

WriteAPrisoner.com- Terms of Service

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Arbitration

Except as set forth in the paragraph below, you agree that all claims and disputes between you and WriteAPrisoner.com that arise out of or relate in any way to the Terms or your use of WriteAPrisoner.com will be resolved either by (a) binding arbitration by a single arbitrator in Volusia County, Florida or (b) binding non-appearance based arbitration conducted by telephone, online or based solely on written submission. Such arbitration will be administered by Judicial Arbitration and Mediation Services ("JAMS") (see www.jamsadr.com) pursuant to its Comprehensive Arbitration Rules. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction.

With respect to any claims or disputes you intend to bring on behalf of a class, you agree to arbitrate whether a class could be certified before bringing such action in a court of law. If the arbitrator refuses to certify the class, you will continue to resolve your individual claims or disputes through binding arbitration. If the arbitrator finds that a class should be certified, you may file the class action in a court of law provided you waive any right to a trial by jury. Claims for injunctive or other equitable relief may also be brought in a court of law.

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If you believe that WriteAPrisoner.com or WriteAPrisoner.com's business practices are in any way unfair, fraudulent or unlawful, you agree to bring your concern to the attention of WriteAPrisoner.com's legal department. If you do not report the concern or continue using the service after discovering the issue, you expressly waive the right to claim that WriteAPrisoner.com is unfair, fraudulent or unlawful with respect to said practice.

Form, E-mail, Postal Mail, Etc. Submission

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information that you provide to WriteAPrisoner.com ("Submissions"), are non-confidential and non-proprietary. WriteAPrisoner.com will be entitled to the unrestricted use of any such Submission for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Forum, Chat, Public Comments

1. In using our forum, chat, public commenting, etc., you agree not to post advertisements on our website. If you wish to advertise on our site, you agree to follow the appropriate channels by visiting our advertising section and submitting your ad there. Any advertisements for commercial businesses will be removed.
2. No inappropriate postings (e.g. racial slurs, threats, messages that may be deemed offensive). Do not post libelous or defamatory comments about other users. You agree that WriteAPrisoner.com has the right to share your information with the appropriate authorities should you violate the law when using our services.
3. Inmates do not have access to the Internet. You agree not to post messages for inmates in the forum or other parts of the website. Inmates cannot receive them.
4. Posting allegations or negative comments about inmates listed on WriteAPrisoner.com is not permitted. However, if you have a complaint about an inmate on our website, you should contact us directly. We will take appropriate action when necessary. We work hard to provide the safest and friendliest environment for all of our users. Your direct feedback to us will ensure this.
5. You agree not to post information about inmates other than those already listed on our website.
6. Sending unsolicited e-mails to non-inmate members of WriteAPrisoner.com is prohibited. Anyone sending such messages will be reported to their Internet provider.
7. Please note that in the forum, posts are sometimes copied and sent to other people. The views you express may be shared with others, so please be selective in what you write.
8. Users are not permitted to have more than one ID (Username). Any user caught purposely misleading WriteAPrisoner.com or its users will have all accounts permanently suspended.
9. If you are seeking assistance for helping inmates with legal matters, employment, etc., please post their information only once along with any pertinent information. The thread will then be permanently locked.

We do not intend to censor messages based on the opinions expressed within posts, but we will enforce the policies outlined both here and on the forum. The administrators and moderators of WriteAPrisoner.com will attempt to keep

all objectionable messages off of this forum; however, it is impossible for us to review all messages. All messages express the views of the author, and neither the owners of WriteAPrisoner.com, nor Jelsoft Enterprises Ltd. (developers of vBulletin) will be held responsible for the content of any message. By registering and using said categories, you agree to abide by all rules outlined above.

Governing Law

You agree that all claims and disputes between you and WriteAPrisoner.com that arise out of or relate in any way to the Terms or your use of WriteAPrisoner.com will be governed by the laws of the State of Florida (and United States federal laws applicable therein), without regard to principles of conflict of laws. You further agree that you will bring any claims or disputes that are not subject to arbitration (as set forth above) in, and you submit to the exclusive jurisdiction of, the state and federal courts located in Volusia County, Florida or nearest to Volusia County, Florida.

Indemnity

You agree to indemnify and hold WriteAPrisoner.com Entities harmless from and against any claim or cause of action brought by a third party as well as any related damages, costs and expenses (including reasonable attorneys' fees) ("Claim") arising out of or related to your (a) use of WriteAPrisoner.com or any of the applications, features, content or materials related thereto; (b) violation of these Terms; (c) violation of the rights of any other person or entity; or (d) breach of the representations, warranties and covenants made by you herein. WriteAPrisoner.com reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify WriteAPrisoner.com, and you agree to cooperate with WriteAPrisoner.com's defense of these Claims.

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We respect the IP rights of others and we prohibit users from Posting User Content that violates another party's IP rights. When we receive a proper claim of IP infringement, we promptly remove or disable access to the allegedly infringing User Content. We also terminate the accounts of repeat infringers in appropriate circumstances. If you believe that User Content on WriteAPrisoner.com infringes your IP rights, please contact us. If you are a user whose User Content was removed due to alleged copyright infringement, and you believe the removal was mistaken, please contact us.

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THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO YOUR CLAIM OR \$100, WHICHEVER IS GREATER.

Member/Use Eligibility

You may not use WriteAPrisoner.com if you are under 18 years of age. This restriction applies to inmates and viewers alike. Viewers under the age of 18 attempting to access WriteAPrisoner.com will be reported to their Internet Providers.

Mobile Devices

There are features of WriteAPrisoner.com that may be accessible via certain mobile carriers (the "Mobile Services"). While we currently do not charge for these Mobile Services, your carrier's normal messaging, data and other rates and fees will still apply. By using the Mobile Services, you agree that we may communicate with you by SMS, MMS, text message or other electronic means to your mobile device, and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your account information on WriteAPrisoner.com to ensure that your messages are not sent to the person that acquires your old number.

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Personal Account Security

When you register for and use WriteAPrisoner.com, you will be asked to provide information about yourself ("User Data"). Your User Data must be accurate and current at all times. You are solely responsible for maintaining the security of your account. This means, for example, that you may not share your password or let anyone else access your account. If you have reason to believe that your account is no longer secure, please contact us.

Privacy Policy

Your privacy is very important to us. Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate, disclose and make use of personal information.

- Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.
- We will collect and use personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.
- We will only retain personal information as long as necessary for the fulfillment of those purposes.
- We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
- Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and current.
- We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.
- We will make readily available to customers information about our policies and practices relating to the management of personal information.

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.

- Google, as a third party vendor, uses cookies to serve ads on your site.
- Google's use of the DART cookie enables it to serve ads to your users based on their visit to your sites and other sites on the Internet.
- Users may opt out of the use of the DART cookie by visiting the [Google ad and content network privacy policy](#).

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- use any robot, spider, scraper or other automated means to access WriteAPrisoner.com;

- send spam or any other unauthorized advertisements or solicitations through or using WriteAPrisoner.com;
- harvest, collect or use addresses, phone numbers or email addresses or other contact information (collectively "Contact Information") of users of WriteAPrisoner.com without consent from such users;
- solicit private information (including social security numbers, credit card numbers and passwords) from users of WriteAPrisoner.com;
- provide any false personal information in your profile, create more than one profile, transfer your profile, create a profile for anyone other than yourself except in cases of placing a profile for an inmate or create a page without authorization;
- use your profile (as opposed to a Page) for any commercial purpose;
- intimidate or harass any user;
- do anything that is illegal, infringing, fraudulent, malicious or could expose WriteAPrisoner.com or WriteAPrisoner.com users to harm or liability; or
- attempt, encourage or facilitate any of the above.

Termination & Changes

We may terminate your account on WriteAPrisoner.com, delete your profile and any User Content you have posted on or through WriteAPrisoner.com, and/or prohibit you from using or accessing WriteAPrisoner.com (or any portion thereof) for any or no reason, at any time at our sole discretion, with or without notice. Further, we reserve the right to change any aspect or feature of WriteAPrisoner.com at any time without notice. The following sections will survive any termination of your use of WriteAPrisoner.com: Prohibited Conduct, User Content, Your Privacy Practices, Gift Credits, Ownership; Proprietary Rights, Licenses, Submissions, User Disputes; Complaints, Indemnity, General Disclaimers, Limitation on Liability, Termination and Changes to WriteAPrisoner.com, Arbitration, Governing Law; Venue and Jurisdiction and Other.

Unsolicited Inmate Mail

Inmates receiving legitimate mail is our primary objective. However, this does not include 'spam' mail from other services. This website is designed to connect prisoners with people on the outside where both parties seek friendship or the desire to pursue a relationship. This website also provides a way for people on the outside to assist with prisoners' legal and employment matters. Should you send unsolicited mail ('spam') to the prisoners on this site, you confirm that you are 1) breaking the law, and 2) hindering what might be a tenuous relationship between the prisoners and their wardens. Prison mail rooms handle large quantities of legitimate mail; most 'spam' mail is returned to the sender and classified as "not allowed." If you are in possession of helpful information to share with inmates, then please, contact us first. We may be willing to include it in our newsletter or our resource directory. If you violate this portion of our Terms, you will be prosecuted to the fullest extent of the law and restitution will be sought.

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By using or accessing WriteAPrisoner.com, you represent, warrant and agree that you will not post:

- User Content that violates the law or anyone's rights, including intellectual property rights or other proprietary rights (such as rights of publicity and privacy);
- any Contact Information or private information of any third party;
- false, misleading or fraudulent information;
- any material that contains software viruses or any other computer code designed to interrupt, destroy, or limit the functionality of any computer or telecommunications equipment;
- User Content that is threatening, hateful, racially or ethnically offensive, or that depicts nudity, pornography or graphic or gratuitous violence, or anything else that we may consider offensive.

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If you collect, access or use information relating to any user of WriteAPrisoner.com (including information contained in any user profile) you must obtain consent from the user and make it clear to the user that the collection, access and use is being carried out by you and not WriteAPrisoner.com.

WriteAPrisoner.com Terms of Service Resources:

If you have additional questions/concerns, please visit our Frequently Asked Questions:

<http://www.writeaprisoner.com/faq.aspx>

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