

## 911 DISCLAIMER

PLEASE READ THIS INFORMATION REGARDING 911 VERY CAREFULLY. BY ACTIVATING AND PAYING FOR THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE LIMITATIONS OF VELOCITY COMMUNICATIONS' 911 EMERGENCY DIALING SERVICE, AND UNDERSTAND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911 or E911 CALLS.

- **911 SERVICE DOES NOT WORK IF YOU FAIL TO REGISTER OR UPDATE THE 911 SERVICE WITH YOUR CURRENT LOCATION**
- **911 SERVICE WILL NOT WORK IF THERE IS A POWER OUTAGE OR INTERNET SERVICE OUTAGE DUE TO ANY CAUSE**
- **911 SERVICE WILL NOT WORK IF YOUR SERVICE HAS BEEN CANCELLED BY YOU OR TERMINATED BY VELOCITY COMMUNICATIONS**
- **YOU INDEMNIFY VELOCITY COMMUNICATIONS FOR ANY FAILURE IN THE 911 SERVICE**

Most of VELOCITY COMMUNICATIONS customers in the U.S., including Alaska and Hawaii, have access to basic 911 or Enhanced 911 (E911) service. Enhanced 911 (E911) service is only available for U.S. customers who register a valid E911 service address.

With E911 service, when you dial 911, your telephone number and registered address is simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. If you live in locations where the emergency center is not equipped to receive your telephone number and address, you have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number and location, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak.

As additional local emergency centers become capable of receiving our customers' telephone number and address information, customers are required to register a valid E911 service address to upgrade the service to E911. VELOCITY COMMUNICATIONS will not inform you that new local emergency centers have been added. If your address is not currently covered by E911 service, you should attempt to register your address periodically to determine if a new local emergency center has been added to your area.

Certain customers do not have access to either basic 911 or E911 because there are no local emergency centers in their area or they did not register for an E911 service address. If you do not have access to basic 911 or E911, your 911 call will be sent to the national emergency call center. A trained agent at the emergency call center will ask for the name, telephone number and location of the customer calling 911, and then contact the local emergency center for such customer in order to send help.

Emergency personnel do not receive your phone number or physical location when your 911 call is routed to a national emergency call center. Therefore, you must be prepared to give the operator your phone number and location and any other information that the operator might request. You authorize the national emergency call center to disclose your name and address to the third party or parties involved with providing emergency services to you, including, without limitation, call routers, call centers and local emergency centers.

### **Notify All Users**

Customer's are responsible for informing any household residents, guests and other third persons who may be present at the physical location where you utilize the 911 SERVICE of the important differences in and limitations of 911 SERVICE as compared with traditional 911 land line or cell phone service.

The documentation that accompanies each piece of equipment you may purchase or lease will include a sticker concerning the potential non-availability of basic 911 or E911 (the "911 Sticker"). If you don't purchase or lease equipment from us, we will send you one or more 911 Stickers. It is your responsibility to place the 911 Sticker as near as possible to **each** phone that you use with the Service. If you did not receive a 911 Sticker with your Equipment, or you require additional 911 Stickers, please contact our customer care department at 1-877-623-3550 for more stickers at no additional cost.

### **Registration of Physical Location Required**

For each primary phone number that you use for the Service, you must register with VELOCITY COMMUNICATIONS the physical location where you will be using the Service with that phone number. When you move the Device to another location, you must register your new location. If you do not register your new location, any 911 calls you make using the 911 SERVICE may be sent to an emergency center near your old address. You must register your initial location of use when you subscribe to the Service.

Thereafter, you may register a new location by following the instructions from the "911" registration link in your VELOCITY COMMUNICATIONS Account Portal. For purposes of the 911 SERVICE, you may only register one location at a time for each primary phone line you use with the Service.

**Re-Registration Required if You Change Your Number or Add or Port New Numbers**

911 SERVICE does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number and receive confirmation from VELOCITY COMMUNICATIONS.

**911 Service Unavailability During Power or Broadband Service Outages**

You acknowledge and understand that neither the Services provided by VELOCITY COMMUNICATIONS nor 911 Service will function in the event of power failure. Should there be an interruption in the power supply, the Services provided by VELOCITY COMMUNICATIONS and 911 Service will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure the Device and other CPE equipment prior to using the Services and 911. You also acknowledge and understand that the Services and 911 Service requires a fully functional broadband connection to the Internet (which is not provided by VELOCITY COMMUNICATIONS) and that, accordingly, in the event of an outage of, or termination of broadband service with or by your Internet service provider ("ISP") and/or broadband provider, the Services provided by VELOCITY COMMUNICATIONS and 911 Service will not function. If there is an interruption in the power supply and/or an ISP/broadband outage, the Service and 911 Service will not function until the power supply is restored and/or the ISP/broadband outage fixed.

You acknowledge that VELOCITY COMMUNICATIONS is not responsible for any service outage related to the loss of electrical power, connectivity, suspension or termination by your broadband or Internet service provider, the blocking of ports by your broadband or Internet service provider, suspension or termination of your VELOCITY COMMUNICATIONS Services/Account or any failures resulting from local or national disasters.

**Disclaimer of Liability and Indemnification**

**You acknowledge and agree that VELOCITY COMMUNICATIONS and its suppliers will not be liable for any Service outage and/or inability to dial 911 using the VELOCITY COMMUNICATIONS Services or to access emergency service personnel due to the characteristics and limitation of the VELOCITY COMMUNICATIONS Services as set forth in this document. You agree to defend, indemnify, and hold harmless VELOCITY COMMUNICATIONS and its suppliers, its officers, directors, employees, affiliates, and agents and any other service provider who furnishes services to you in connection with the Services, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, you or any third party user of the Services relating to the failure or outage of the Services, including those related to the 911 SERVICE.**

In addition, VELOCITY COMMUNICATIONS and its suppliers do not have any control over whether, or the manner in which, calls using the 911 SERVICE are answered or addressed by any local emergency response center. VELOCITY COMMUNICATIONS and its suppliers disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. VELOCITY COMMUNICATIONS and its suppliers rely on third parties to route 911 SERVICE calls to local emergency response centers and to a national emergency calling center. VELOCITY COMMUNICATIONS and its suppliers disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither VELOCITY COMMUNICATIONS and its suppliers, nor its officers, directors, employees, affiliates, and agents and any other service provider who furnishes services to you in connection with the Service may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to the 911 SERVICE. You shall defend, indemnify, and hold harmless VELOCITY COMMUNICATIONS and its suppliers, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 SERVICE, incorrectly routed 911 SERVICE calls, and/or the inability of any user of the Service to be able to use 911 SERVICE or access emergency service personnel.

Furthermore, you acknowledge that VELOCITY COMMUNICATIONS and its suppliers do not offer Lifeline service, and that if you have a critical need for 911 SERVICE or otherwise have concerns about the limitations of the 911 SERVICE from, VELOCITY COMMUNICATIONS, you should arrange for an alternative means of accessing 911 emergency service.

Signature: \_\_\_\_\_

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

Printed: \_\_\_\_\_