

Ameelio Terms of Service

March 23, 2020

Effective Date: March 23, 2020

Ameelio, Inc. (“**Ameelio**”, “**Company**”, “**we**”, “**our**”, and “**us**”) has created a communication service (collectively referred to as “**Services**”) to connect individuals who are incarcerated with the free world to improve the lives of those impacted by incarceration and reduce recidivism rates. Ameelio also researches and studies prisons and prison systems and institutions, the institutions of the criminal justice system, and criminal justice policies to understand the impact of incarceration.

1. **Introduction.** To assist you in using our Services, and to ensure a clear understanding of the relationship from your use of the Services, we have created these Terms of Services (the “**Terms**”). The Terms constitute a binding agreement between you and Ameelio. The Terms govern your use of the Services and any other services offered as part of the Ameelio platform. The Terms also governs any information, text, graphics, photos, recordings, or other materials uploaded, downloaded, or appearing on the Services (collectively referred to as “**Content**”).

Our Terms and Privacy Policy apply to all “**Free World Users**,” “**Incarcerated Persons**,” and any casual visitor to our Services who is not a Free World User or Incarcerated Person. Together, the Free World Users, Incarcerated Persons, and visitors to the Ameelio site are all “**Users**.” The terms “you” and “your” includes anyone who uses the Services Ameelio offers. Unless otherwise indicated, all provisions of these Terms apply to all Users.

Please read this document carefully before you access, use, or participate in our services. By using or accessing our Services, you agree to be bound by the Terms. If you do not wish to be bound by the Terms, please do not access or use our Services.

PLEASE NOTE THAT, EXCEPT AS PROVIDED BELOW, THESE TERMS REQUIRE DISPUTE RESOLUTION THROUGH USE OF AN ARBITRATION SERVICE. YOU AGREE THAT ALL DISPUTES ARISING FROM, RELATED TO, OR IN CONNECTION WITH YOUR USE OF THE SERVICE WILL BE RESOLVED IN ACCORDANCE WITH THE ARBITRATION AND GOVERNING LAW PROVISIONS SET FORTH BELOW.

THESE SERVICES ARE NOT INTENDED TO BE USED FOR LEGAL SERVICES OR A SUBSTITUTE FOR LEGAL SERVICES. AS A USER, YOU AGREE THAT ALL CALLS, DATA, AND SUBMISSIONS ARE RECORDED AND CONTROLLED BY AMEELIO. ANY USE OF OR RELIANCE ON THE SERVICES IS AT YOUR OWN RISK.

WHEN YOU USE AMEELIO’S SERVICES, YOU ACKNOWLEDGE AND AGREE CONNECT SESSIONS ON AMEELIO WILL BE RECORDED AND MAY BE MONITORED. YOU AGREE AND YOU WAIVE ANY AND ALL CLAIMS AGAINST AMEELIO ARISING FROM THE RECORDING OF CONNECT SESSIONS.

2. **Changes to the Terms.** We may change the Terms in the future. Ameelio reserves the right, and sole discretion, to modify these Terms at any time without prior notice. If we modify these Terms, we will either post a notification of the modification on our website or otherwise provide a notice of this change. Ameelio will post the latest modification date at the beginning of these Terms. If you do not agree with the new Terms, you are free to reject them; that means you will no longer be able to use the Services. It is your responsibility to check for updates. By continuing to access or use Ameelio after a change of the Terms is effective, you accept and agree to be bound by all modified Terms.
3. **Privacy Policy.** Ameelio takes the privacy of its users seriously. Our Privacy Policy [\[link\]](#) discusses how we collect, process, and disclose personal information through these Services. Please review that policy carefully.
4. **Eligibility.** In compliance with the Children’s Online Privacy Protection Act (COPPA), we do not collect information from any person under 13 years of age without consent from a parent or legal guardian. Please refer to our Privacy Policy [here](#). If you are under the age of 18, you may use the Services only under supervision of a parent or legal guardian who agrees to be bound by the Terms. If you are a parent or legal guardian agreeing to these terms, you are fully responsible for that user’s use of Ameelio. Additional information about the use of information can be found in the Privacy Policy [here](#).
5. **Explanation of Services.**

Ameelio aims to improve the lives of those impacted by incarceration and reduce recidivism. Ameelio researches and studies prisons and prison systems and institutions, the criminal justice system, its institutions and policies, and the impact of incarceration. Ameelio provides a prison communication software and various technology platforms, with the goal of enabling Incarcerated Persons to communicate with the outside world.

By using the Services, you grant Ameelio a non-exclusive, perpetual, world-wide, royalty-free license to use your User Content to perform the Services and conduct research.

We currently provide Services for free. Please be aware that if using a cell phone, normal rates and fees, such as data charges, will still apply.

Letters

Free World Users can also use another function called “**Letters**” to be able to send physical mail to Incarcerated Persons. To use Letters, a Free World User will need to register an account with your own personal information to verify your identity. The Free World User may also provide information about Incarcerated Person they would like to contact. The Free World User can type a letter and/or attach images. The letter will then be printed and sent by mail to the Incarcerated Person. Please see the Acceptable Use section below for permitted uses of the Letters.

Connect Session

One service Ameelio provides is video and chat calls between Free World Users and Incarcerated Persons called “**Connect Sessions.**” If you are a Free World User, you agree to register an account with personal information to verify your identity. Once an account is created, Free World Users can request permission from jail, prison, or organization administrators (“**Administrator**”) to schedule a video call with the Incarcerated Person.

If you are an Incarcerated Person, you will be registered by the Administrator. The Administrator will be able to schedule a Connect Session on your behalf with a Free World User. Please contact an Administrator if you would like to discontinue use of our Services. Please see the Acceptable Use section below for permitted uses of the Connect Session.

Additional Services

Ameelio is developing additional services to further our goal of improving the lives of those impacted by incarceration. As services are implemented, this Terms of Service will be updated.

6. **Acceptable Use.** You may only use Ameelio for lawful activity. It is your responsibility to comply with all applicable local, state, and federal laws and regulations. You may not use Ameelio in any manner that is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable. You are also responsible for any Content you submit by using Ameelio’s Services. You should ensure legality, accuracy, quality, integrity, reliability, and intellectual property ownership or right to use all Content you provide.

The Ameelio website, and any Services offered by Ameelio, are the sole property of Ameelio and are protected by U.S. copyright. Except for the limited rights expressly granted to you in the Terms, Ameelio reserves for itself and its licensors all other rights, title, and interest. You may not reproduce, modify, display, sell, or distribute any of Ameelio’s content or the products and Services described in any other way for public or commercial purpose. This includes products or Services with the “Ameelio” name, as well as the text, graphics, data, articles, photos, images, illustrations, and so forth are protected by copyright and other intellectual property laws.

Further, you acknowledge that the Ameelio Services, including all associated intellectual property rights, are the exclusive property of Ameelio and its licensors.

When using Letters, you grant us permission to work with third parties to print and send submitted messages on your behalf. You are responsible for providing the correct mailing address and keeping these contacts up to date and current. Ameelio is not responsible for mail delivered to the wrong or old address. Ameelio does not monitor Content submitted by you. Please be aware that Ameelio does not censor content, but the prison to which you are mailing may. Ameelio is not responsible for mail that was not delivered or mail that is rejected by prisons.

7. **Notices of Copyright Infringement.** Ameelio respects the intellectual property rights of others. If Ameelio is notified that Content posted on our website allegedly violates someone's copyright, we reserve the right to delete or disable the Content alleged to be infringing, and to terminate the accounts of any repeat alleged infringers.

If you believe any Content on this website infringes your copyright, you may request removal of these materials. To request removal of any Content and claim a copyright violation, you must:

- Provide your full legal name and electronic or physical signature.
- Identify the copyrighted work you claim is infringing on your copyright.
- Identify the Content that is claimed to be infringing or the subject of infringing activity with reasonable information to permit Ameelio to locate the Content, such as the URL where such Content can be found.
- Provide your mailing address, telephone number, and, if available, email address.
- Include a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- Include a statement that the information in the written notice is accurate.
- Include a statement that under penalty of perjury you are authorized to act on behalf of the copyright owner.

Submit this written notification to our Copyright Agent:

- Uzoma Orchingwa
- Ameelio, Inc.
- 50 Brewery Street #8382
- 203-680-0318
- team@ameelio.org

Please note that if you knowingly misrepresent that Content is infringing your copyright, you may be held liable for damages under Section 512(f) of the DMCA.

8. **User Accounts.** Free World Users must register with Ameelio in order to use certain Services, including but not limited to Connect Sessions. If you are just browsing the site, registration is optional. Your account must be set up with a valid email address and a password that you create.

When you register an account with Ameelio, you agree to provide true information and promptly update any information with any changes to maintain accurate and complete information. You may not transfer your account to anyone else. If you provide information that is, or we have reasonable belief is, untrue or inaccurate, Ameelio may suspend or terminate your access to the Services and refuse any and all use of the Services.

9. **Termination.** You agree that Ameelio may immediately and without notice terminate the Terms and disable your access to Ameelio. Ameelio may terminate or suspend your account or change your password for any reason. Some reasons may include if Ameelio determines, in its sole discretion, that you have materially breached these Terms, violated applicable laws, regulations, or third party rights. Ameelio may terminate your access if Ameelio believes, in good faith, that such action is needed to protect the safety or property of other Users, Ameelio, or third parties. Termination of your account may include removal of access to all Services and deletion of your password and all related information.

If we intend to deactivate a Free World User account, we will try to provide advance notice to you so you are able to retrieve any important information you have stored in your account. We may not provide advance notice if we determine it would be illegal, not in the interest of someone's safety or security, impractical, or otherwise harmful to the rights of other Users.

If you are a Free World User and would like us to terminate your account, please contact us at team@ameelio.org. Upon receipt of your request, we will deactivate your account within a reasonable time period. Please note that any information or conversations had using the Services will not be removed.

If you are an Incarcerated Person and would like to terminate your account, please contact your Administrator. The Administrator will then work with us to deactivate your account.

If your Ameelio account is closed (whether by you or us), your right to use the Ameelio Services stops immediately. Please note than any information or conversations had using Ameelio will not be removed.

10. **Warranties.** YOU UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF OUR WEBSITE, INCLUDING ANY CONTENT OR INFORMATION, OR ANY PRODUCT OR SERVICE THAT IS PROVIDED TO YOU, IS AT YOUR SOLE RISK. AMEELIO IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AMEELIO, OUR AFFILIATES, AND THIRD-PARTY SERVICE PROVIDERS, EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, QUALITY, AND NON-INFRINGEMENT.
- b. AMEELIO AND OTHER RELATED PARTIES MAKE NO WARRANTY THAT (I) OUR SERVICES WILL MEET YOUR REQUIREMENTS, (II) SERVICES ARE FREE OF INFECTION OR VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES, (III) SERVICES WILL BE UNINTERRUPTED, TIMELY, OR SECURE (IV) ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, OR LEGALITY OF INFORMATION AVAILABLE THROUGH THE SERVICES (V) THE QUALITY OF ANY PRODUCTS, SERVICES, SOFTWARE, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH OUR SERVICES WILL MEET YOUR EXPECTATIONS, AND (VI) ANY ERRORS IN OUR SERVICES OR SOFTWARE WILL BE CORRECTED.

- c. ANY MATERIAL DOWNLOADED, UPLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF OUR WEBSITE OR SOFTWARE IS DONE AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR BUSINESS OR DATA LOSS THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIAL OR THE USE OF OUR WEBSITE OR SOFTWARE.
- d. NO ADVICE OR INFORMATION FROM AMEELIO SHALL CREATE ANY WARRANTY. ADVICE OR INFORMATION RECEIVED BY MEANS OF OUR WEBSITE SHOULD NOT BE RELIED UPON FOR SIGNIFICANT PERSONAL, LEGAL, BUSINESS, MEDICAL, OR FINANCIAL DECISIONS. YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR ADVICE TAILORED TO YOUR SPECIFIC SITUATION.
- e. BECAUSE SOME STATES DO NOT PERMIT THE DISCLAIMER OF CERTAIN WARRANTIES, YOU MAY HAVE ADDITIONAL RIGHTS UNDER YOUR LOCAL LAWS.

11. **Limitation of Liability.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL AMEELIO, ITS AFFILIATES, OR ITS THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH:

- (i) THE USE OR INABILITY TO USE OUR SERVICES ON OR THROUGH OUR WEBSITE;
- (ii) ANY CLAIM FOR DAMAGES OF LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION;
- (iii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR INACCURACIES IN OUR SERVICES OR THE CONTENT, MATERIALS, SOFTWARE, INFORMATION, PRODUCTS, OR SERVICES ON OR AVAILABLE ON OUR WEBSITE;
- (iv) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, OR INFORMATION OBTAINED THROUGH OR FROM OUR WEBSITE OR SERVICES;
- (v) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
- (vi) THE DELAY OR FAILURE IN PERFORMANCE RESULTING FROM AN ACT OF FORCE MAJEURE, INCLUDING WITHOUT LIMITATION, ACTS OF GOD, NATURAL DISASTERS, COMMUNICATIONS FAILURES, GOVERNMENTAL ACTIONS, WARS, RIOTS, LABOR DISPUTES, STRIKES OR ANY REASONS BEYOND REASONABLE CONTROL; OR
- (vii) ANY OTHER MATERIAL RELATING TO OUR WEBSITE, EVEN IF AMEELIO OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, YOUR SOLE REMEDY FOR DISSATISFACTION WITH OUR WEBSITE AND SERVICES IS TO STOP USING OUR WEBSITE AND THOSE SERVICES.

IN NO EVENT SHALL AMEELIO BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE GREATER OF THE AMOUNTS PAID BY YOU TO THE COMPANY IN CONNECTION IN THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM OR ANY MATTER BEYOND OUR REASONABLE CONTROL.

Some states do not allow the exclusion or limitation of liability for certain damages. In such jurisdictions, the liability of Ameelio shall be limited to the maximum extent permitted by law.

12. **Indemnification.** To the fullest extent allowed by applicable law, you agree to indemnify and hold harmless Ameelio, and its officers, agents, assigns, licensors, and employees from and against all losses, expenses, costs, and damages, including legal and accounting fees arising from or in any way related to third party claims related to the use of or your connection to our website, our products and Services, your violation of these Terms, or your violation of any law or the rights of another. These obligations will survive any termination of your relationship with Ameelio or your use of our Services.
13. **No Privileged Conversations.** When you use Ameelio's services, you acknowledge and agree Connect Sessions on Ameelio will be recorded and may be monitored. Recordings are not deleted. Please note that the rules and procedures concerning privatization may vary by jurisdiction, Department of Correction regulations, and the particular equipment and procedures applicable at each correctional facility. You agree and you waive any and all claims against Ameelio arising from the recording of Connect Sessions.
14. **Assignment.** You may not assign or transfer these Terms, by operation of law or otherwise. Any attempt by you to assign or transfer these Terms without such consent will be of no effect. Ameelio may assign or transfer these Terms, at its sole discretion, without restriction.
15. **No Waiver.** The failure of Ameelio to enforce any provision or right in these Terms will not constitute a waiver of future enforcement of that provision or right.
16. **Severability.** If for any reason a court of competent jurisdiction or arbitrator finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible. The other provisions of these Terms will remain in full force and effect.
17. **Arbitration.** Given the high cost of legal disputes, both you and Ameelio agree that any legal dispute concerning or arising in any way from these Terms or any Ameelio product or Service shall be resolved through binding arbitration.

Prior to arbitration, either party asserting a dispute shall first try in good faith to resolve it by providing written notice describing the facts and circumstances, including any relevant documentation.

Any controversy or claim arising out of or relating to these Terms, or the breach of these Terms, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND AMEELIO ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY.

18. **Governing Law.** These Terms (and any further rules, policies, or guidelines incorporated by reference) shall be governed and construed in accordance with the laws of the State of Connecticut. Any action based on, relating to, or alleging breach of the Terms must be brought through arbitration, as explained above, using Connecticut law. Both parties agree to submit to the exclusive personal jurisdiction and venue of such courts.
19. **Entire agreement.** These Terms constitute the entire agreement between you and Ameelio regarding your use of the Services and supersede all prior agreements and understandings.
20. **Contact Us.** If you have any questions about the Terms of Service, please do not hesitate to contact us at team@ameelio.org.