

Rules, Regulations and Schedule of Rates and Charges Applicable to:

**INSTITUTIONAL TELECOMMUNICATIONS SERVICES**

Furnished by:

**SECURUS TECHNOLOGIES, LLC**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of institutional telecommunications services provided by Securus Technologies, LLC, ("Securus") with principal offices at 4000 International Parkway, Carrollton, Texas 75007. This Tariff is on file with the Alabama Public Service Commission. Copies may also be inspected during normal business hours at the Company's principal place of business.

The Company's telephone and facsimile numbers are:

Telephone: (972) 277-0300

Facsimile: (972) 277-0416

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Issued: January 23, 2020

Effective: February 24, 2020

Issued by:

Michael S. J. Lozich, Sr. Corporate Counsel &  
Director of Regulatory and Governmental Affairs  
Securus Technologies, LLC  
4000 International Parkway  
Carrollton, Texas 75007

**CHECK SHEET**

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original Tariff that are in effect on the date shown on each page.

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26	First*		

\* Indicates pages included with this filing.

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## SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify a change in regulation.
- (D) To signify a deletion.
- (I) To signify a rate increase.
- (M) To signify text moved from another tariff location.
- (N) To signify a new rate or regulation.
- (R) To signify a rate reduction.
- (T) To signify a change in text but no change in rate or regulation.

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**SECTION 1 - TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement which connects the Customer's telephone to a Securus designated switching center or point of presence.

**Ancillary Service Charge** - Any charge Consumers may be assessed for the use of Inmate Calling services that are not included in the per-minute charges assessed for individual calls.

**Authorized Fee** - A government authorized, but discretionary, fee which a Provider must remit to a federal, state, or local government, and which a Provider is permitted, but not required, to pass through to Consumers. An Authorized Fee may not include a markup, unless the markup is specifically authorized by a federal, state, or local statute, rule, or regulation.

**Authorized User** - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Company's services under the terms and regulations of this Tariff.

**Automated Payment Fees** - Credit card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk.

**Average Daily Population (ADP)** - The sum of all inmates in a facility for each day of the preceding calendar year, divided by the number of days in the year.

**Collect Calling** - An arrangement whereby the called party takes affirmative action clearly indicating that it will pay the charges associated with a call originating from an Inmate Telephone.

**Commission** - Refers to the Alabama Public Service Commission.

**Company or Carrier** - Securus Technologies, LLC unless otherwise clearly indicated by the context.

**Confinement Facility, Correctional Facility, or Correctional Institution** - Used throughout this Tariff to refer to prisons, jails, penal facilities or other institutions used for penalty purposes which contract with Securus for the provision of service for use by their Inmate population.

**Consumer** - The party paying a Provider of Inmate Calling Services.

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**SECTION 1 - TERMS AND ABBREVIATIONS (CONTINUED)**

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Company's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this Tariff. In the case of collect-only calling services provided to Inmates of Confinement Facilities, the called party is the Customer and is responsible for payment of charges.

**Debit Calling** - A presubscription or comparable service which allows an Inmate, or someone acting on an Inmate's behalf, to fund an account set up through a Provider that can be used to pay for Inmate Calling Services calls originated by the Inmate.

**End User** - The person, individual, corporation, or other entity whose telephone number is called by the Inmate User. Other than for Inmate Prepaid Service calls, the End User accepts responsibility for payment of the charges for use of the Company's services. At publicly accessible Pay Telephones, the End User is the party who accepts responsibility for payment of the charges for use of the Company's services from the Pay Telephone.

**Equal Access** - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier.

**Inmate** - The confined population of Confinement Facilities. A person detained at a Jail or Prison, regardless of the duration of the detention.

**Inmate Calling Service** - A service that allows Inmates to make calls to individuals outside the Correctional Facility where the Inmate is being held, regardless of the technology used to deliver the service.

**Inmate Telephone** - A telephone instrument, or other device capable of initiating calls, set aside by authorities of a Correctional Facility for use by Inmates.

**Inmate User** - A person incarcerated in a facility serviced by the Company who is authorized by the Confinement Facility to be connected to and utilize the Company's services under the terms and regulations of this tariff.

**Institution** - Used throughout this Tariff to refer to prisons, jails, penal facilities or other confinement facilities used for penalty purposes which contract with Securus for the provision of service for use by their Inmate population.

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**SECTION 1 - TERMS AND ABBREVIATIONS (CONTINUED)**

**Jail** - A facility of a local, state, or federal law enforcement agency that is used primarily to hold individuals who are (1) awaiting adjudication of criminal charges; (2) post-conviction and committed to confinement for sentences of one year or less; or (3) post-conviction and awaiting transfer to another facility. The term also includes city, county or regional facilities that have contracted with a private company to manage day-to-day operations; privately owned and operated facilities primarily engaged in housing city, county or regional inmates; and facilities used to detain individuals pursuant to a contract with U.S. Immigration and Customs Enforcement.

**LATA** - Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

**Live Agent Fee** - A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions.

**Mandatory Tax or Mandatory Fee** - A fee that Securus is required to collect directly from Consumers, and remit to federal, state, or local governments. A Mandatory Tax or Fee that is passed through to a Consumer may not include a markup, unless the markup is specifically authorized by a federal, state, or local statute, rule or regulation.

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**Operator Station Call** - A service whereby the caller places a non-Person to Person call with the assistance of an operator (live or automated).

**Paper Bill/Statement Fees** - Fees associated with providing customers of Inmate Calling Services an optional paper billing statement.

**Pay Telephone** - Telephone instruments provided by the Company, Customer or Institution for use by its guests, patrons, visitors, transient third parties or for use by Inmates of Confinement Facilities. Pay Telephones permit the user to place calls to other parties and bill such calls on a non sent-paid or sent paid-basis. To facilitate sent-paid calling, Pay Telephones can be equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

**Per-Call, or Per-Connection Charge** - A one-time fee charged to a Consumer at call initiation.

**Premises** - The physical space designated by the Customer for the termination of the Company's service.

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**SECTION 1 - TERMS AND ABBREVIATIONS (CONTINUED)**

**Prepaid Calling** - A presubscription or comparable service in which a Consumer, other than an Inmate, funds an account set up through a Provider of Inmate Calling Services. Funds from the account can then be used to pay for Inmate Calling Services, including calls that originate with an Inmate.

**Prepaid Collect Calling** - A calling arrangement that allows an Inmate to initiate an Inmate Calling Services call without having a pre-established billing arrangement and also provides a means, within that call, for the called party to establish an arrangement to be billed directly by the Provider of Inmate Calling Services for future calls from the same Inmate.

**Prison** - A facility operated by a territorial, state, or federal agency that is used primarily to confine individuals convicted of felonies and sentenced to terms in excess of one year. The term also includes public and private facilities that provide outsource housing to other agencies such as the State Departments of Correction and the Federal Bureau of Prisons; and facilities that would otherwise fall under the definition of a Jail but in which the majority of inmates are post-conviction or are committed to confinement for sentences of longer than one year.

**Provider of Inmate Calling Services, or Provider** - Any communications service provider that provides Inmate Calling Services, regardless of the technology used.

**Securus** - Used throughout this Tariff to refer to Securus Technologies, LLC

**Site Commission** - Any form of monetary payment, in-kind payment, gift, exchange of services or goods, fee, technology allowance, or product that Securus may pay, give, donate, or otherwise provide to an entity that operates a correctional institution, an entity with which Securus enters into an agreement to provide ICS, a governmental agency that oversees a correctional facility, the city, county, or state where a facility is located, or an agent of any such facility.

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**Subscriber** - Used throughout this tariff to refer to Customers or Confinement Facilities that arrange for the Company to provide, discontinue or rearrange for telecommunication services on behalf of itself or others.



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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of Securus**

- 2.1.1** The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way communications originating and terminating between points within the State of Alabama. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.2** The Company is responsible under this Tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.
- 2.1.3** Securus arranges for installation, operation, and maintenance of the communications services provided in this Tariff for Customers in accordance with the terms and conditions set forth under this Tariff. Securus may act as the Customer or Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's or Subscriber's location to the Securus network. The Customer or Subscriber shall be responsible for all charges due for such service arrangements.

**2.2 Use of the Company's Service**

- 2.2.1** Services provided under this Tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3** A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Tariff.

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**SECTION 2 - RULES AND REGULATIONS (CONTINUED)****2.3 Limitations**

- 2.3.1** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of the law.
- 2.3.2** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this Tariff.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Account Codes or Authorization Codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored as soon as it can be provided without undue risk.
- 2.3.5** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.3.6** Service provided to Confinement Facilities for use by Inmates may be denied, terminated, restricted or otherwise limited under the direction of authorized personnel of the Confinement Facility's administration at their own discretion.

**2.4 Assignment and Transfer**

All facilities provided under this Tariff are directly or indirectly controlled by Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

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**SECTION 2 - RULES AND REGULATIONS (CONTINUED)****2.5 Liability of the Company**

- 2.5.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed \$100.00 or an amount equivalent to the proportionate charge to the Customer as described in Section 2.9, whichever is greater, for the period during which the faults in transmission occur.
- 2.5.2** The Company shall not be liable 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 or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by natural disaster, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer or Subscriber 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 trademark, trade name or service mark, unfair competition, interference with or 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, or used by the Company under this Tariff; or for any act or omission of the Customer or Subscriber; 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 directly caused by negligence of the Company.
- 2.5.4** The Company shall not be liable for any defacement of or damages to the premises of a Customer or Subscriber resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.5.5** Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.

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**SECTION 2 - RULES AND REGULATIONS (CONTINUED)****2.5 Liability of the Company (Continued)**

**2.5.6** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

**2.5.7** The Company shall be indemnified and saved harmless by the Customer and Subscriber from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:

- 1) Any act or omission of: (a) the Customer or Subscriber, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers, except as contracted by the Company;
- 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or Subscriber or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- 3) Any unlawful or unauthorized use of the Company's facilities and services;
- 4) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 5) Any non-completion of calls due to network busy conditions;
- 6) And any other claim relating to the use of or furnishing of use of the Company's services or facilities which resulted from any act or omission of the Customer or Subscriber, Authorized Users, Inmates, guests, patrons, visitors or other transient third parties using the services of the Company through the Company's or Customer's or Subscriber's equipment; or any other entity.

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**SECTION 2 - RULES AND REGULATIONS (CONTINUED)****2.6 Responsibilities of the Subscriber or Customer**

**2.6.1** The Customer or Subscriber is responsible for making proper application for service; placing any necessary orders; for complying with Tariff regulations; and payment of charges for services provided. Specific responsibilities include, but are not limited to the following:

- 1) The Customer and Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available to other users.
- 2) If required for the provision of the Company's services, the Customer or Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 3) The Customer or Subscriber is responsible for arranging access to its premises at times acceptable to the Company when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Securus' services.
- 4) The Customer or Subscriber shall ensure that any Customer or Subscriber provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use and in compliance with the criteria set forth in this Tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.
- 5) The Customer or Subscriber must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or Subscriber or others, by improper use of the services, or by use of equipment provided by the Customer or Subscriber or others.
- 6) The Customer or Subscriber must pay for the loss through theft of any Company equipment installed at Customer's or Subscriber's premises.
- 7) The Customer is responsible for establishing its identity as often as necessary during the course of a call.
- 8) The Customer is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

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**SECTION 2 - RULES AND REGULATIONS (CONTINUED)****2.7 Billing and Payment for Service****2.7.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or its Authorized Users for transmission of calls via the Company's network. In particular, and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- 1) any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of calls via the Company;
- 2) any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
- 3) any calls placed by or through the Customer's equipment via any remote access feature(s);

**2.7.2 Payment for Service**

The Customer is responsible for payment of charges associated with use of Securus' services. All charges for use of Securus' service are payable to the Company or to the Company's authorized billing agent. Payment is due upon receipt and will be considered timely paid if paid within twenty (20) days after the bill is rendered. The bill shall be considered rendered when deposited in the United States Postal Service with postage paid.

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**SECTION 2 - RULES AND REGULATIONS (CONTINUED)****2.7 Billing and Payment for Service (Continued)****2.7.3 Disputed Charges**

Charges billed directly by the Company are due upon receipt. Amounts not paid within 20 days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute as to charges must be received in writing by the Company within sixty (60) days after the date of the invoice. Otherwise, all charges will be considered correct and binding.

For charges billed through the Customer's local exchange carrier, notice from the Customer of disputed charges must be received in writing by the Company within sixty (60) days after the date of the bill is issued. Otherwise, all charges will be considered correct and binding on the Customer.

The Company will promptly investigate and advise all billed parties as to its findings concerning disputed charges. Adjustments to Customer's bills shall be made to the extent that circumstances exist reasonably indicating that such changes are appropriate.

Customers may register any inquiry or complaint at:

Securus Technologies, LLC  
Customer Care  
4000 International Parkway  
Carrollton, Texas 75007  
1-800-844-6591  
[www.securustech.net](http://www.securustech.net)

Customers unable to resolve a dispute with the Company may submit any inquiry or complaint to the:

Alabama Public Service Commission  
Consumer Services  
P.O. Box 304260  
Montgomery, AL 36160  
1-800-392-8050

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**SECTION 2 - RULES AND REGULATIONS (CONTINUED)**

**2.7 Billing and Payment for Service (Continued)**

**2.7.4 Taxes**

Securus' practices in connection with collecting taxes and fees from Consumers for (or in connection with) intrastate ICS complies with Federal Communication Commission Rule 47 CFR § 64.6070. Securus charges and collects any applicable Mandatory Tax or Fee or Authorized Fee on a per-call basis (including (as applicable) Federal Cost Recovery Charge, State sales tax, municipal taxes, gross receipts tax, and similar taxes and fees to the extent applicable). Generally, any applicable Mandatory Tax or Fee or Authorized Fee is in addition to the rates and charges stated in this tariff, and each Mandatory Tax or Fee or Authorized Fee will be itemized separately on Consumer bills. The Federal Cost Recovery Charge is a charge used to recover the cost of fees and surcharges that Securus is permitted to pass through, without any markup, to Customers, including those funding the Telecommunications Relay Service Program.

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**2.7.5 Paper Bill/Statement Fees**

Fees associated with providing customers of Inmate Calling Services an optional paper billing statement.

Paper Bill/Statement Fee - \$2.00

**2.7.6 Return Check Charge**

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Alabama law.



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**SECTION 2 - RULES AND REGULATIONS (CONTINUED)****2.7 Billing and Payment for Service (Continued)****2.7.7 Minimum Service Period**

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this Tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

**2.7.8 Validation of Credit**

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit limit. Creditworthiness will only be determined via methods permitted by Alabama Rules. Where a requested billing method cannot be validated or maximum credit limit established, the Company may refuse to provide service or otherwise restrict or interrupt service to a Customer. The Company may also refuse service for invalid telephone numbers, invalid calling card or commercial credit card numbers, refusal of a called party to accept responsibility for payment, failure to keep the outstanding balance due below the credit limit or any other circumstances which may prevent the Company from collecting the charges due for a call.

**2.7.9 Deposits**

The Company does not normally require deposits. However, the Company reserves the right to collect an amount not to exceed 2 months' estimated charges as a deposit from Customers whose credit history is unacceptable or unknown to the Company. Deposits, if collected, will be collected and maintained in accordance with Commission rules.

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**SECTION 2 - RULES AND REGULATIONS (CONTINUED)****2.7 Billing and Payment for Service (Continued)****2.7.10 Special Provisions for Inmate Services**

Services provided by the Company are available to Inmates of confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement facility adopt, as part of its program, terms that enable the Company to collect the charges for all Inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

**2.7.11 Payment Fee**

**Automated Payment Fees (where available)** – Credit card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk (where available). This fee does not apply to payments mailed to the Company or submitted via a customer’s online banking service.

Automated payment fees - \$3.00

**Live Agent Fee** – A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions. This fee does not apply to payments mailed to the Company or submitted via a customer’s online banking service.

Live Agent Fee - \$5.95

**2.7.12 Single Payment Call Billed to Debit/Credit Card**

Automated Payment Fee of \$3.00 plus the applicable rate per minute listed in Section 3.3.1 for the actual call duration.

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**SECTION 2 - RULES AND REGULATIONS (CONTINUED)**

**2.7 Billing and Payment for Service (Continued)**

**2.7.13 MoneyGram Payment Processing Fee**

A fee of up to \$4.95 will be charged to a Customer by MoneyGram each time the Customer chooses to make a cash payment through MoneyGram. Securus has negotiated the payment processing fee with MoneyGram, receives no revenue in connection with that fee, and that fee is referenced in this tariff to advise the Customer of the charge. Payments may be made via the Express Payment Blue Form or FormFree®. (Please go to [www.moneygram.com](http://www.moneygram.com) for more information.)

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**2.7.14 Western Union Payment Processing Fee**

A fee of up to \$4.95 will be charged to a Customer by Western Union each time the Customer chooses to make a cash payment through Western Union. Securus has negotiated the payment processing fee with Western Union, receives no revenue in connection with that fee, and that fee is referenced in this tariff to advise the Customer of the charge. Payments may be made via the Quick Collect Blue Form. (Please go to [www.westernunion.com](http://www.westernunion.com) for more information.)

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**2.7.15 Ancillary Service Charges**

Pursuant to the Federal Communication Commission’s Report and Order on Remand and Fourth Further Notice of Proposed Rulemaking, FCC 20-111, released August 7, 2020 and effective November 23, 2020, ancillary service charges are considered jurisdictionally mixed (i.e., they cannot be segregated between interstate and intrastate calls) and, therefore, subject to FCC jurisdiction. For purposes of ancillary service charges, the jurisdictional nature of an intrastate call depends exclusively on determining the physical location of the endpoints of the call being within the State of Alabama. As a result, all ancillary service charges are subject to the FCC’s jurisdiction and rules regarding ICS. Securus’ practices in connection with charging ancillary service charges in connection with Inmate Calling Services complies with Federal Communication Commission Rule 47 CFR § 64.6020. If Securus segregates intrastate ICS from interstate ICS based on the physical location of the endpoints of an ICS call, then the ancillary service charges set forth in this tariff will apply to intrastate ICS calls in Alabama.

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**SECTION 2 - RULES AND REGULATIONS (CONTINUED)****2.8 Cancellation or Termination of Service****2.8.1 Cancellation by Company**

- A) The Company may discontinue service to a Customer under the following conditions after giving the Customer five (5) days' (excluding Sundays and legal holidays) notice:
- 1) For failure of the Customer to pay a bill for service when due;
  - 2) For failure of the Customer to meet the Company's credit requirements;
  - 3) For failure of the Customer to make proper application for service;
  - 4) For Customer's violation of any of the Company's rules on file with the Commission;
  - 5) For failure of the Customer to provide the Company reasonable access to its equipment and property;
  - 6) For Customer's breach of contract for service between the Company and the Customer;
  - 7) For failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service; or
  - 8) When necessary for the Company to comply with any order or request for any governmental authority having jurisdiction.

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**SECTION 2 - RULES AND REGULATIONS (CONTINUED)**

**2.8 Cancellation or Termination of Service (Continued)**

**2.8.1 Cancellation by Company (Continued)**

- B) The Company may discontinue service to a Customer without notice under the following conditions:
  - 1) In the event of tampering with the Company's equipment;
  - 2) In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company; or
  - 3) In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
  
- C) Service will not be disconnected on any Friday, Saturday, Sunday or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.

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**SECTION 2 - RULES AND REGULATIONS (CONTINUED)****2.9 Interconnection**

Service furnished by Securus may be connected with the services or facilities of authorized communications common carriers and with private systems subject to technical limitations. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer or Subscriber is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer or Subscriber.

**2.10 Customer/Subscriber Provided Equipment**

**2.10.1** The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer or Subscriber. The Customer or Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Securus' service.

**2.10.2** When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry. The Customer or Subscriber is responsible for ensuring that equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's or Subscriber's expense.

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**SECTION 2 - RULES AND REGULATIONS (CONTINUED)****2.11 Company Provided Equipment**

The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer or Subscriber. The Customer or Subscriber may not nor may they permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

**2.12 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and credit for the interruption is requested by the Customer.

**2.13 Telephone Rules**

Inmate Telephone Service providers shall adhere to all requirements cited in Alabama Public Service Commission Telephone Rule T-15.1, Docket 15957 (Approved March 3, 2009).

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES****3.1 General**

Securus provides operator assisted calling services for communications originating and terminating within the State of Alabama. The Company's services are available twenty-four hours per day, seven days a week. Unless otherwise specified in this Tariff, intrastate service is offered in conjunction with interstate service.

The Company offers its automated operator assisted collect-only calling services for use by Inmates of prisons, jails or other confinement facilities. Inmate access to the Company's services may be restricted by the administration of the facility served.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, class of call, and/or call duration. Customers are billed based on their use of the Company's services and network.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONTINUED)****3.2 Timing of Calls**

- 3.2.1** Billing for calls placed over the Securus network is based in part on the duration of the call as follows, unless otherwise specified in this Tariff.
- 3.2.2** Timing of each call begins when the called station is answered (i.e. when two-way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment.
- 3.2.3** Chargeable time for each call ends when one of the parties disconnects from the call.
- 3.2.4** Unless otherwise specified in this Tariff, the minimum Initial Period for billing purposes is one (1) minute.
- 3.2.5** Unless otherwise specified in this Tariff, billing for Additional Periods (usage after the Initial Period) is in full one (1) minute increments.
- 3.2.6** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.
- 3.2.7** Calls are not time-of-day or mileage sensitive unless otherwise specified in this Tariff.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONTINUED)****3.3 Institutional Operator Assisted Calling**

Institutional operator assisted calling service allows Inmates to place Collect Calls through an automated call processing system. The call processing system prompts the Inmate and the called party such that the call is completed without live operator assistance. Calls are placed on a collect-only basis to the called party. The called party must accept the charges for the call, or the connection will be dropped. If a call is not accepted within five (5) seconds of the automated voice recording prompt, the automated recording is replayed a second time. If an acceptance digit is not received five (5) seconds after the second recording is completed, the call is terminated by Securus' system.

Because the services offered herein are primarily provided to Inmates in Confinement Facilities or similar institutions, special stipulations may apply at those facilities and institutions. These stipulations are designed to preserve the integrity and security of the Confinement Facility, the safety of the public and to reduce fraud and harassment. When deemed appropriate by the Confinement Facility administration, these include: providing outward only calls; providing 0+ Collect Calls only for local, IntraLATA toll and InterLATA toll calls and blocking access to all other types or forms of calls, including three-way calling and call forwarding; blocking access to local directory assistance (411), long distance directory assistance (555-1212), 911 calls, toll free numbers including 1-800, 700, 900, 950, 10xxx and any other telephone numbers the Confinement Facility administration directs; limiting hours during which telephone service is available to Inmates; and/or limiting call frequency or duration to a time interval established by the Confinement Facility administration.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONTINUED)**

**3.3 Institutional Operator Assisted Calling, (Continued)**

**3.3.1 Automated Collect - Rates and Charges**

Pursuant to the Federal Communications Commission’s Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking, FCC 21-60, released May 24, 2021 and effective October 26, 2021 (the “FCC 2021 Order”), the jurisdictional nature of an intrastate call depends exclusively on determining the physical location of the endpoints of the call being within the State of Alabama. To the extent that location data is not available, a call will be treated as jurisdictionally indeterminate and, therefore, subject to FCC jurisdiction. As a result, all call rates in this tariff are subject to the FCC’s jurisdiction and rules regarding ICS. Securus’ practices in connection with charging ICS call rates in connection with Inmate Calling Services complies with Federal Communications Commission Rule 47 CFR § 64.6030. Also pursuant to the FCC 2021 Order, any lower Alabama state ICS rate caps will also apply to any jurisdictionally indeterminate ICS call. If Securus segregates intrastate ICS from interstate ICS based on the physical location of the endpoints of an ICS call, then any other applicable Alabama state ICS rate caps will apply. The maximum ICS rates permitted by the FCC 2021 Order are set forth in the following table:

<b>Type / Size of Facility</b>	<b>Maximum Rate Cap</b>
Prison	\$0.14 per minute*
Jails with ADP of 1,000 or more	\$0.16 per minute*
Jails with ADP less than 1,000	\$0.21 per minute

\* May include a Site Commission up to \$0.02 per minute pursuant to Securus’ contract with the applicable Correctional Facility.

Automated collect calls placed by Inmates of Confinement Facilities will be charged up to the above maximum rates for the Facility type specified. Confinement Facility rates will not exceed these rates.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONTINUED)****3.4 Prepaid Institutional Calling Services****3.4.1 Prepaid Calling Cards and Debit Accounts**

Where offered by the Confinement Facility, Inmates may either purchase a Prepaid Calling Card or set up a Prepaid Debit Account for calls made by the Inmate User or Authorized User. Prepaid Calling Cards and Debit Accounts provide an alternative method to make calls and are designed for those Inmates who prefer to prepay for their calls. Calls are made by dialing a special access dialing sequence that connects directly to the Company's network at the Confinement Facility. A valid Authorization Code must be entered to access the account.

The Company's system automatically informs the Inmate User or Authorized User of the Prepaid Balance remaining on the Prepaid Calling Card or in the Prepaid Debit Account and provides prompts to place the call by entering the destination telephone number with area code. Network usage is deducted from the Prepaid Balance on a real time basis as the call progresses. On Prepaid Calling Card and Prepaid Debit Account calls, when the Prepaid Balance is one minute prior to depletion, the Inmate User or Authorized User will be interrupted with such an announcement. (D)

Prepaid Calling Card and Debit Account services are available twenty-four (24) hours a day, seven (7) days per week to all terminating locations serviced. Access to such telephone services by an Inmate User may be subject to time-of-day and usage restrictions imposed by individual Confinement Facilities. No minimum service period applies. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest one (1) cent on a per call basis. Prepaid Balances are not charged for incomplete calls.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONTINUED)****3.4 Prepaid Institutional Calling Services, (Continued)****3.4.1 Prepaid Calling Cards and Debit Accounts, (Continued)****(A) Prepaid Calling Cards**

The Confinement Facilities that offer the option of Prepaid Calling Cards may purchase Prepaid Calling Cards directly from the Company. Inmates then purchase the Cards from authorized personnel at the Confinement Facilities. The Company does not engage in direct monetary transactions with the Inmate. The Inmate may purchase a Prepaid Calling Card in denominations determined by the Confinement Facility. Prepaid Calling Cards are offered only to Inmates at Confinement Facilities and not to the general public. Prepaid Calling Cards are valid for one hundred eighty (180) days from the date of first usage. Unused Prepaid Balances may be used by the Inmate User or Authorized User following release from the Confinement Facility only through the Company's network by dialing a special toll-free access number which automatically connects the call to the Company's network. Unused Prepaid Balances are not refundable, nor may Prepaid Calling Cards be replenished upon the depletion of the Prepaid Balance. Inmates may purchase additional cards, as permitted by their Confinement Facility.

**(B) Prepaid Debit Accounts**

For a Prepaid Debit Account, the Inmate may set up the account through the Confinement Facility administrators with an initial payment typically through the Inmate's commissary account in those Confinement Facilities where this service is available. Upon the depletion of the Prepaid Balance, the Prepaid Debit Account may be replenished by depositing funds into the Account via the Confinement Facility administrator. All deposits to the Account are paid to and handled by the Facility. The Company receives payment from the Facility; it does not engage in direct monetary transactions with the Inmate. In conjunction with release from the Confinement Facility, the Inmate may request a refund from the Confinement Facility administrator.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONTINUED)****3.4 Prepaid Institutional Calling Services, (Continued)****3.4.2 AdvanceConnect Accounts**

End Users who prefer to pay in advance for Collect Calls that originate from Confinement Facilities may set up an AdvanceConnect Account with the Company with an initial payment. The Account is set up with the initial payment and may be replenished by the End User. (D)

When the balance in an AdvanceConnect Account reaches ten dollars (\$10) or below, the End User will receive an automated courtesy call from the Company notifying the End User with such an announcement. If the End User's balance reaches zero prior to replenishment of the Account, the End User will be blocked from receiving further calls from any Confinement Facility served by the Company until the balance is replenished or an alternative billing arrangement is made.

A Consumer may request a refund of their available AdvanceConnect Account balance either by (i) submitting a written request to the Company, or (ii) contacting the Company at its toll-free telephone number and verifying certain information to confirm their identify. Securus will close an AdvanceConnect Account 90 days following the last call made. Within 10 business days following the closing of an AdvanceConnect Account, Securus will initiate a refund of the remaining balance to the Consumer (I) by charging back the amount to the Consumer's credit or debit card, or (II) (if deposits were made using check, money order, or with an inactive credit or debit card) by check to the Consumer. When making refunds, Securus will use the most current credit or debit card and address information in the Consumer's account profile. Returned checks will be reported and remitted in accordance with applicable unclaimed property requirements. Securus' refund policy is set forth in the AdvanceConnect Account terms and conditions that the Consumer must accept in order to set up an account. These terms and conditions are also available at [www.securustech.net](http://www.securustech.net). (T)

AdvanceConnect Account service is available twenty-four (24) hours a day, seven (7) days a week to all terminating locations served. Access to such services by the Inmate User may be subject to time-of-day and usage restrictions imposed by individual Confinement Facilities. No minimum service period applies. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest one (1) cent on a per call basis. Balances are not charged for incomplete calls.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONTINUED)****3.4 Prepaid Institutional Calling Services, (Continued)****3.4.3 Securus Debit**

Securus Debit is a prepaid telephone account offering made available to Inmates by the Company when permitted by the Confinement Facility. Securus Debit provides an alternative method for Inmates to prepay for and make calls. A Securus Debit account associated with the Inmate's Personal Identification Number (PIN) is automatically established by the Company. Inmates fund and replenish their Securus Debit account through electing to transfer funds from either their facility's inmate trust fund or commissary account to their Securus Debit account. Securus Debit accounts may also be funded by inmate friends and family members via the Company's points-of-sale. Funds placed in this account become the property of the inmate.

Securus Debit calls are processed by dialing a special access dialing sequence that connects directly to the Company's network at the Confinement Facility. Inmates must enter a valid Authorization Code to access their Securus Debit account. The Company's system automatically informs the Inmate of the prepaid balance remaining on the Securus Debit account prior to each call, provides prompts to place the call by entering the destination telephone number, and informs the Inmate of the rates for the call being attempted. Call charges are deducted from the prepaid account balance on a real-time basis as the call progresses. During a Securus Debit call, when the prepaid account balance is one minute prior to depletion, the Inmate will be interrupted with such an announcement.

Securus Debit services are available twenty-four (24) hours a day, seven (7) days per week to all terminating locations serviced. Access to such telephone services by an Inmate may be subject to time-of-day and usage restrictions imposed by individual Confinement Facilities. No minimum service period applies. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest one (1) cent on a per call basis. Prepaid balances are not charged for incomplete calls.

Upon an Inmate's release from a Correctional Facility, the Correctional Facility administrator will refund any remaining account balance in accordance with the Correctional Facility's policies and procedures.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONTINUED)**

**3.4 Prepaid Institutional Calling Services, (Continued)**

**3.4.4 Prepaid Institutional Calling Services - Rates and Charges**

Prepaid calls placed by Inmates of Confinement Facilities will be charged within the ranges set forth below depending on the rate plan selected by the Confinement Facility.

1. Prepaid Calling Cards and Debit Accounts

Rates and charges for prepaid calling services will not exceed the rates listed in Section 3.3.1.

2. AdvanceConnect Accounts

Rates and charges for AdvanceConnect Accounts will not exceed the rates listed in Section 3.3.1.

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**SECTION 4 - CONTRACTS AND PROMOTIONS****4.1 Contracts**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this Tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

**4.2 Promotions**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area. Promotional offerings will be tariffed and will include descriptions of the offering, the time span during which the promotion will be available and eligibility requirements.

**4.3 Demonstration of Service Promotion**

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

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