

## Sending money to inmates

The Mississippi Department of Corrections operates an inmate banking program under a contract with Premier Services, which can be reached by phone or through its internet site. More information can be found on page 31.

**601-326-2590**

*Note: Premier Services opens at 7:30 a.m. and closes at 4 p.m. Mondays through Thursdays.  
Premier is open 7:30 a.m. to 3 p.m. on Fridays.*

**[www.premier.services](http://www.premier.services)**

**FASTEST WAY TO SEND FUNDS TO MDOC INMATES!**

SAVE MONEY!



CLICK HERE



Website: **PREMIER.SERVICES**



**[www.PREMIER.SERVICES](http://www.PREMIER.SERVICES)**

**Money can also be sent in person through commercial vending options.**

# Fees

The total transaction amount (the "Total") shall be equal to (i) the total amount of the deposit entered (the "Amount"); plus (ii) a fixed fee as determined based on the table below in accordance with the applicable Amount (the "Fixed Fee"); plus (iii) a fee equal to 3.00% of the Total transaction amount (the "Variable Fee").

## Example Fee Table

Amount	Fixed Fee + Variable Fee
\$0.00 - \$25.00	\$3.25 + 3.00000%
\$25.01 - \$100.00	\$4.50 + 3.00000%
\$100.01 - \$200.00	\$6.00 + 3.00000%
\$200.01 and up	\$7.50 + 3.00000%

For the sake of clarity, the Variable Fee is calculated by dividing the sum of the deposit Amount and the Fixed Fee by .97 and then subtracting from this number the sum of the deposit Amount and the Fixed Fee, such that the final amount of the Variable Fee is equal to 3.00% of the Total transaction amount.

Expressed as an equation, this calculation is as follows:

$$\frac{\text{Deposit Amount} + \text{Fixed Fee}}{0.97} = \text{Total Transaction Amount}$$

$$\text{Total Transaction Amount} - (\text{Deposit Amount} + \text{Fixed Fee}) = \text{Variable Fee}$$

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Would you like to order commissary for an inmate instead? Visit CommissaryOrder.com (<https://CommissaryOrder.com/>)

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# Terms and Conditions

## TERMS OF SERVICE:

As a condition to using Cashless Systems Inc.'s ("Cashless") <https://commissarydeposit.com/> (<https://commissarydeposit.com/>), <https://premier.services/> (<https://premier.services/>), <https://commissaryorder.com/> (<https://commissaryorder.com/>), and other websites, (collectively, the "Website") and trust accounting services or commissary order services as described herein, you agree to these Terms and Conditions ("Agreement") and any future amendments hereto.

### 1. USE OF THIRD PARTY PROCESSORS.

Cashless uses third party entities (each a "Processor", and collectively, "Processors") to provide services offered through the Website. By using the Website, you acknowledge and consent to our Privacy Policy and our Terms and Conditions.

### 2. NOTICE AND CONSENT.

By using the Website, you agree to the Terms and Conditions herein, Cashless' Privacy Policy, and any other documents incorporated by reference. You further agree that this Agreement forms a legally binding contract between you and Cashless, and any Processor, as applicable, and that this Agreement constitutes a writing signed by you under any applicable law or regulation. Any rights not expressly granted herein are reserved by Cashless and its Processors. This Agreement may be amended at any time by posting a revised version on our website. The revised version will be effective at the time we post it. You agree to be bound by the changed terms and conditions of this Agreement as of the effective date of such changes. We last modified this Agreement on July 15, 2021. In this Agreement, "You", "User" or "Customer" means any person or entity using the Website, System, or our Services (as defined below).

### 3. THE SERVICES.

#### 1. Trust Accounting Services.

Cashless has developed a trust accounting system that manages balances and transaction tracking for inmates ("Recipient") housed in correctional facilities that are affiliated with Cashless ("Facility"). The trust accounting system and the interface for making deposits, transfers, and disbursements to Recipients ("Payment(s)") and for making Purchases (as defined below) through the Website is collectively referred to as the "System." A User may make a Payment for the benefit of a Recipient to Processor. While the System is able to track Payments and other transactions as they relate to a specific Recipient, Cashless does not receive, have possession of, or transfer funds deposited by a User. Cashless contracts with third party Processors to perform those functions. All deposits, payments, or transfers made by a User are made directly to Processor and Processor subsequently transfers Payments to the account of the Recipient's Facility. Payments may be made over the Internet using a Visa, MasterCard, American Express, or Discover branded credit card or debit card (collectively "Bank Card") or at a Cashless kiosk located at a Facility using cash or a Bank Card. If you are unsure of which Recipient's account to send a Payment to, please contact the Facility or Cashless. You are responsible for confirming the accuracy of the information you provide about each Payment, including the Recipient and the amount of the transaction. Neither Cashless nor Processor will be liable for a Payment sent to the incorrect Recipient or in an amount you did not intend to send.

#### 2. Commissary Order Services.

Cashless allows you to make direct purchases of available goods and services for Recipients residing at a Facility ("Purchase"). Cashless contracts with other affiliated companies who have an inventory of goods or who provide services at a Facility. A User may use the System to make a Purchase for a Recipient at a designated Facility through these vendors. A User may make a Purchase of available goods or services via payments made over the Internet through the Website. If you are unsure of the Recipient you wish to make a Purchase for or if you are unsure as to which Facility the Recipient resides in, please contact the Facility of Cashless. You are responsible for confirming the accuracy of the information you provide about each Purchase, including the Recipient, the good or service purchased, and the amount of the Purchase. Cashless makes no representation, warranty, or guarantee that any particular good or service will be available for purchase at any given time at any Facility. Cashless will not be liable for a Purchase of the incorrect good, for a Purchase for an incorrect Recipient, or for a Purchase in an amount you did not intend to make. Processor is not affiliated in any way with the Purchase services offered by Cashless.

### 4. PAYMENT INFORMATION.

To facilitate Payments and Purchases, you will be required to provide Processor and Cashless with certain information to allow Processor and Cashless, among other things: to verify your identity; to receive appropriate Bank Card authorization if applicable; and to gather any other information Processor, Cashless, or a Facility shall require of you to either send a Payment or make a Purchase. You will also be required to provide Cashless with certain information to allow Cashless to properly track Payments, manage Purchases, manage Recipient balances in the trust accounting system, and for other specific purposes as may be required for each Facility. Please refer to Cashless' Privacy Policy regarding Cashless' use of this information. When required by applicable law, Payments will be reported to federal, state or local authorities.

### 5. IDENTITY AUTHENTICATION.

You authorize Cashless and Processor, directly or through third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to provide your date of birth, and/or other information that will allow Cashless and Processor to reasonably identify you, requiring you to take steps to verify your information against third party databases or through other sources.

Cashless and Processor reserve the right to close, suspend, or limit access to the System and your ability to make Payments in the event we are unable to obtain or verify this information.

#### 6. FEES.

In consideration for the use of the Payments Service, you agree to pay Processor a fee for each Payment sent by you at the applicable rate then in effect. You do not pay a Service Fee to Cashless for use of the Payment service. The Processor may pay a portion of its Service Fees to Cashless as a rebate. In consideration for the use of the Payments Service, you agree to pay Cashless a fee for each Purchase made by you at the applicable rate then in effect (fees for Payments and Purchases are individually and collectively referred to as "Service Fees"). All Service Fees are non-refundable absent extenuating circumstances.

#### 7. PAYMENT.

Service Fees and the amount due for Payments and Purchases are due and payable before Processor processes Payments and before Cashless processes Purchases. By making a Payment or Purchase with a Bank Card, you authorize Processor to process the Payment and Cashless to process the Purchase. When using a Bank Card, if Processor or Cashless does not receive authorization from the card issuer, the transaction will not be processed and a hold may be placed on your Bank Card which can only be removed by the issuing bank. Each time you use the System to make a Payment, you agree that Processor is authorized to charge your designated Bank Card account for the Payment amount, the Service Fee, and any other applicable fees. Each time you use the System to make a Purchase, you agree that Cashless is authorized to charge your designated Bank Card account for the Purchase amount, the Service Fee, and any other applicable fees.

#### 8. OTHER CHARGES.

Neither Processor nor Cashless is responsible for any fees or charges that may be imposed by the financial institutions associated with your use of the System. For example (without limitation), some credit card issuers may treat the use of your credit card to make Payments as a "cash advance" rather than a purchase transaction, and may impose additional fees and interest rates for the transaction. Neither Processor nor Cashless is responsible for any non-sufficient funds charges, chargeback fees, or other similar charges that might be imposed on you by your bank, credit card issuer, or other provider.

#### 9. REFUNDS.

You may not cancel a Payment or Purchase after completion. Absent extenuating circumstances, Cashless does not issue refunds. Under some circumstances, a Payment or Purchase may not be completed or a Facility may refuse to accept a Payment or Purchase. Facilities currently retain the right to refuse to accept a Payment or Purchase. Recipients currently do not have any right or ability to refuse to accept a Payment or Purchase. In the case of an incomplete or refused Payment, Processor will cancel the Payment transaction and refund the Payment amount less the Service Fee to the User. In the case of an incomplete or refused Purchase, Cashless will cancel the Purchase transaction and refund the Purchase amount less the Service Fee to the User.

#### 10. GOVERNING LAW.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the state for which venue is determined under Section 10(b) below.

#### 11. DISPUTE RESOLUTION.

1. Any dispute, claim or controversy among the parties arising out of or relating to this Agreement ("Dispute") shall be finally resolved by and through binding arbitration in accordance with the Federal Arbitration Act to the exclusion of any state or municipal law of arbitration. Both the foregoing agreement of the parties to arbitrate any and all Disputes, and the results, determinations, findings, judgments and/or awards rendered through any such arbitration, shall be final and binding on the parties and may be specifically enforced by legal proceedings in any court of competent jurisdiction.
2. For any Dispute with Processor, the place of arbitration shall be Cache County, Utah. For any Dispute with Cashless, the place of arbitration shall be Raleigh, North Carolina.
3. The cost of the arbitration proceeding, including, without limitation, each party's attorneys' fees and costs, shall be borne by the unsuccessful party or, at the discretion of the arbitrators, may be prorated between the parties in such proportion as the arbitrators determine to be equitable and shall be awarded as part of the award.
4. RESTRICTIONS ON ARBITRATION: ALL DISPUTES, REGARDLESS OF THE DATE OF ACCRUAL OF SUCH DISPUTE, SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. ANY DISPUTES YOU MAY HAVE AGAINST BOTH CASHLESS AND PROCESSOR YOU HEREBY AGREE TO BIFURCATE AND ARBITRATE AGAINST PROCESSOR INDIVIDUALLY IN CACHE COUNTY, UTAH AND AGAINST CASHLESS INDIVIDUALLY IN RALEIGH, NORTH CAROLINA. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, AND TO CERTAIN DISCOVERY AND OTHER PROCEDURES THAT ARE AVAILABLE IN A LAWSUIT. YOU, CASHLESS, AND PROCESSOR AGREE THAT NEITHER ANY JUDGE NOR THE ARBITRATORS HAVE AUTHORITY TO ORDER CONSOLIDATION OR CLASS ARBITRATION OR TO CONDUCT CLASS-WIDE ARBITRATION PROCEEDINGS, AND ARE ONLY AUTHORIZED TO RESOLVE THE INDIVIDUAL DISPUTES BETWEEN YOU AND CASHLESS AND BETWEEN YOU AND PROCESSOR. FURTHER, YOU WILL NOT HAVE THE RIGHT TO CONSOLIDATION OR JOINDER OF INDIVIDUAL DISPUTES OR ARBITRATIONS, TO HAVE ANY DISPUTE ARBITRATED ON A CLASS ACTION BASIS, OR TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

5. THE VALIDITY, EFFECT, AND ENFORCEABILITY OF THE FOREGOING WAIVER OF CLASS ACTION LAWSUIT AND CLASS-WIDE ARBITRATION, IF CHALLENGED, ARE TO BE DETERMINED SOLELY AND EXCLUSIVELY BY:
1. IF AGAINST CASHLESS: THE STATE COURTS LOCATED IN WAKE COUNTY, NORTH CAROLINA OR THE FEDERAL DISTRICT COURT LOCATED IN THE EASTERN DISTRICT OF NORTH CAROLINA; OR
  2. IF AGAINST PROCESSOR: THE STATE COURTS LOCATED IN CACHE COUNTY, UTAH, OR THE FEDERAL DISTRICT COURT LOCATED IN THE DISTRICT OF UTAH.
6. WITHOUT WAIVING THE RIGHT TO APPEAL SUCH DECISION, SHOULD ANY PORTION OF SECTION 10(a) BE STRICKEN FROM THESE TERMS & CONDITIONS AGREEMENT OR DEEMED OTHERWISE INVALID OR UNENFORCEABLE, THEN THIS ENTIRE SECTION 10 (OTHER THAN THE FOLLOWING SENTENCE) SHALL BE STRICKEN FROM THIS AGREEMENT AND INAPPLICABLE, AND ANY AND ALL DISPUTES SHALL PROCEED:
1. IF AGAINST CASHLESS: IN THE STATE COURTS LOCATED IN WAKE COUNTY, NORTH CAROLINA OR THE FEDERAL DISTRICT COURT LOCATED IN THE EASTERN DISTRICT OF NORTH CAROLINA; OR
  2. IF AGAINST PROCESSOR: THE STATE COURTS LOCATED IN CACHE COUNTY, UTAH, OR THE FEDERAL DISTRICT COURT LOCATED IN THE DISTRICT OF UTAH;
- AND BE DECIDED BY A JUDGE, SITTING WITHOUT A JURY, ACCORDING TO APPLICABLE COURT RULES AND PROCEDURES, AND NOT AS A CLASS ACTION LAWSUIT.

#### 12. INDEMNIFICATION.

1. Except to the extent that Cashless is otherwise liable under this Agreement or by applicable law, you agree to indemnify and hold Cashless, its shareholders, subsidiaries, affiliates, directors, officers, employees, agents, representatives, suppliers, service providers, and subcontractors harmless from any and all losses, liabilities, claims, demands, judgments and expenses, including but not limited to reasonable attorney's fees, arising out of or in any way connected with your use of the performance of the System or Services.
2. Except to the extent that Processor is otherwise liable under this Agreement or by applicable law, you agree to indemnify and hold Processor, its shareholders, subsidiaries, affiliates, directors, officers, employees, agents, representatives, suppliers, service providers, and subcontractors harmless from any and all losses, liabilities, claims, demands, judgments and expenses, including but not limited to reasonable attorney's fees, arising out of or in any way connected with your use of the performance of the System or Services.

13. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** THE SERVICES PROVIDED HEREIN BY CASHLESS AND PROCESSOR ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER CASHLESS NOR PROCESSOR MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SYSTEM OR SERVICE(S) OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SYSTEM, SERVICES, AND WEBSITE IS AT YOUR SOLE RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY OF THE PERSONAL, PAYMENT, AND PURCHASE INFORMATION THAT YOU PROVIDE.
- TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, BOTH CASHLESS AND PROCESSOR DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER CASHLESS NOR PROCESSOR WARRANT THAT THIS WEBSITE, THE SERVICE, THE SYSTEM, OR EMAIL SENT FROM EITHER CASHLESS OR PROCESSOR ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NEITHER CASHLESS NOR PROCESSOR (AS WELL AS THEIR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND STOCKHOLDERS) WILL BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, ANY CREDIT CARD COMPANY'S NON-AUTHORIZATION OF A USER'S BANK CARD, ANY GOVERNMENT ENTITY'S NON-ACCEPTANCE OF A PAYMENT FROM A USER USING THE SYSTEM OR SERVICES, FOR DISRUPTIONS IN THE SYSTEM OR SERVICES, OR FOR ERROR, DELAY OR MIS-DELIVERY OF A PAYMENT OR PURCHASE, REGARDLESS OF THE CAUSE, INCLUDING (WITHOUT LIMITATION) DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

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