

Securus Technologies, LLC
PSC No: 1 Communications
Effective Date: 04/10/2020

Section: 3 Leaf: 1
Revision: 0
Superseding Revision:

3.0 GENERAL REGULATIONS

3.1 Use of Services

- 3.1.1 The Company's service may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 3.1.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 3.1.3 The use of the Company's services without payment for service or attempting to avoid payment for service is prohibited.
- 3.1.4 The Company's services are available for use twenty-four hours per day, seven days per week, except as set forth in Section 2.3 of this tariff.
- 3.1.5 The Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 3.1.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.

3.2 Liability of the Company

- 3.2.1 The Company shall not be liable for claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility, (including services and facilities involved in emergency calling activity) or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction or any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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- 3.2.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by End User or Confinement Facility against any claim or loss, expense, or damage (including indirect, special, or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to transmitted by or used by the Company under this tariff; or for any act or commission of the End User or Confinement Facility; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.
- 3.2.3 The Company shall not be liable for any defacement of or damages to the premises of an End User or Confinement Facility, resulting from the furnishing of service, which is not the result of the Company's negligence.
- 3.2.4 Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay error, omission, or defect in any service, facility (including service and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the prorata charge to the End User or Confinement Facility for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

3.3 Responsibilities of the End User and the Inmate

- 3.3.1 Except for Prepaid Services provided to Inmates, the End User is responsible for payment of applicable charges set forth in this tariff.
- 3.3.2 The End User is responsible for compliance with applicable regulations set forth in this tariff.
- 3.3.3 The Inmate is responsible for establishing its identity as often as necessary during a call.
- 3.3.4 The Inmate is responsible for identifying the station, party, or person with whom the communication is desired and/or made at the called number.

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3.4 Cancellation or Interruption of Services

- 3.4.1 Without incurring liability, the Company may immediately discontinue services or may withhold the provision of ordered or contracts services.
 - 3.4.1.A For nonpayment of any sum due the Company for the services after a ten day notice,
 - 3.4.1.B For violation of any of the provisions of this tariff.
 - 3.4.1.C For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or
 - 3.4.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.
- 3.4.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 3.4.3 Service may be discontinued by the Company, without notice, by blocking traffic to certain countries, cities or exchanges, or by blocking calls using certain authorization codes, when the Company deems it necessary to take such action to prevent the unlawful use of its services, and as set forth in Section 2.3 of this tariff. The Company will restore service as soon as it can be provided without undue risk.
- 3.4.4 The Company may refuse to provide service without prior notice when the called party refuses to accept the charges or has subscribed to billed number screening, prohibiting acceptance of such calls.