



## **9-1-1 PROVISIONS INCLUDED IN EN3 IT SOLUTIONS LTD. ("EN3") TERMS OF SERVICE**

### **ADVISORY REGARDING 911 DIALING AND LIMITATIONS OF SERVICE: THIS SECTION CONTAINS IMPORTANT PROVISIONS, INCLUDING THOSE REGARDING EN3 9-1-1 SERVICE CAPABILITIES**

In order to subscribe to the EN3 VoIP services, you must review this Advisory carefully and provide your electronic signature at the end of it. By providing your electronic signature, you acknowledge that you have received and understand this Advisory and that you agree to the terms and conditions stated herein.

**Description:** VoIP services allow you to make or receive telephone calls over the Internet to or from the public switched telephone network. The nature of VoIP telephone calls, while appearing similar to traditional telephone calling services, create unique limitations and circumstances, and you acknowledge and agree that differences exist between traditional telephone service and VoIP telephone services, including the lack of traditional 9-1-1 emergency services.

**9-1-1 service:** Because of the unique nature of VoIP telephone calls, emergency calls to 9-1-1 through your VoIP service will be handled differently than traditional phone service. The following provisions describe the differences and limitations of 9-1-1 emergency calls, and you hereby acknowledge and understand the differences between traditional 9-1-1 service and VoIP calls with respect to 9-1-1 calls placed to emergency services from your account as described below.

**Placing 9-1-1 calls:** Due to the limitations of the VoIP telephone services, your 9-1-1 call may be routed differently from 9-1-1 calls made using traditional telephone service. When a 9-1-1 emergency call is made, the VoIP service will attempt to automatically route the 9-1-1 call through a third-party service provider, or call center, that will then route the call to a Public Safety Answering Point ("**PSAP**") based on registered address information corresponding to your address of record on your account. For example, your call may be forwarded to a third-party specialized call centre that handles emergency calls. This third-party service provider is different from the PSAP that would answer a traditional 9-1-1 call which has access to automatically generated end-user address information. Consequently, you may be required to you may be required to provide your name, address, and telephone number to the call centre, and you must be prepared to do so.



**How your information is provided:** The VoIP service will attempt to automatically provide the PSAP dispatcher or emergency service operator with the name, address and telephone number associated with your account. However, for technical reasons, the dispatcher receiving the call may not be able to capture or retain your name, phone number or physical location. Therefore, when making a 9-1-1 emergency call, you must immediately inform the dispatcher of your location (or the location of the emergency, if different). If you are unable to speak, the dispatcher may not be able to locate you if your location information is not up to date

**Correctness of information:** You are solely responsible for providing and maintaining correct contact information (including name, residential address and telephone number) for your account with EN3. If you do not correctly identify the actual location where you are located, or if your account information has recently changed or has otherwise not been updated, 9-1-1 calls may be misdirected to an incorrect emergency response site. IF THE PHYSICAL ADDRESS OF YOUR VOIP PHONE(S) IS NOT ACCURATE, EMERGENCY SERVICES WILL NOT BE ABLE TO LOCATE YOU IN THE EVENT YOU ARE UNABLE TO SPEAK YOUR ADDRESS OR ARE DISCONNECTED DURING A 9-1-1 CALL (EVEN WHEN SERVICE IS AVAILABLE). YOUR CALL MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

**Disconnections:** You must not disconnect the 9-1-1 emergency call until told to do so by the dispatcher, as the dispatcher may not have your number or contact information. If you are inadvertently disconnected, you must call back immediately.

**Connection time:** For technical reasons, including network congestion, it is possible that a 9-1-1 emergency call will produce a busy signal or will take longer to connect when compared with traditional 9-1-1 calls.

**9-1-1 calls may not function:** For technical reasons, the functionality of 9-1-1 VoIP emergency calls may cease or be curtailed in various circumstances, including, but not limited to:

Failure of service or your service access device - if your system access equipment fails or is not configured correctly, or if your VoIP service is not functioning correctly for any reason, including power outages, VoIP service outage, suspension or disconnection of your service due to billing issues, network or Internet congestion, or network or Internet outage in the event of a power, network or Internet outage; you may need to reset or reconfigure the system access equipment before being able to use the VoIP service, including for 9-1-1 emergency calls; and changing locations - if you move your system access equipment to a location other than that described in your account information or otherwise on record with EN3. A customer may be using VoIP service with EN3 at a remote site (for example, a customer or a customer's employee works from home or from a location other than the registered location for the customer's VoIP).



**service) or may be using a VoIP telephone at a location other than the registered location associated with the telephone.**

**Alternate services:** If you are not comfortable with the limitations of 9-1-1 emergency calls, EN3 recommends that you consider an alternate means for accessing traditional 9-1-1 emergency services. As a backup, you should strongly consider obtaining a PSTN connection from the local exchange carrier or similar provider.

**Customer Responsibilities:** You agree to a) ensure your contact and address information on file with EN3 is always accurate and kept up to date; b) to notify any user or potential users of your VoIP services of the nature and limitations of 9-1-1 emergency calls on the VoIP services as described herein; and, c) to display the current address and telephone number in a manner that will enable any user or potential users of your VoIP services to communicate the information during a 9-1-1 call. In accordance with the foregoing customer responsibilities, you must download, print, and apply the 9-1-1 warning labels found at this webpage: <http://help.mypurecloud.com/?p=58229>. In addition or alternatively, at its discretion, EN3 may provide you with hard-copies of such labels. Whether you download them or hard copies are provided, these labels serve to notify users that the 9-1-1 service may be limited or not available, and, upon receipt, you are required to promptly place these labels on or near each piece of equipment used in connection with the EN3 VoIP services. Without limiting other indemnification obligations in these terms of service, you agree to indemnify and hold EN3, its officers, directors, employees, suppliers and agents harmless from any and all third party claims or actions arising out of any misrouted, blocked and/or delayed 9-1-1 emergency calls made using EN3 VoIP services.

**Liability:** Customers are advised to review this section with respect to EN3 limitations of liability. The parties agree that EN3 shall in no event be liable to you or any other person for any direct, indirect, consequential, special, incidental, reliance or punitive damages, or for any lost profits of any kind or nature whatsoever, regardless of the foreseeability thereof, arising out of the provision of service or in any way arising out of these terms of 9-1-1 service and any related agreements, whether in an action arising out of breach of contract, breach of warranty, delay, negligence, strict tort liability, patent or intellectual property matters or any other legal or equitable theory. However, in the event a court of competent jurisdiction finds EN3 liable, your exclusive remedy and EN3 sole liability for damages to you for any cause whatsoever regardless of form of action, including negligence, shall be for direct damages only and shall not exceed an amount equivalent to the ordinary price of the relevant service purchased for one (1) month (to be determined as an average of billings in respect of such service over the closest previous three months in which there were no such problems or defects in the service). No action or proceeding against EN3 may be commenced more than one (1) year after the event giving rise to such claim. The provisions of this section shall survive termination of these terms of service

Without limiting the generality of the foregoing, EN3 is not liable to you, any other user or other person for damages resulting from:

- any act or omission of any third party (including any other local telephone company, any connecting carrier or underlying carrier or other provider of connections, facilities, or service);
- a user's conduct, acts or omissions, or the operation or failure of your equipment or facilities;
- any event beyond the reasonable control of EN3, including acts of God, inclement weather including but not limited to lightning, labour disputes, riots or civil disputes, war or armed conflict, any law, governmental order, decision or regulation, or order of any court of competent jurisdiction;
- EN3 failure, for any reason, to activate or have readily available service on the activation or usage date requested by or conveyed to or by you;
- service interruptions, delays in communications, errors or defects in transmissions, or failures or defects in EN3 services or facilities;
- any corrupted data, files or viruses which affect you or Internet service. It is your sole responsibility to safeguard your system, through appropriate means (for example, using commercially available software), from theft, unauthorized use or system corruption. Any detriment caused to the network of EN3 or its suppliers as a result of your failure to properly secure your system may result in the immediate cancellation of your EN3 service; or
- any claims or damages relating to home networking or the use of a modem, even if the home networking or modem is installed, maintained or supported by EN3. You acknowledge and understand that when using home networking or a service modem, there are certain inherent risks (e.g., other users may gain access to your system or your services and accounts).

You agree that you will use the services only for lawful purposes. You acknowledge that EN3 may terminate VoIP service immediately, without any notice and without any liability to you whatsoever, if, at the sole and unfettered discretion of EN3 you or any other user of the services provided to you misuses or permits others to misuse or abuse any service for purposes that are contrary to law or contrary to these terms of service, or in order to preserve the integrity of EN3 network, or to comply with any applicable laws, regulatory orders or tariffs. You acknowledge and agree that you shall be liable for any and all use of the services associated with your account or your telephone number, and you remain solely responsible for all use of service ordered or billed to your telephone number(s), including any unauthorized use, and for determining who is authorized to use the services in your place, and for promptly notifying EN3 of any unauthorized use. You agree to indemnify and hold harmless EN3 against any and all fees, charges, damages, liability, costs and expenses (including reasonable legal counsel fees, as applicable) associated with such use.

In subscribing for the EN3 VoIP services, you obtain no proprietary right or interest in, any particular facility, service, equipment, telephone number or code associated with the services (except



as mandated by the CRTC in respect to telephone number porting where available). EN3 will notify you if it decides to change or re-assign any telephone number assigned to you.

**Agreement and Acknowledgement of Receipt:** I agree that the limitations of the 9-1-1 service through the EN3 VoIP services have been fairly and accurately described to me, and I acknowledge these limitations and understand that 9-1-1 service may become limited or unavailable through the EN3 VoIP Services. I acknowledge my receipt and understanding of this Advisory and agree to the terms and conditions stated herein.

**Electronic Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Release of Liability:** By using the EN3 VoIP services, you acknowledge and agree to abide by the above terms and conditions and assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with the VoIP services and/or the 9-1-1 service. You release EN3, its affiliates and subsidiaries, along with their directors, officers, employees, agents, successors, and assigns, and/or its licensors and suppliers (collectively, "Representatives") from any and all liability for, and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with VoIP services and/or the 9-1-1 service, whether or not caused in whole or in part by the negligence or other misconduct of EN3 or its Representatives (a "Claim"). You further agree to indemnify and hold harmless (in other words, to reimburse and be responsible for) EN3 and its Representatives from all claims for any liability, injury, loss, damage, or expense, including attorneys' fees (including the cost of defending any Claim) in any way connected with or arising out of your use of VoIP services and/or the 9-1-1 service, whether or not caused in whole or in part by the negligence or other misconduct of EN3 or any of its Representatives.

**Electronic Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_