

E911



Agreement & Acknowledgement

CRITICAL 911/E911 SERVICE LIMITATION AND SAFETY INFORMATION

The Voice over Internet Protocol (VoIP) service ("the Service") you recently purchased is provided by TeleBroad LLC ("service provider") or by one of its independent resellers or distributors of the underlying service provider. Please read carefully the following terms and conditions, which contain important service and safety information and identify the differences between traditional 911 service and the emergency services calling associated with the Service. If you do not agree to all of the below terms and conditions, you must decline to activate and/or use the service, and will be provided with product return options.

911 EMERGENCY DIALING DESCRIPTION AND LIMITATIONS

Depending on several factors, including, but not limited to, the geographic location of the phone number associated with your VoIP Device (i.e., adapter, SIP phone, or IP phone software application) and/or the service address you listed at the time you registered for the service ("Registered Location"), by dialing 911 on your phone, your call, in many cases, will be routed to emergency personnel responsible for your Registered Location. Emergency resources and personnel will be dispatched to the Registered Location regardless of your actual location or that of your VoIP Device at the time of the call.

Customer Responsibilities

- 1) You must correctly identify the actual service address where your VoIP Device will be located when you register for the service. Failure to do so may result in fire, police or emergency personnel either not being able to find your location or may significantly delay their response time. Additionally, you may incur fines or other penalties resulting from improper dispatch of emergency services.
- 2) Should you wish to move your service, you must update your Registered Location at least ten (10) days prior to your move to avoid delays and loss of emergency services. You

may receive a new telephone number associated with the new location.

Limitations of 911 Emergency Dialing

YOU ACKNOWLEDGE THAT 911 EMERGENCY DIALING ("VoIP 911") ASSOCIATED WITH VOIP HAS CERTAIN LIMITATIONS, WHICH YOU MUST UNDERSTAND BEFORE ORDERING:

- 1) VoIP 911 only functions if you are using an approved VoIP Device, equipment or software and after your order has been processed and you have received a 911 service confirmation. If you use non-approved equipment or software or attempt to access VoIP 911 service prior to confirmation, VoIP 911 may fail.
- 2) Even though you may be able to make outbound calls immediately after installing your VoIP Device, provisioning of VoIP 911 may take additional time to complete. If you attempt to make VoIP 911 calls before you have received a 911 service confirmation (or prior to completion of VoIP 911 provisioning), calls to 911 may fail or may be forwarded to a non-public, backup emergency answering service.
- 3) After VoIP 911 is provisioned, emergency personnel may not have your Registered Location and/or your phone number on file, so you should be prepared to provide that information in the event you require emergency services and dial 911.
- 4) **VOIP 911 WILL NOT FUNCTION IF:**
 - a) Your VoIP Device fails or is not configured correctly;
 - b) If your service is not working for any reason, including, but not limited to:
 - i) A power outage;
 - ii) broadband service outage;
 - iii) network congestion;
 - iv) suspension or disconnection of your Service, broadband connection, or electrical power because of nonpayment or late payment; or
 - v) you fail to meet the minimum technical service requirements.

FOLLOWING A POWER OUTAGE, YOU MAY NEED TO

RESET OR RECONFIGURE YOUR EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR SERVICE, INCLUDING VOIP 911.

- 5) In certain limited cases, your VoIP 911 call will not be routed to the "traditional" wireline 911 dispatch center. Instead, it will be routed to a wireless telephone emergency dispatch center that may not normally receive 911 calls from your Registered Location. In this case, emergency personnel will not have your Registered Location and/or your phone number on file, so you should be prepared to provide that information in the event you require emergency services and dial 911.

IF THE CALL IS DISCONNECTED FOR ANY REASON, EMERGENCY PERSONNEL WILL HAVE NO WAY TO CONTACT YOU OR DETERMINE YOUR IDENTITY OR LOCATION, SO YOU SHOULD RE-DIAL 911 IMMEDIATELY.

6) **IF ANY OF THE FOLLOWING OCCUR**

- a) "Traditional" 911 or E911 services are not available in your area;
- b) Your Registered Location address cannot be validated;
- c) There is a failure in the underlying landline 911 network;
- d) There is a failure in the VoIP 911 call or location processing system.

First, your call will be routed to a national call center where a trained operator will attempt to determine your identity and location. Neither the call center, nor the emergency dispatch center will have the ability to determine your location other than by asking you to provide your name and physical address. Only then will the operator be able to connect the call to an administrative number of the proper emergency dispatch center.

THIS MAY RESULT IN A DELAY IN HANDLING OF YOUR EMERGENCY CALL AND, CONSEQUENTLY, MAY RESULT IN FIRE, POLICE OR EMERGENCY PERSONNEL EITHER NOT BEING ABLE TO FIND YOUR LOCATION OR MAY SIGNIFICANTLY DELAY THEIR RESPONSE TIME. FURTHER, IF YOU DO REACH EMERGENCY PERSONNEL, THEY MAY NOT HAVE THE ABILITY TO CONTACT YOU IF THE CALL IS DISCONNECTED FOR ANY REASON, SO YOU SHOULD RE-DIAL 911 IMMEDIATELY.

AGREEMENT AND ACKNOWLEDGEMENT

- 1) You agree to advise all friends, guests, family members, or

any others who might place calls over this service of these limitations herein, and understand that it is recommended that you place the warning sticker provided to you on, or near, your VoIP Device in an easily viewed location for any Service user.

- 2) You authorize the Independent Reseller and Underlying Provider of the service to disclose your name and address to third-party emergency services providers in order to dispatch emergency personnel to your Registered Location.
- 3) You understand that the independent reseller and underlying provider do not warrant the availability of a particular method of VoIP 911 for any location and/or the availability of VoIP 911 services.
- 4) You acknowledge that the liability of the underlying service provider, TELEBROAD LLC. ("Underlying Provider") is limited to the amount paid for the service for any service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this document, in applicable tariffs, and/or public disclosures.
- 5) YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE UNDERLYING PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND INDEPENDENT RESELLERS, DISTRIBUTORS, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU AND/OR THOSE USED IN THE PROVISION OF THIS SERVICE BY THE UNDERLYING PROVIDER IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES (INCLUDING LOSS OF PROFITS OR REVENUE), DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911 EMERGENCY DIALING, AND ANY COMMUNICATION, ASSISTANCE OR INSTRUCTION THAT YOU MAY RECEIVE FROM THE UNDERLYING PROVIDER, ITS EMPLOYEES, INDEPENDENT CONTRACTORS OR AGENTS, WHO MAY ATTEMPT TO CONTACT YOU DIRECTLY IN THE EVENT OF AN INCOMPLETE 911 CALL.
- 6) You acknowledge that you are of legal age to consent (i.e. 18 years of age or older) to the terms and conditions of service. You acknowledge your receipt of these VoIP 911 limitations, and that you understand and agree to them.

Customer Signature _____ Date _____

Print Name _____

Address _____

City _____ State _____ Zip _____

Telephone #: _____

Instructions:

Please print and sign this document then fax to 212-444-9912 or e-mail to support@telebroad.com

