

# Terms of use

VoIP 9-1-1



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# IMPORTANT 9-1-1 INFORMATION

## Description

VoIP service allows you to make or receive phone calls over the Internet to or from the public switched telephone network. VoIP phone calls, while similar in appearance to traditional phone calls, have their own limitations and conditions; you acknowledge and agree that differences exist between traditional phone service and VoIP phone service, including the absence of traditional 9-1-1 emergency service.

## 9-1-1 Service

Due to the nature of VoIP telephone calls, emergency calls made to 9-1-1 using VoIP service will be handled differently than those made using traditional telephone service. The following provisions describe the differences and limitations relating to 9-1-1 emergency calls, and you hereby acknowledge and understand the differences set forth below between traditional 9-1-1 service and VoIP 9-1-1 service.

## Making 9-1-1 calls

When you make a 9-1-1 emergency call, the VoIP service will attempt to automatically forward your 9-1-1 call, through a third party service provider, to the Public Safety Answering Point (PSAP) that corresponds to the address on your subscription file. However, due to the limitations of VoIP telephone services, your 9-1-1 call may be forwarded to a

different location than where your call would be forwarded by traditional 9-1-1 service. For example, your call may be transferred to a third party that specializes in handling emergency calls. This call center is different from the PSAP that would answer a traditional 9-1-1 call and where your contact information is automatically displayed; therefore, you may need to provide your name, address and telephone number to the call center operator.

## Transmission of your contact information

The VoIP service will attempt to automatically provide your contact information to the PSAC dispatcher or emergency service operator, along with the name, address, and phone number on your subscription file. However, for technical reasons, the receiving dispatcher may not be able to record your name, phone number and location. Therefore, when you make a 9-1-1 emergency call, you must immediately provide the dispatcher with your location (or the location of the emergency, if different). If you are unable to communicate, the dispatcher may not be able to determine your location if the contact information in your subscription record is not current.

## Information accuracy

You are required to provide and update your contact information (including your name, home address and phone number). If you do not provide your exact location, or if your contact information has recently changed or has not been updated, 9-1-1 calls may be directed to the wrong emergency call center.

## Interruptions

Since the dispatcher may not have your number and contact information, you should not interrupt your 9-1-1 emergency call until the dispatcher allows you to do so. If you accidentally lose the call, call back immediately.

## Call set-up time

For technical reasons, including network congestion, a 9-1-1 emergency call may produce a busy signal, or the call set-up time may be longer than a traditional 9-1-1 emergency call.

## 9-1-1 calls may not work

For technical reasons, 9-1-1 VoIP emergency calls may not be possible, or service may be restricted, in the following situations, but not limited to:

- failure of the Service or your Service Access Device
- if your System Access Device stops working
- if it is not configured properly
- if you install your System Access Device in a location other than the one specified in your subscription

information or in your subscription record with CTAL.

If your VoIP Service does not work properly for any reason, including a power outage, VoIP service interruption, service suspension or disconnection due to billing issues, network or Internet congestion, or network or Internet failure due to a power, network or Internet outage you may need to reboot or reconfigure the System Access Device before you can use the VoIP Service, including 9-1-1 emergency calls.

## Alternative Services

If you are uncomfortable with the limitations of 9-1-1 emergency calls, CTAL recommends you cancel your VoIP subscription or consider an alternative way to access traditional 9-1-1 emergency service.

## Informing other users

You are required to inform, and you agree to inform, any user or prospective user of your VoIP Service about the nature and limitations of 9-1-1 emergency calls made using the VoIP Service, as provided in this agreement.

## Liability

Clients are advised to review the limitation of liability section of the CTAL.

MEMBER CONFIRMS THAT HE/SHE HAS READ AND UNDERSTANDS THESE 9-1-1 SERVICE DIFFERENCES. BY ACCEPTING THESE TERMS AND CONDITIONS, MEMBER AGREES TO USE CTAL'S VoIP SERVICES IN ACCORDANCE WITH THESE TERMS AND CONDITIONS, AND HEREBY RENOUNCES ALL CLAIMS OR REASONS AGAINST CTAL, ITS AFFILIATES, UNDERLYING OPERATORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS, LICENSORS AND SUPPLIERS RESULTING FROM OR IN CONNECTION WITH THE CTAL 9-1-1 SERVICE. MEMBER ALSO AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE FOREGOING PERSONS FROM ANY SUCH CLAIMS FOR DAMAGES, INCLUDING LEGAL FEES. THE WAIVER AND INDEMNITY GIVEN BY MEMBER HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## LIMITATION OF LIABILITY

CTAL will not be responsible for any failure to provide its services or for any degradation of voice quality caused by any of the following:

- Act or omission of an underlying operator;
- Equipment, network or installation failure;
- Upgrade or modification of equipment, network or installation;
- An "Act of God" event such as (but not limited to) acts of nature: strikes, fires, wars, riots, government actions;
- Deficiencies in equipment, network or installation;
- Relocation of equipment or installation;
- Any other cause out of CTAL's control, including failure of an incoming or outgoing call waiting to be connected or completed, including a 9-1-1 emergency call. This includes degradation of voice quality. In no event shall CTAL's liability for any failure or error exceed the service charge on the account for the period involved.
- CTAL is not responsible for incidental or consequential damages of any kind.