

Company Name:
Address:
City, Province & Postal Code:

This Agreement outlines the terms and conditions that apply to the provision by Claritel Communications Company ("CCC")

911 SERVICE

The 911 Service provided by Claritel Communications Company Limited ("the Company") is available upon Service activation. Applicable 911 fees are charged as of the service activation date. The 911 service provided by the Company differs in a number of important ways from traditional 911 or E911 dialing available with most traditional telephone services – and has specific limitations relative to Enhanced 911 (E911).

E911 vs. Basic 911 Service. When placing a call to emergency services with E911 or Enhanced 911, the customer's telephone number and location are automatically transmitted to the operator during the call. With Basic 911 (B911) the customer's telephone number and location are not automatically transmitted to the operator. The operator at the answering location verbally obtains the pertinent information that identifies the caller's need and physical location. The operator then determines the appropriate agency and transfers the caller. The Company provides a basic 911 type service.

911 Service Description. When the customer dials 911 the customer's call is routed from the Company network to our emergency services operator. The customer will need to confirm with the operator that they are still located at the address the customer has registered with the Company. If the customer calls from a location other than the address registered with the Company, the customer will need to provide our operator with a current address or location. The operator will then determine the appropriate emergency agency and transfer the customer's call accordingly. There may be an additional delay to transfer the customer's emergency service call to areas not served by traditional 911. When the customer dials 911, they are not to hang up unless told to do so by our operator or the emergency service attendant. If the call is disconnected prematurely the customer will need to call back to re-establish a connection with the emergency services. **The customer must provide the Company with the service address for each activated and/or ported DID and/or charge number as applicable and ensure each location information is kept current at all times.** Only DIDs and/or charge numbers that are provisioned with the Company and have applicable fees paid may be used as the Calling Party ID for 911 calls. The use of any other DID or charge number is a license violation and a public safety hazard. In the event the customer is unable to speak during a 911 call our operator will automatically dispatch emergency services to the address registered on file. If the customer dials 911 when they are outside of Canada or the United States our emergency services operator will advise them to hang up and find a local phone line and dial the appropriate emergency services (it may not be 911).

Power or Broadband Outage. A power failure or disruption may require the end user to reset or reconfigure equipment prior to using the service. Power disruptions or failures or ISP (Internet Service Provider) outages or partial outages or service suspension / disconnection, are likely to prevent dialing to emergency service numbers including 911. In the events listed above the end user may need to access a traditional phone or cellular phone to make an emergency call. The customer acknowledges and understands that in the event of an outage, malfunction or any other unavailability of their Internet connection or related equipment, including without limitations, improper modification or any tampering with their computer or related software or hardware, the service may not function; the customer will continue to be billed for the service until the customer or the Company terminate the service in accordance with this Agreement.

WARNING: Power disruptions or failures, Internet Service Provider (ISP) outages or unavailability and tampering with the equipment will likely prevent dialing to emergency service numbers including 911.

Informing Others of the 911 Service Limitations. Customer should inform any persons who may be present at the physical location where the Customer utilizes the Service of the limitations of the Company's 911 service as compared with traditional 911 service, as set out above. If Customer is not comfortable with the limitations of the Company's 911 service, Customer should have alternate means of accessing traditional 911 services.

Limitation of liability and indemnification pertaining to the 911 service. Neither the Company nor its affiliates and their respective officers, directors, employees or agents may be held liable for (i) any claim, damage, or loss (including but not limited to profit loss), or (ii) any damage as a result of service outage, data loss. The Customer hereby waives any and all such claims or causes of action, arising from or relating to any service outage and/or inability to dial 911 from his Customer phone line or to access emergency service personnel unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of the Company. Subject to the provisions of this agreement, the Company does not provide any other warranties of any kind either express or implied, including without limitation the warranties of merchantability and fitness for a particular purpose. The Customer agrees to defend, indemnify, and hold harmless the Company, its affiliates, its officers, directors, employees, agents, legal representatives and any other service provider that offers services to the Customer or the Company in relation with the present agreement or the service provided, from any and all claims, losses, damages, fines, penalties, costs, expenses, legal fees, etc., by, or on behalf of, the Customer, any third party or user of the Customers' service relating to the absence, failure or outage of the service, including 911 dialing and/or inability of the Customer or any third party or user of their service to be able to dial 911 or to have access to emergency service personnel, as well as any misroutes of 911 calls.

911 VoIP Service – User Tips

- In an emergency, dial 911 to reach an emergency centre operator.
- Be prepared to provide your physical location, call-back number, and nature of the emergency.
- Do not hang up unless instructed by the call centre operator.
- If you get disconnected, please redial 911. The operator, if they have your number will also attempt to call you back.
- Ensure that your VoIP service and Internet service is configured and initialized correctly.
- Inform all other users and potential users of the limitations of VoIP 911 service and about these user tips.
- Display the VoIP 911 warning sticker on the phone set or in a location that is clearly visible to all users and potential users.

Alternate 911 Arrangements. If you do not understand and agree with the limitations of the VoIP 911 service, you should consider alternate means of accessing traditional 911 or E911 services.

911 Information Required by law to Set Up Your Account

Primary Business Address:
Unit # / Suite #:
City:
Province:
Postal Code:
Alternate Phone #:
Buzzer Code / Passcode:
Other Instructions:

The Customer acknowledges that the Company is not responsible or liable for any of the conditions described in this service agreement update which may impede VoIP 911 service.

The Customer understands the limitations of VoIP 911 services and assumes all liability and responsibility for the provision of emergency services and agrees to hold the Company, its affiliates and their respective officers, directors, employees, or agents harmless for any injury or damage whether direct or indirect that may result from the use of VoIP 911 emergency calling or lack thereof.

I, as a Customer of the Company, understand and agree to the terms, conditions, and user tips provided in this VoIP 911 Service End User Agreement.

If this account is for the use of a business, I have the authority to legally bind the Company to this agreement.

Customer Signature

By signing, you agree that you understand and agree to all Terms and Conditions and that you are authorized to execute this Agreement and bind your company.

Name/Title:
Date:

SIGNATURE:

