

## IMPORTANT 9-1-1 INFORMATION

REGISTER or UPDATE your VoIP 9-1-1 Address by sending an email to: [support@dagi.ca](mailto:support@dagi.ca), or by filling out the form found at [www.dagi.ca/911](http://www.dagi.ca/911).

We want to make sure that you are aware of important differences in the way 9-1-1 service operates with a VoIP phone when compared with traditional telephone service. Here's what you need to keep in mind:

### Differences between traditional 9-1-1 service and VoIP phone 9-1-1

With traditional phone services, your 9-1-1 call is sent directly to the nearest emergency response centre. With VoIP phone service, your 9-1-1 call is forwarded to a third-party service provider that will automatically or manually route your call to the emergency response centre.

### Provide your location when calling 9-1-1

Because you can move your VoIP phone between locations and because, for technical reasons, the emergency operator may not have your name, location or contact information available, you must immediately inform the emergency operator of your location and contact particulars any you call 9-1-1. Do not risk sending police or ambulance services to the wrong location.

### Be prepared during any service interruption

VoIP phone service depends not only on your continued subscription (and payment) for the service, but also on Internet connectivity and power to function. In the event of power, network, or Internet outages (including congestion), or if your service is disconnected or suspended due to non-payment, you may experience a failure, disruption or delay in your 9-1-1 service. We recommend that you keep an alternative phone service (such as a cellular telephone) handy to increase the reliability of your access to emergency services during any service interruption.

Do not disconnect the 9-1-1 call until you are told to do so by an emergency dispatcher. If you are inadvertently disconnected, call back immediately.

### Keep your service address up to date

DAGI Parties will attempt to provide the emergency operator with your service address, so please ensure that your information on file with us is always accurate and updated. If you do not do this (for example, if you are unable to speak during a 9-1-1 call), the emergency operator may assume that you are calling from the last registered address.

Please note that it is key that you update your service address using our secure email address:

[support@dagi.ca](mailto:support@dagi.ca)

### Inform other users

You must notify members of your business and/or household and other potential users of your VoIP phone service of the nature and limitations of 9-1-1 emergency calls. To make this easier, attach the included stickers in a visible location on your telephone sets.

## 17. Limitations of liability

DAGI's terms of service limit and disclaim liability related to VoIP 9-1-1 service, so please read these carefully.

### 17.1 DAGI Limitation of Liabilities Regarding VoIP 9-1-1

This section contains important provisions, including those regarding 9-1-1 service.

#### DESCRIPTION OF VoIP Services

VoIP services allow you to make or receive telephone calls over the Internet to or from the public switched telephone network. The nature of VoIP telephone calls, while appearing similar to traditional telephone calling services, create unique limitations and circumstances, and you acknowledge and agree that differences exist between traditional telephone service and VoIP telephone services, including the lack of traditional 9-1-1 emergency services.

**9-1-1 service:** Because of the unique nature of VoIP telephone calls, emergency calls to 9-1-1 through your VoIP service will be handled differently than traditional phone service. The following provisions describe the differences and limitations of 9-1-1 emergency calls, and you hereby acknowledge and understand the differences between traditional 9-1-1 service and VoIP calls with respect to 9-1-1 calls placed to emergency services from your account as described below.

**Placing 9-1-1 calls:** When you make a 9-1-1 emergency call, the VoIP service will attempt to automatically route your 9-1-1 call through a third-party service provider to the Public Safety Answering Point ("PSAP") corresponding to your address of record on your account. However, due to the limitations of the VoIP telephone services, your 9-1-1 call may be routed to a different location than that which would be used for traditional 9-1-1 dialing. For example, your call may be forwarded to a third-party specialized call centre that handles emergency calls. This call centre is different from the PSAP that would answer a traditional 9-1-1 call which has automatically generated your address information, and consequently, you may be required to provide your name, address, and telephone number to the call centre.

**How your information is provided:** The VoIP service will attempt to automatically provide the PSAP dispatcher or emergency service operator with the name, address and telephone number associated with your account. However, for technical reasons, the dispatcher receiving the call may not be able to capture or retain your name, phone number or physical location. Therefore, when making a 9-1-1 emergency call, you must immediately inform the dispatcher of your location (or the location of the emergency, if different). If you are unable to speak, the dispatcher may not be able to locate you if your location information is not up to date.

**Correctness of information:** You are responsible for providing, maintaining, and updating correct contact information (including name, residential address and telephone number) with your account. If you do not correctly identify the actual location where you are located, or if your account information has recently changed or has otherwise not been updated, 9-1-1 calls may be misdirected to an incorrect emergency response site.

**Disconnections:** You must not disconnect the 9-1-1 emergency call until told to do so by the dispatcher, as the dispatcher may not have your number or contact information. If you are inadvertently disconnected, you must call back immediately.

**Connection time:** For technical reasons, including network congestion, it is possible that a 9-1-1 emergency call will produce a busy signal or will take longer to connect when compared with traditional 9-1-1 calls.

**9-1-1 calls may not function:** For technical reasons, the functionality of 9-1-1 VoIP emergency calls may cease or be curtailed in various circumstances, including but not limited to:

17.2 Failure of service or your service access device - if your system access equipment fails or is not configured correctly, or if your VoIP service is not functioning correctly for any reason, including power outages, VoIP service outage, suspension or disconnection of your service due to billing issues, network or Internet congestion, or network or Internet outage in the event of a power, network or Internet outage; you may need to reset or reconfigure the system access equipment before being able to use the VoIP service, including for 9-1-1 emergency calls; and changing locations - if you move your system access equipment to a location other than that described in your account information or otherwise on record with Telephonic.

**Alternate services:** If you are not comfortable with the limitations of 9-1-1 emergency calls, DAGI recommends that you terminate the VoIP services or consider an alternate means for accessing traditional 9-1-1 emergency services.

**Inform other users:** You are responsible for notifying, and you agree to notify, any user or potential users of your VoIP services of the nature and limitations of 9-1-1 emergency calls on the VoIP services as described herein.

17.3 If you are unable to speak during a VoIP 9-1-1 call and the call centre operator has access to a call-back number and last registered address associated with your VoIP service, the operator will transfer the call to the emergency response centre closest to that address. In order for emergency services to be dispatched to the correct address in such cases, you must ensure that the registered address that you have provided to us is always the same as the physical address at which the DAGI Analog Terminal Adapter or other devices you use to obtain your VoIP service ("VoIP Device") is located.

17.4 In the event you move the physical location of your VoIP device, you must update your registered address with DAGI to ensure proper dispatching of emergency services in the event you activate the VoIP 9-1-1 system. Customer address registrations and updates need to be recorded by emailing support@dagi.ca

17.5 DAGI VoIP 9-1-1 calling may not function in the event of a power or broadband outage or if your broadband service is suspended or disconnected. Following a power failure or disruption, you may need to reset or reconfigure your VoIP device prior to utilizing your phone service, including VoIP 9-1-1 calling.

17.6 You must successfully register your location of use for each changed, newly added or newly ported number with us in order for VoIP 9-1-1 calling to function as intended. Temporary customer address registrations and updates may be recorded by emailing support@dagi.ca

17.7. Improper installation or configuration of your VoIP device or other equipment used in conjunction with your VoIP phone service will prevent your 9-1-1 calling from functioning as intended.

17.8. Immediately following installation of your VoIP phone service, following every power outage, or if you have reason to suspect that someone has tampered with the VoIP device or related equipment, you should make a test call to another telephone number (NOT 9-1-1) using your VoIP phone service to ensure that it is functioning correctly or by dialing '1-555-555-0911. If the service is not working correctly at any time, please contact DAGI technical support at 1-888-704-5055 from another telephone for assistance, or submit a service ticket by emailing support@dagi.ca

17.9. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 9-1-1 call made utilizing the DAGI VoIP phone service as compared to traditional 9-1-1 calls dialed over traditional public telephone networks.

17.10. You are required to inform any household residents, guests and other persons who may be present at the physical location where you utilize the DAGI VoIP phone service, of the important differences and limitations of VoIP 9-1-1 calling as compared with E-9-1-1 service, as set out above.

17.11. DAGI does not offer Operator Service; therefore emergency services cannot be accessed through an operator by dialing "0".

17.12. DAGI does not have any control over whether, or the manner in which, calls using our VoIP 9-1-1 calling service are answered or addressed by any local emergency response centres. We renounce all responsibility for the conduct of local emergency response centres and the national emergency-calling centre. We rely on third parties to assist us in routing VoIP 9-1-1 calls to local emergency response centres and to a national emergency-calling centre. We deny any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result.

17.13. You acknowledge that you have read understood and agree that, to the maximum extent allowable by law, DAGI will not be liable for any injury, death or damage to persons or property, arising directly or indirectly out of, or relating in any way to VoIP 9-1-1 calling from your VoIP phone service. You further agree to indemnify and hold harmless DAGI for any liabilities, claims, damages, losses and expenses, (including reasonable legal fees and expenses) which you or anyone accessing or attempting to access 9-1-1 calling from your VoIP phone service may suffer or incur, arising directly or indirectly out of or relating to your or any other persons failure to obtain access to 9-1-1 emergency services.

17.14. By subscribing to DAGI VoIP phone services and activating it, you acknowledge and agree to all of the limitations of the 9-1-1 calling provided through the VoIP phone service. You further acknowledge that you will take all of the corresponding measures described to ensure best possible access to VoIP 9-1-1 service, and that you accept the limitations of liability applicable to 9-1-1 calling provided through our VoIP phone service.

17.15. In the event you do not agree with any of the terms and conditions related to VoIP Service, including the limitations and requirements associated with 9-1-1 calling provided over our VoIP phone service, or with any of the DAGI Terms of Service, do not subscribe to, activate, or otherwise use, the DAGI VoIP phone service, do not install the VoIP device or any other equipment provided in connection with the VoIP Service and call us immediately at 1-888-704-5055 to cancel your DAGI VoIP phone service, if any such service has been ordered or activated.

17.16. In addition to the limitations set out above, the following limitations apply to the provision of VoIP 9-1-1 emergency services on the DAGI VoIP phone service:

In order for VoIP 9-1-1 service to function properly, you must use the VoIP device which forms part of the equipment we have provided you and other equipment at your service address. We will not be liable to you or to any third party for your failure to comply with this requirement.

In the event you relocate, you must notify DAGI of the change of address four (4) days prior to the relocation in order to ensure DAGI can update your VoIP 9-1-1 service address.

17.17. The phone services and subsequently the VoIP 9-1-1 service may not function correctly, or at all, in the following circumstances:

- if your VoIP device or other equipment fails or is not configured correctly;
- in the event of an internet network outage;
- in the event of a power failure;
- in the event of a network outage of the DAGI networking infrastructure;
- in the event of a network outage from us to our VoIP 9-1-1 service provider;
- in any event or situation where you are unable to make regular phone calls on the system;
- if you tamper with or move your adaptor or other equipment to a location other than your service address; and
- following suspension or termination of your Service Agreement.

17.18. You understand we cannot guarantee the service quality or availability of VoIP 9-1-1 services and would recommend in the event of an emergency you contact the 9-1-1 service using alternate means, such as a cellular telephone.

17.19. You understand there is no 9-1-1 service on any outbound only DAGI services as you are not provided any type of identifying number.

18. How to Contact Us

Call 1-888-704-5055

OR

Dial \*611 from your DAGI VOIP Phone

OR

Email us at [support@dagi.ca](mailto:support@dagi.ca)