

Terms of Use

Effective date: September 22, 2025

Welcome to GOinbox. Please read on to learn the rules and restrictions that govern your use of our email service (the "Services"). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at:

Email: support@kiwichat.com

These Terms of Use (the "Terms") are a binding contract between you and **KIWICHAT, INC.** ("KiwiChat," "we" and "us"). Your use of the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document as well as those in the [Privacy Policy](#) and other relevant policies. **In addition, your use of the Services may be subject to additional rules, policies and procedures established by the correctional facility where you are located (the "Correctional Facility") unless and until you are released from such Correctional Facility.**

Please read these Terms carefully. They cover important information about Services provided to you. **These Terms include information about [future changes to these Terms](#), [limitations of liability](#), [a class action waiver and resolution of disputes by arbitration instead of in court](#).** PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER. IF YOU CANNOT READ OR UNDERSTAND THESE TERMS PLEASE CONTACT CORRECTIONAL STAFF FOR FURTHER EXPLANATION AND CLARIFICATION

ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE [ARBITRATION AGREEMENT SECTION BELOW](#), YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

What does GOinbox do?

Our Service provides access to an email account that is designed specifically for use by incarcerated individuals. If you are using our Services while incarcerated at a Correctional Facility, then we have contracted with your Correctional Facility (or the applicable governmental entity overseeing such Correctional Facility) to provide you with the Services. Subject to our continued arrangement with your Correctional Facility, you may use the Services as long as you are incarcerated at the Correctional Facility. In addition, following your release from the Correctional Facility, you may continue to use the Services to access and use your email account (such use, "**Post-Release Use**").

Will these Terms ever change?

We are constantly trying to improve our Services, so these Terms may need to change along with our Services. We reserve the right to change the Terms at any time, but if we do, we will place a notice on our website, send you an email, and/or notify you by some other means.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

What about my privacy?

We take the privacy of our users very seriously. For the current Privacy Policy, please click [here](#).

Children's Online Privacy Protection Act

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13 years of age. We do not knowingly collect or solicit personally identifiable information from children under 13 years of age; if you are a child under 13 years of age, please do not attempt to register for or otherwise use the Services or send us any personal information. If we learn we have collected personal information from a child under 13 years of age, we will delete that information as quickly as possible. If you believe that a child under 13 years of age may have provided us personal information, please contact us at [SUPPORT@KIWICHAT.COM].

How do I Create an Account?

To use the Services, you will be assigned an email address by your applicable Correctional Facility (the "GOinbox Address"). You may not transfer your account to anyone else or change your GOinbox Address without our prior written permission. For as long as you remain incarcerated, your Correctional Facility will have administrative control over your GOinbox Address. Following your release from the Correctional Facility, you will be granted administrative controls of your GOinbox Address.

Are there restrictions in how I can use the Services?

You represent, warrant, and agree that you will not use the Services in a manner that:

- (a) infringes or violates the intellectual property rights or any other rights of anyone else (including us);
- (b) violates any law or regulation, including, without limitation, any Correctional Facility rule or policy, any privacy laws or any other purpose not reasonably intended by us;
- (c) is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (d) sends spam or engages in phishing. Spam is unwanted or unsolicited bulk messages. Phishing is sending messages to fraudulently or unlawfully induce residents to reveal personal or sensitive information, such as passwords, dates of birth, Social Security numbers, passport numbers, credit card information, financial information, or other sensitive information, or to gain access to accounts or records, exfiltration of documents or other sensitive information, payment and/or financial benefit;
- (e) results in the sharing of inappropriate content or material (involving, for example, nudity, pornography, offensive language, graphic violence, or criminal activity);
- (f) jeopardizes the security of your GOinbox account or anyone else's (such as allowing someone else to log in to the Services as you);

- (g) attempts, in any manner, to obtain the password, account, or other security information from any other user;
- (h) violates the security of any computer network, or cracks any passwords or security encryption codes; or
- (i) decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

What are my Messaging Obligations and Who Has Access to my Messages?

User Messages

Any messages or other content you transmit or receive through the Services are your “User Messages”. You are solely responsible for the User Messages you transmit.

You agree that you will not transmit any User Messages that: (i) infringe any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.); (ii) contain sexually explicit content or pornography; (iii) contain hateful, defamatory, or discriminatory content or incite hatred against any individual or group; (iv) exploit minors; (v) depict unlawful acts or extreme violence; (vi) depict animal cruelty or extreme violence towards animals; (vii) promote fraudulent schemes, multi-level marketing (MLM) schemes, get rich quick schemes, online gaming and gambling, cash gifting, work from home businesses, or any other dubious money-making ventures; or (viii) that violate any law.

Targeted Marketing

You acknowledge and agree that we may use User Messages, along with other data we may have collected about you, to serve you advertisements that may be of interest to you. Our use of any such User Messages that contain personal data or personal information is subject to our [Privacy Policy](#).

Correctional Facility Review

You understand and agree that all of your User Messages will be reviewed, monitored, and preserved by us and the applicable Correctional Facility, and that you waive any privacy or other confidentiality rights you may have in such content. If you are communicating with an attorney, you agree you will not use the Services to transmit any confidential or privileged communications and you waive any claim against us or the applicable Correctional Facility for violation of the attorney-client privilege. Your messages and other User Messages may be delayed as their content may be pending review and approval by the Correctional Facility or by us. Under some circumstances, a Correctional Facility may refuse to deliver a message or attachment to the intended recipient. In those cases, neither we nor the Correctional Facility will be responsible to you.

Storage of your User Messages may continue even after your account has been terminated. In addition, if you continue to use the Services after you are released from a Correctional Facility, your pre-release User Messages may continue to be stored; however, your messages and other content transmitted or uploaded during Post-Release Use will not be subject to Correctional Facility review. Correctional facilities may have their own rules and policies pertaining to saving and archiving such User Messages which may differ from our standard policies. You understand and agree that once a message or other content is deleted pursuant to our retention policies and/or the Correctional Facility's retention policies, such deleted content will no longer be available.

Will you ever change the Services?

We're always trying to improve our Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services.

Do the Services cost anything?

For as long as you are incarcerated at a Correctional Facility, your use of the Services is paid for by the Correctional Facility. If our contract with your Correctional Facility is terminated for any reason, you may lose access to the Services. With respect to Post-Release Use, we reserve the right to charge fees for your continued use of the Services. In such case, we will notify you before any Services you are then using begin carrying a fee, and if you wish to continue using such Services, you must pay all applicable fees for such Services.

What if I want to stop using the Services?

You're free to do that at any time by contacting us at support@goinbox.com; please refer to our [Privacy Policy](#), as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services.

We are also free to terminate (or suspend access to) your use of the Services or your account for any reason in our discretion, including your breach of these Terms. We have the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in destruction of any User Messages associated with your account, so keep that in mind before you decide to terminate your account. We will try to provide advance notice to you prior to our terminating your account so that you are able to retrieve any important User Messages you may have stored in your account (to the extent allowed by law and these Terms), but we may not do so if we determine it would be impractical, illegal, not in the interest of someone's safety or security, or otherwise harmful to our rights or property.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us, including without limitation the arbitration agreement.

What else do I need to know?

Warranty Disclaimer. We and our licensors, suppliers, partners, parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives and agents, and each of their respective successors and assigns (us and all such parties together, the "GOinbox Parties") make no representations or warranties concerning the Services, including without limitation regarding any User Messages received through the Services, and the GOinbox Parties will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services or any claims, actions, suits procedures, costs, expenses, damages or liabilities arising out of use of, or in any way related to your participation in, the Services. The GOinbox Parties make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through or in connection with the Services. THE SERVICES ARE PROVIDED BY US (AND OUR LICENSORS AND SUPPLIERS) ON AN

“AS-IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL ANY OF THE GOINBOX PARTIES BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, (B) ANY SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, (C) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF ONE-HUNDRED (\$100) DOLLARS OR (D) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without our prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law. These Terms are governed by and will be construed under the Federal Arbitration Act, applicable federal law, and the laws of the State of Florida, without regard to the conflicts of laws provisions thereof.

Arbitration Agreement. Please read the following ARBITRATION AGREEMENT carefully because it requires you to arbitrate certain disputes and claims with us and limits the manner in which you can seek relief from us. Both you and we acknowledge and agree that for the purposes of any dispute arising out of or relating to the subject matter of these Terms, our officers, directors, employees and independent contractors (“Personnel”) are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Personnel will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.

(a) *Arbitration Rules; Applicability of Arbitration Agreement.* The parties shall use their best efforts to settle any dispute, claim, question, or disagreement arising out of or relating to the subject matter of these Terms directly through good-faith negotiations, which shall be a precondition to either party initiating arbitration. If such negotiations do not resolve the dispute, it shall be finally settled by binding arbitration in Dade County, Florida. The arbitration will proceed in the English language, in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the “Rules”) then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes. The arbitrator shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

(b) *Costs of Arbitration.* The Rules will govern payment of all arbitration fees. We will pay all arbitration fees for claims less than seventy-five thousand (\$75,000) dollars. We will not seek its attorneys’ fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

(c) *Small Claims Court; Infringement.* Either you or we may assert claims, if they qualify, in small claims court in Dade County, Florida or any United States county where you live or work. Furthermore, notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction, to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

(d) *Waiver of Jury Trial.* YOU AND WE WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. Both parties are instead choosing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and us over whether to vacate or enforce an arbitration award, BOTH PARTIES WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

(e) *Waiver of Class or Consolidated Actions.* ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor we are entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in (g) below.

(f) *Opt-out.* You have the right to opt out of the provisions of this Section by sending written notice of your decision to opt out to the following address: 12864 Biscayne Blvd. # 432, North Miami, FL 33181 postmarked within thirty (30) days of first accepting these Terms. You must include (i) your name and residence address, (ii) the email address and/or telephone number associated with your account, and (iii) a clear statement that you want to opt out of these Terms' arbitration agreement.

(g) *Exclusive Venue.* If you send the opt-out notice in (f), and/or in any circumstances where the foregoing arbitration agreement permits either party to litigate any dispute arising out of or relating to the subject matter of these Terms in court, then the foregoing arbitration agreement will not apply to either party, and both you and we agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in, respectively, Dade County, Florida, or the federal district in which that county falls.

(h) *Severability.* If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration Agreement section will be null and void. This arbitration agreement will survive the termination of your relationship with GOinbox.

Miscellaneous. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms are found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. Both parties agree that these Terms are the complete and exclusive statement of the mutual understanding between us, and that these Terms supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of ours, and you do not have any authority of any kind to bind us in any respect whatsoever.

Except as expressly set forth in the section above regarding the arbitration agreement, both parties agree there are no third-party beneficiaries intended under these Terms.