



# All-Mode Communications

## 911 Service Disclaimer

This VoIP 911 Service Disclaimer and Customer Acknowledgement ("911 Disclaimer") constitutes a part of your Agreement with All-Mode Communications, Inc. ("All-Mode"). By signing this 911 Disclaimer, you and anyone using the Service ("You" or "User") agree to be bound by the terms and conditions set forth herein. All capitalized terms are as defined herein or as otherwise defined in the Agreement as described in the General Terms and Conditions [<http://www.all-mode.com/toc.html>].

### General Information

Thank you for selecting All-Mode as your Voice-Over-Internet-Protocol ("VoIP") telephony provider. Before you begin using All-Mode's VoIP Service, there are a few important things to understand about the Service and its emergency calling (911 and enhanced 911 ("E911")) limitations as compared to traditional 911 and E911 service. Portable interconnected VoIP services can be used anywhere from virtually any internet connected device, such as VoIP enabled handsets, headsets, conference calling stations, computers, smartphones, tablets or any device capable of communicating over the internet ("Phone") and VoIP trunk services can likewise be delivered across a number of interfaces (or no interface at all in some cases) and to almost any location where they have the necessary internet access, which raises challenges for the emergency services community in determining the location from which a 911 call has originated. With basic 911, the public safety answering point operator (or "911 Operator") will NOT have automatic access to your telephone number or location so you must be prepared to give the 911 Operator this information. With E911, your telephone number and registered address will be automatically provided to the 911 Operator for your region to assist them in responding to your emergency call, regardless of your actual location so it is critical that your registered address reflect your actual location. Some locations do not support E911 (i.e. automatically providing your telephone number and registered location) **so you should always be prepared to provide your telephone number and actual location when dialing 911.**

### VoIP Limitations

- I. **Emergency Calling (911 and E911) and Service Limitations:** 911 and E911 Service may be limited or unavailable in the following circumstances:
  - A. Power outage or disruption to the trunk equipment or Phone providing your Service;
  - B. Broadband/Internet outage, interruption or malfunction that affects your Service;
  - C. Relocating your trunk equipment or Phone to a location other than to the location that you registered with All-Mode;
  - D. Delays in making your Registered Location available to the database accessed by the 911 Operator;
  - E. Using a telephone number other than the one that is registered for your Device, using a non-native telephone number or blocking your caller ID;
  - F. Network congestion, disruptions, or other problems with your Internet Service Provider ("ISP") or All-Mode's network;
  - G. VoIP Service interruption or termination for any reason, including the suspension or termination of your account with All-Mode for non-payment or improper use of the Service;
  - H. Changing your phone number or adding (a) new phone number(s) to your account without updating the location you have registered with All-Mode;
  - I. Delays or disruptions of Service in the network or Services of All-Mode's underlying E911 provider;
  - J. You cannot text a 911 Operator using the Service;
  - K. If your trunk equipment or Phone is used in an office environment with multiple other Users located in the same office then:
    1. The Registered Location of your trunk equipment or Phone will be the Location of your office so if you remove your trunk equipment or Phone from that Location and call 911 from another Location, the Location of the office will still appear to the 911 Operator as your Registered Location regardless of your actual Location and;
    2. If your telephone number is not the 911 TN from your office (defined below), you will need to register your telephone number as a 911 TN from

- an additional charge - if you do not know whether the 911 Operator has E911 capabilities, you should always be prepared to provide your call-back telephone number and actual Location;
- L. Internet viruses that affect your trunk equipment, Phone or internet connectivity and speed;
  - M. In certain geographic areas where All-Mode's underlying E911 provider has limited access (or no access at all) to the 911 Operator's facilities.
- II. Non-VoIP Devices:** Home alarm systems, fax machines and other equipment that attach to your home computers, local telephone service, cable system or other networks may not work with the Service and All-Mode MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WHATSOEVER THAT THE SERVICE WILL WORK WITH THOSE DEVICES, including as backup devices from which to place a 911 call.
- III.** Except as otherwise described in the General Terms and Conditions, All-Mode will have no obligations or liability with respect to any Service outages, interruptions or degradations for any reason. Additional Service limitations can be found on the FCC's website.  
[<https://transition.fcc.gov/cgb/consumerfacts/voip911.pdf>].
- 2. **Multiple Locations/Offices:** If you have Phones in multiple offices, the Registered Location of each Phone must correspond to the office where that Phone is located and being used. You may not use a single office Location as the Registered Location for Phones located in other offices or locations.
  - 3. **The Office 911 Telephone Number:** Multiple Phones located in an office will likely only have one telephone number (the "911 TN") from that office that is able to register its location with All-Mode's 911 provider so if any other User from that office calls 911, the Registered Location of the 911 TN will be provided to the 911 Operator (the User's actual telephone number will still be provided to the 911 Operator provided caller-ID is not blocked). If you intend to use your Phone at a location other than your office, you will need to upgrade your telephone number to a 911 TN and register the actual location where your Phone is being used each time it is moved.
  - 4. **"Registered Location" Process:**
    - a) If you have an office administrator that manages your telecommunications Services, contact that administrator for their then-current procedures for registering your telephone number and Location.
    - b) If you manage the telecommunications Services for yourself and/or other companies, contact All-Mode at [<http://www.all-mode.com/emergencylocation.html>] and follow their then-current procedures for registering your telephone number(s) and location(s). If you have a non-hosted Service and manage the private branch exchange server or its generic server or technological equivalent (the "PBX"), this will include programming the 911 TN(s) that correspond to the location and telephone number of each Phone in your PBX.

## User Obligations

- I. You must register the Location of your Phone and or telephone number.
  - A. Single Phone/Telephone Number:** If you are using a single Phone and/or telephone number, then prior to using any telephone numbers provided to you by All-Mode, the current physical location of your Phone and/or telephone number must be registered with All-Mode ("Registered Location") so that if a 911 call is made from that Phone or any phone equipment connected to an All-Mode provided trunk, the telephone number and Registered Location of the telephone number will be available to the E911 Operator.
  - B. Multiple Phones/Telephone Numbers:**
    - 1. **Single Location/Office:** If multiple Phones and or telephone numbers are used in a single location or office, the Registered Location for your Phone will be the Location of your office. If you remove your Phone from that Location and call 911 from another location, the Registered Location of the office will appear as your Location regardless of your actual Location.
- II. **Moving a Phone:** If a Phone in a Registered Location is moved to another location, before using the Service you must register the new location of that Phone. If you do not register the new location of your Phone, any calls you make using E911 will be sent to the 911 Operator for your old address and register an incorrect location for that Phone. For example, if your Phone is registered to an address in Seattle and you take the Phone to Denver and call 911, the call will be routed to the 911 Operator for Seattle rather than Denver and it will identify the

Seattle address as your Registered Location. Consequently, IT IS CRITICALLY IMPORTANT THAT THE NEW LOCATION FOR ANY PHONE THAT IS MOVED IS PROPERLY REGISTERED.

- III. **Mobile Phones:** Unless you are in your Registered Location, IF YOU NEED TO DIAL 911 WITH A MOBILE DEVICE (LIKE A SMARTPHONE, COMPUTER OR TABLET) YOU SHOULD ALWAYS USE YOUR CELLULAR NETWORK AND NOT ALL-MODE'S 911 SERVICE. Unless you are using your cellular network, if you call 911 to an E911 enabled Operator, your mobile Phone will only provide the Registered Location to the 911 Operator regardless of your actual location so if you are using a mobile Phone in a location other than its Registered Location or while in motion (e.g. driving or walking), E911 service will provide inaccurate information to the 911 Operator so you must provide your actual location to the 911 Operator. In addition, please note that some forms of wireless service do not support automatic location identification or have other E911 calling limitations so you must be prepared to provide your actual location when calling 911.
- IV. **Alternative 911 Access:** Customer acknowledges the limitations of VoIP telephony as discussed above (e.g. power outages, internet access outages, overloading, registration requirements, etc.) and, given those limitations, Customer agrees that all users of All-Mode Services will have access to 911 or E911 through an alternative service or device other than through the Services provided by All-Mode.
- V. **Broadband Access:** To use All-Mode VoIP telephony Services you must have a broadband internet connection provided through a third-party ISP or broadband service provider. Also, All-Mode is not a traditional telecommunications carrier and provides only VoIP telephony that relies on your broadband internet connection rather than traditional telephone lines. All-Mode is not responsible for any Service outage, interruption or degradations related to your internet connectivity.
- VI. **Power Outages:** Following a power outage, you may have to restart or reconfigure the terminal adapter equipment prior to utilizing the Service, including 911 and E911 Service.
- VII. **Customer Obligation to Give Others Notice of VoIP Service and Emergency 911 Limitations:** Customer agrees to be fully responsible at all times during the term of this Agreement for notifying anyone that uses the Services of:

- A. The EMERGENCY CALLING (911 AND E911) LIMITATIONS described above,  
 B. VoIP Service limitations described above,  
 C. User Obligations described above,  
 D. All-Mode's Limitation of Liability described below.

It is especially important that Users understand that the loss of internet connectivity, loss of power to their Phone or failure to provide a current Registered Location could result in losing the ability to call 911 and that they must have an alternative method for calling 911. All-Mode will make available 911 warning labels to Customer and Customer agrees to place the label on or near the Phone(s) that use(s) the Service.

- VIII. **Multi-story Offices or Campus:** In a multi-story building be prepared to give the 911 Operator the floor you are on and the location within that floor (e.g. office number, break room, etc.). On a campus or in a multi-building office-park, be prepared to give the 911 Operator your exact location on the campus (e.g. cafeteria, gym, etc.) or office-park building number and the location within that building.

## LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL ALL-MODE OR ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, OR AGENTS (COLLECTIVELY "ALL-MODE PARTIES") BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (COLLECTIVELY "DAMAGES") ARISING, DIRECTLY OR INDIRECTLY, FROM OR IN CONNECTION WITH ANY USE OF (OR INABILITY TO USE) THE SERVICE OR WITH ANY USE OF (OR INABILITY TO USE) EMERGENCY 911 OR E911 SERVICES IN CONNECTION THEREWITH. YOU ALSO AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS ALL-MODE PARTIES FROM ANY AND AGAINST ALL ACTIONS, LAWSUITS, CLAIMS, DAMAGES, JUDGEMENTS, LIABILITIES, AND EXPENSES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, WHATSOEVER THAT YOU MAY OTHERWISE HAVE IN CONNECTION WITH THE USE (OR INABILITY TO USE) THE SERVICES (WHETHER BY YOU OR BY ANY OTHER PERSON) THAT ARE PROVIDED TO YOU UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIMS"). TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE YOUR RIGHT AND COVENANT NOT TO SUE FOR SAID CLAIMS AGAINST ALL-MODE PARTIES.

All-Mode has no physical control over whether, or the manner in which, calls using our 911 Service are delivered by our underlying 911 provider or whether they are properly answered or addressed by any local emergency response center. Also, All-Mode relies on its underlying 911 provider and other third parties to route 911 Emergency calls to the proper emergency response center. ACCORDINGLY, YOU AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS ALL-MODE PARTIES FROM ANY AND ALL CLAIMS AND DAMAGES THAT DIRECTLY, INDIRECTLY OR ARISE OUT OF THE HANDLING OF SUCH CALLS BY ANY THIRD PARTY OR FOR ANY OTHER CONDUCT OF THE LOCAL EMERGENCY RESPONSE CENTER, THE PUBLIC SAFETY ANSWERING POINT OR OF THE NATIONAL EMERGENCY CALLING CENTER USED BY ALL-MODE'S UNDERLYING 911 PROVIDER. BY USING THE SERVICES, YOU AGREE THAT ALL-MODE PARTIES WILL NOT HAVE ANY SUCH LIABILITY OR RESPONSIBILITY AND, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY WAIVE YOUR RIGHT TO BRING ANY CLAIM AGAINST ALL-MODE PARTIES, ARISING FROM OR IN CONNECTION WITH THE EMERGENCY 911 SERVICE, EXCEPT WHERE SUCH CLAIMS RESULT FROM ALL-MODE'S (OR ITS EMPLOYEES' OR AGENTS') WILLFUL MISCONDUCT. FURTHERMORE, TO THE EXTENT PERMITTED BY LAW, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD ALL-MODE PARTIES HARMLESS FROM ANY CLAIMS AND DAMAGES BROUGHT, ASSERTED OR THREATENED BY ANY THIRD PARTY AGAINST ALL-MODE PARTIES ARISING, DIRECTLY OR INDIRECTLY, FROM OR IN CONNECTION WITH ANY USE OF (OR INABILITY TO USE) THE SERVICE, INCLUDING WITHOUT LIMITATION, 911 AND E911 SERVICE, AND ANY OTHER CONDUCT REFERRED TO

IN THIS SECTION UNLESS CAUSED BY ALL-MODE'S (OR ITS EMPLOYEES' OR AGENTS') WILLFUL MISCONDUCT.

YOU SHOULD NOT SIGN UP FOR THE SERVICE UNLESS YOU FULLY UNDERSTAND AND AGREE WITH THESE LIMITATIONS AND DISCLAIMERS. BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO ASSUME THE RISK OF LOSING EMERGENCY 911 DIALING CAPABILITIES AND CONSENT TO THE DISCLOSURE OF YOUR TELEPHONE NUMBER AND OTHER IDENTIFYING INFORMATION TO EMERGENCY 911 AUTHORITIES AS ALL-MODE DEEMS NECESSARY IN ITS SOLE OPINION AND DISCRETION.

### **Customer Acknowledgement**

By signing this 911 Disclaimer, Customer acknowledges and agrees to the VoIP Service 911 and E911 limitations, Customer Obligations and All-Mode Parties limitations of liability described above. In addition, Customer agrees that, prior to use of any All-Mode Services, all Users of All-Mode Services have been made aware of the VoIP Service 911 and E911 limitations and Customer Obligations AND will ensure that all Phones have the 911 label attached to or near all of the Phones using All-Mode Services. Customer agrees to obtain any acknowledgement from each User of All-Mode Services of the VoIP 911 and E911 limitations and to forward such acknowledgement to All-Mode. All-Mode reserves the right not to provide the Service to you until All-Mode has received your signature below. If you have questions, please contact us at [\[http://www.all-mode.com/contact.html\]](http://www.all-mode.com/contact.html)

Customer Authorized Signature	
Printed Name	
Title	
Date	