



# 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 Customer 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.

## 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 (“Softphone”), 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 basic 911 Operator this information. With E911, your telephone number and registered address will be automatically provided to the 911 Operator located in or near the city or county of your registered address 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 equipment or Softphone providing your Service (following a power outage, you may have to reset or reconfigure the terminal adapter equipment prior to utilizing the Service, including 911 and E911 Services);
- B. Broadband outage, interruption or malfunction that affects your Service;
- C. Relocating your Softphone 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 access 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 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 Softphone is used in an office environment with multiple other Users located in the same office then:
  1. The Registered Location of your Softphone will be the Location of your office so if you remove your Softphone 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 no the 911 TN from your office (defined below), you will need to register your telephone number as a 911 TN for 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 Softphone 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.
- 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].
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 Softphone 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 Softphone(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 loading the 911 TN(s) that correspond to the location and telephone number of each Softphone in your PBX.

## User Obligations

- I. You must register the Location of your Softphone.
  - A. **Single Softphone/Telephone Number:** If you are using a single Softphone and telephone number, then prior to using any telephone numbers provided to you by All-Mode, the current physical location of your Softphone and telephone number must be registered with All-Mode ("Registered Location") so that if a 911 call is made from that Softphone, the telephone number and Registered Location of the Softphone will be available to the E911 Operator.
  - B. **Multiple Softphones/Telephone Numbers:**
    1. **Single Location/Office:** If multiple Softphones are used in a single location or office, the Registered Location for your softphone will be the Location of your office. If you remove your Softphone 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.
    2. **Multiple Locations/Offices:** If you have Softphones in multiple offices, the Registered Location of each Softphone must correspond to the office where that Softphone is located and being used. You may not use a single office Location as the Registered Location for Softphones located in other offices or locations.
    3. **The Office 911 Telephone Number:** Multiple Softphones located in an office will likely only
- II. **Moving a Softphone:** If a Softphone in a Registered Location is moved to another location, before using the Service you must register the new location of that Softphone. If you do not register the new location of your Softphone, any calls you make using E911 will be sent to the 911 Operator near your old address and register and incorrect location for that Softphone. For example, if your Softphone is registered to an address in Seattle and you take the Softphone to Denver and call 911, the call will be routed to the 911 Operator in 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 SOFTPHONE THAT IS MOVED IS PROPERLY REGISTERED.
- III. **Mobile Softphones:** 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 and E911 enabled 911 Operator your mobile Softphone will only provide the Registered Location to the 911 Operator regardless of your actual location so if you are using a mobile Softphone 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 Softphone 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 provide 911 warning labels to Customer and Customer agrees to place the label on or near the Softphone(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 AN 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 or if 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 Softphones have the 911 label attached to or near all of the Softphones 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-Mod 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>

Customer Authorized Signature	
Printed Name	
Title	
Date	