

## **911 Emergency Calling Limitations using FlexITy Phone Services**

911 emergency calling using FlexITy Phone Services provides a more limited form of 911 emergency calling than that available using traditional wireline 911 emergency calling. You acknowledge and understand that when You dial 911 using FlexITy Phone Services, Your 911 emergency call will be subject to the following limitations:

1. Your 911 emergency call will be routed to a third party call centre agent designated by FlexITy (an "Operator") before being transferred to the appropriate Public Service Answering Point ("PSAP"); The use of a call centre increases delays related to handling of 911 emergency calls and thus increases the risk to the individual in an emergency calling situation;
2. Like traditional wireline 911 emergency calling, FlexITy Phone Services will provide your last known address to the Operator, but you **must also orally provide the Operator with Your current address and telephone number**. Once You have successfully provided the Operator with all of the required information, the Operator will route Your call to the appropriate PSAP which serves the address you have provided;
3. When making a 911 emergency call, **do not hang up** until requested to do so, and if You are prematurely disconnected, You must call back. The Operator and the PSAP do not have an automatic call back capability although the Operator will attempt to call you back;
4. The 911 emergency call may not be handled by the PSAP in the same way as traditional wireline 911 services;
5. If there is a complete power outage, such outage will prevent all elements of the Service, including 911 emergency calling, from working; and FlexITy Phone Services utilizes an Internet connection and the public Internet. As a result, there is a greater possibility of network congestion, other types of service outages and/or reduced speed in the routing of a 911 emergency call as compared to traditional wireline 911 emergency calling.

If you are not comfortable with the limitations of VoIP 9-1-1 emergency calling, FlexITy recommends that you keep an alternative telephone service, such as a cellular telephone phone, to ensure the reliability of 9-1-1 calling or consider terminating your VoIP service.

## **User Obligations In Respect of 911 Emergency Calls:**

You agree:

1. **To inform** any persons with access to the FlexITy Phone Services being provided to you of the 911 emergency calling limitations set forth in these Terms of Service; and
2. To ensure that your contact information, on file with FlexITy, is always accurate and kept current; and
3. That when installing or moving the location of our Voice over Internet Protocol ("VoIP") telephone from one address to another, You will always make sure that you record the current address and telephone number in a location easily visible from each telephone connected to the Service so that it can be communicated to the Operator and the PSAP by any potential user of Digital Phone Service in an emergency.

**To update your last known address real time, browsing to:**

<http://flexitel.flexity.ca/terms-of-service/>.

**Our third party 911 contact centre will authenticate your address change.** The process is as follows:

- a. Input your complete telephone number including area code without entering any spaces (i.e. 9057873500).
- b. The third party contact centre will then call you back on the telephone number and enunciate a pass code.
- c. You will then enter the pass code and you are then allowed to proceed with the change of address.

**Indemnity In Respect of 911 Emergency Calls:**

Without limiting the indemnification obligations in these Terms of Service, You further agree to indemnify and hold FlexITy, 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 911 emergency calls made using the FlexITy Phone Services being provided to you.

- **Computer Equipment Compatibility and System Requirements:** Your computer equipment, network configuration (such as firewalls) and related software may have to meet certain minimum requirements and be maintained in certain ways in order to access or use your FlexITy phone. Such requirements may be changed from time to time at FlexITy's sole discretion. Unless otherwise specified by us, You are solely responsible for updating or maintaining your computer equipment, network configuration and software as necessary to meet such requirements, and You may not be entitled to customer support from FlexITy if You fail to do so.
- **Technical Support:** FlexITy Phone support includes general technical support. Questions and problems arising from the installation, configuration, operation and use of software and hardware other than those provided by FlexITy, are outside the scope of FlexITy technical support.
- We limit our liability to you in respect of our 911 Dialing service as we do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response centre and we rely on third parties to assist us in routing 911 Dialing calls to local emergency response centres and to a national emergency calling centre.