



## **E911 DISCLOSURE, DISCLAIMER, WAIVER AND INDEMNITY**

### **911/E911.**

Customer understands that all of DE Fastlink, LLC (DE Fastlink) calling Services are internet based, or services that are more commonly referred to as Voice Over Internet Protocol ("VoIP"). And that the emergency services calling capabilities associated with the Service provided by DE Fastlink are different from those offered by a traditional provider of local telephone service. Therefore, DE Fastlink VoIP telephone Services are not meant to be relied upon in case of an emergency. While DE Fastlink attempts to provide access and to facilitate the Customers' connection with emergency services, DE Fastlink VoIP service is not and should not be intended to be used to support or carry emergency calls to hospitals, law enforcement agencies, medical care units or any other kind of like and/or similar emergency service providers. Therefore, DE Fastlink customers should maintain an alternative means of calling emergency services.

### **DEFINITIONS.**

- 1. 911 Services** allows the ability to route an emergency call to a given, recognized entity that is authorized to receive emergency calls serving the Customers' registered address when the Customer contacts emergency services by dialing the digits of 911 on a telephone.
- 2. Enhanced 911 Service ("E911")** means the ability to route an emergency call to a given, recognized entity that is authorized to receive emergency calls, which in most cases is a Public Safety Answering Point ("PSAP"), that serves the Customer's registered and/or end user's address and, to deliver that telephone number and registered address information automatically to an emergency operator who will answer the call.
- 3. With Enhanced 911 Service ("E911")**, when a caller from the Customer's registered location dials the digits 911 using any DE Fastlink offered calling service that is associated with a phone number and a properly registered address, the phone number and address information is automatically presented to the local emergency center that is serving the specific location and/or area. Therefore, Emergency operators will have access to this information regardless of whether the caller at the Customer's registered address is able to verbally provide such information to the Emergency operator.
- 4. Basic 911 Service** means the ability to route an emergency call to a given, recognized entity that is authorized to receive emergency calls serving the Customer's registered or end user's registered address. With basic 911 service, the emergency service operator who answers the phone will not have access to the callers (Customer's) telephone number and/or address information unless the caller provides the exact telephone number and registered address information verbally during the emergency call.
- 5. With Basic 911 Service**, when a caller from the Customer registered location dials the phone number 911, the call is sent to the local emergency center which serves that location and geographic location. Emergency Service Operators who answer the call will not have any

automatic access to the caller's (Customer's) telephone number or the registered address associated with the caller, **even if that address has been properly registered, because with Basic 911 Service, the emergency center is not able to capture, receive and/or retain the telephone number associated with the DE Fastlink calling service or the callers registered address.** Accordingly, callers with Basic 911 Service must be prepared to provide both a call-back telephone number and also their address information. If the call is dropped or disconnected, or if the caller is unable to speak, the Emergency Operator who answers the call will not be able to call back the caller and will therefore not be able to provide any assistance and/or support to dispatch any type or form of law enforcement, medical assistance services and/or any other like or similar assistance to help the caller at the caller's address if the caller has not been able to provide their call back number and also their address.

**ALL LIMITATIONS SPECIFIED AND DETAILED BELOW ARE APPLICABLE TO ALL OF DE FASTLINK CALLING SERVICES THAT INCLUDE BUT ARE NOT LIMITED TO: HOSTED IP-PBX AND SIP TRUNKING AND SIP ORIGINATION/TERMINATION.**

You as Customer agree to inform all users of DE Fastlink calling services, which you purchase, of the potential complications that may arise from the delivery of emergency services when dialing 911 using a VoIP based Service. Specifically, you as the Customer acknowledge and agree to inform all employees, guests and other persons, who may use DE Fastlink VoIP calling services at any registered location(s) you have provided to DE Fastlink of the limitations detailed below that are associated with all of DE Fastlink emergency calling capabilities.

- 1. All of DE Fastlink's Calling Services Have 911 Capabilities that are Different Than Those Offered by a Traditional Provider of Local Telephone Services:** Customer acknowledges and agrees that all of DE Fastlink calling services are Internet based (VoIP) and therefore the 911 calling capabilities associated with all of DE Fastlink calling services are different from those offered by a traditional provider of local telephone service. DE Fastlink VoIP calling services are not meant to be relied upon in the case of an emergency. While DE Fastlink attempts to provide access to emergency service, these VoIP calling services are not intended to be used to support or to carry emergency calls to any type of law enforcement agencies, hospitals, medical care units and/or any other like or similar type of emergency service agency.
- 2. CUSTOMER AGREES TO MAINTAIN AN ALTERNATIVE MEANS OF CALLING EMERGENCY SERVICES. DE Fastlink 911 Service Will NOT Work if a Power Outage, Service Outage or any other network disruption occurs at the address which the Customer has registered.** Outages of electricity and/or problems with computer connection, Internet connection and/or any other like or similar connection and connectivity issues, including network congestion, will disrupt any DE Fastlink calling service and you will not be able to use it for 911 emergency calling.
- 3. 911 Service Will NOT Work If Your Service Is Disconnected Or You Experience An Outage For Any Reason.** If DE Fastlink is required to suspend a Customer account due to billing issues, non-payment or for any other reason, which creates a disconnection and/or service disruption creating a Service outage Customer will not be able to use any DE Fastlink calling services for any calls, including for emergency 911 calls.

- 4. You May Not Be Able to, Or; Will Not be Able to Reach the Correct Emergency Services If You Have A Telephone Number That Does Not Match Your Actual Geographic Location.** DE Fastlink VoIP services may be capable of being used in locations that are not associated with the traditional geographic area of a telephone number. This capability can cause 911 problems. All 911 capabilities will only be available in the location that you have associated with the particular DE Fastlink assigned direct-inward-dial (“DID”) telephone number assigned to your Customer account. For Basic 911 Services or E911 to be accurately routed to the appropriate emergency center, the Customer must provide accurate DID numbers as the call-back telephone number for all 911 calls along with the accurate address information. Additionally, if the Customer is using the service in a location or geographic region that uses a different area code than the area code in the number Customer is using with Customer DE Fastlink VoIP service, when Customer dials 911 Customer may not and/or will not be able to reach emergency services, an emergency service center and/or emergency personnel. Even if Customer does reach any of the aforementioned, the call may not reach the proper or appropriate emergency agency, service center or personnel near your actual physical location and the emergency agency, service or personnel may not and/or will not be able to transfer the call or respond to the emergency.
- 5. You May Not be Able to, Or Will Not Be Able to Reach the Correct Emergency Service Agency, Center or Personnel If You Fail to Register A Valid Service Address** Failure to provide a correct physical address in the correct format to DE Fastlink and or failure to provide updated registered address information to DE Fastlink on an immediate basis may and/or will cause all Basic 911 Service and/or E911 calls to be routed to the incorrect local emergency service provider. Furthermore, use of any DE Fastlink calling service from a location other than the location to which such service was ordered, (the “primary registered address,”) and or failure to provide updated registered address information to DE Fastlink on an immediate basis may and will result in Basic or Enhanced 911 calls being routed to the incorrect local emergency service provider.
- 6. You May Not be Able to, Or Will Not Be Able to Reach the Correct Emergency Services If You Move Your Phone to a Location Different from the Address You Initially Registered** You as the Customer affirm and agree that it is of critical importance that you immediately register accurate specific location information every time the equipment associated with your DE Fastlink calling service is moved. If you move your DE Fastlink equipment to another location without immediately notifying DE Fastlink and ensuring the information is properly registered, if and when you dial 911, you may not be able to reach any emergency agency, service officer or personnel. Even if you do reach emergency agency, service office or personnel, if you have not provided valid location information to DE Fastlink you may not, or will not be calling the emergency personnel closest to or near your actual location. Therefore, this emergency agency, office or personnel may not or will not be able to transfer your call or respond to your emergency.
- 7. You May Not Be Able to, Or Will Not be Able to Reach the Correct Emergency Services If You Fail to Accurately Register or Reregister Your New Location or Call 911 For Up to 48 Hours of Updating Your Location.** It of extreme importance that you as Customer register an accurate location and registered address when you sign a contract for your DE Fastlink service. And it is also of extreme and critical importance that every time you move any equipment associated with your DE Fastlink VoIP calling service you register the new location with DE Fastlink. When you change your location, it may take up to 48 hours for your location change to

be reflected in the DE Fastlink system and records once you inform DE Fastlink of your new address. During the 48-hour timeframe you may not be able to reach: the correct emergency services agencies; emergency service centers or; emergency personnel who provide emergency services when you dial 911.

Any obligations which may be imposed by any Federal and/or State law on operators of Private Branch Exchange (PBX) or multiline telephone systems are obligations which are imposed on you, the Customer, and not on DE Fastlink. If you as the Customer and/or DE Fastlink becomes aware you are using your service in violation of Federal or State obligation, you agree that you will immediately discontinue the use of DE Fastlink calling services and/or DE Fastlink shall have the right to cancel your service and incur no liability to you or any other third party.

**WAIVER, INDEMNIFICATION AND DISCLAIMER OF LIABILITY BY DE FASTLINK.**

You affirm, acknowledge and agree that DE Fastlink will not be liable for your failure or any failure on the part of any other person to dial 911 when using the DE Fastlink VoIP calling service and/or any failure to access an Emergency Service Center or any Emergency Service Operators due to the limitations of the DE Fastlink VoIP calling service as set forth herein this waiver, indemnity and disclaimer. Therefore you affirm, acknowledge and agree to indemnify, defend and hold harmless DE Fastlink, its parent company, and their officers, directors, employees, contractors, agents, affiliates and any other service providers who furnish services to you in connection with the DE Fastlink VoIP calling service from any and all losses, claims, damages, fees, fines, costs, and expenses including, without limitation, reasonable attorney costs and fees relating to the inoperability and failure or outage of the DE Fastlink 911 service, including those related to the 911 SERVICE. Such indemnification, limitation of liability and hold harmless provision to DE Fastlink is made by you on your behalf and/or on the behalf of any person at your physical premise location, or any third-party user of the service.

Customer affirms, acknowledges and agrees that DE Fastlink does not have any control over the delivery of the DE Fastlink 911 service and is reliant upon third party providers to effectuate the service. Therefore, DE Fastlink has no control how, when and if 911 calls made by you or others at your physical premise location will be and/or are answered, responded to, handled or addressed by any Local, State, National and/or any other type of Emergency Response Service Center and Emergency Services Operator. DE Fastlink disclaims all liability and responsibility for the conduct of Emergency Services Operators who work for or at any Local, State or National Emergency Response Service Centers. DE Fastlink relies on third parties in routing 911 service calls to Local, State or National Emergency Response Service Centers. DE Fastlink disclaims any and/or all responsibility or liability in the event third party data used to route calls is incorrect or yields a wrong or invalid response or result. Therefore, you affirm, acknowledge and agree that DE Fastlink and any DE Fastlink third party provider disclaim all responsibility or liability in the event such information or routing is; (i) incomplete; (ii) incorrect; and/or (iii) your 911 call is unable to be connected to an Emergency Services Center.

DE Fastlink, its parent company and their officers, employees, affiliates and related third parties may not be held liable for any damages, claims and/or losses. Further you affirm, acknowledge and agree that you hereby waive any and/or all such claims, cause of action or suits either arising from or related to incomplete, misdirected, unconnected and non-completed 911 calls.

**CHANGES TO THIS DISCLOSURE.**

DE Fastlink reserves the right to make changes to this disclosure. If we make any significant changes to this disclosure we may choose to email you directly (if you have opted to receive emails from us), by hard copy mail or any other means DE Fastlink determines at its sole discretion.

**I affirm that I have fully read, understand and agree to the acceptance of this DE Fastlink, LLC. Emergency Calling Services disclosure. Additionally, I will inform all occupants and visitors of the addresses contracted for services (of which I am responsible) of the DE Fastlink, LLC. Emergency Calling Services disclosure.**

Witness our signatures on this the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
**Customer**

\_\_\_\_\_  
**Witness**

*Adopted: May 12, 2022*