

IMPORTANT INFORMATION RELATED TO EMERGENCY SERVICE 911 FOR USERS OF SERVICES PHONE INTERNET PROTOCOL (VOIP)

Last update : January 1st, 2021

In accordance with the obligations imposed to Group Maskatel Québec L.P. (hereinafter " **Maskatel** " or "**we** ") pursuant to Telecom Decision CRTC 2005-21 , we wish to inform all our customers using telephony services Internet protocol (hereinafter "**VoIP Service**") the differences between the operation of the 911 VoIP (hereinafter "**911 VoIP** ") and the traditional 911 service.

If you have any questions about your VoIP Service, do not hesitate to contact us by either of the following: <https://maskatel.ca/en/residential-services/contact-us/> or 1 877 627-5283

1. DIFFERENCES

Differences between traditional 911 service and 911 VoIP Service. With traditional phone services, your 911 call is sent directly to the Public Safety Answering Point (hereinafter " **PSAP** ") nearest to your address. With VoIP Service, your 911 call is forwarded to a third party service provider that will automatically or manually route your call to the PSAP.

2. LOCATION

Remember to verify your location. As you move from one place to another with your VoIP Service, for technical reasons, the emergency call center operator may not have your name, address or contact information at the time of call.

Therefore, when you use the 911 VoIP Service, you must immediately inform the emergency call center operator the address of your location (or the location of the emergency, if different) and your contact information. Do not risk sending police or ambulance services to the wrong location.

3. SERVICE INTERRUPTION

Be prepared for any service interruption. The VoIP Service depends not only on the maintenance of your subscription (and bills payment), but it also depends on your Internet connection and the electricity grid.

In case of power failure, Internet or network failure (including network congestion), or in case of disconnection due to non-payment, you may be unable to access 911 VoIP or you may be struggling to get 911 VoIP Service.

We recommend having an alternative phone service (like a cell phone) handy to increase the reliability of your access to emergency service in case of disruption of VoIP Services.

4. FOLLOW INSTRUCTIONS OF OPERATOR

Do not hang up. Do not end your 911 VoIP call before the emergency call center dispatcher allows it. If you are inadvertently disconnected, call back immediately.

5. UPDATE YOUR INFORMATION

Update your address in your subscription record. Maskatel will endeavor to provide the address in your subscription file to the emergency call centre operator. Therefore, make sure that the information is always accurate and current.

If you do not do this (for example, if you are unable to speak during a 911 call), the emergency call centre operator may assume that you are calling from the last registered address.

6. INFORMATION TO OTHER USERS

Inform other users. You must notify members of your household and other potential users of your VoIP Service of the nature and limitations of 911 VoIP emergency calls. To make this easier, attach the included stickers provided in your starter kit, in a visible location on your telephone device VoIP or other device using VoIP Services.

7. LIMITATION OF LIABILITY AND INDEMNITY

As the terms of Maskatel VoIP Service limit corporate liability and disclaim any responsibility for the 911 VoIP, please read the following.

7.1 **NO WARRANTY.** SUBJECT OF THESE PROVISIONS, AND THE SERVICE CONTRACT BETWEEN YOU AND MASKATEL BY WHICH YOU SUBSCRIBE VOIP SERVICE, WE OFFER NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION QUALITY WARRANTY.

7.2 **LIMITATION OF LIABILITY.** MASKATEL, ITS SUBSIDIARIES OR ITS AFFILIATES AND THEIR RESPECTIVE ADMINISTRATORS, DIRECTORS, EMPLOYEES, AUTHORIZED REPRESENTATIVE OR AGENTS CAN NOT BE HELD LIABLE OF:

A) ANY CLAIM, DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION, LOST PROFITS); OR

B) ANY DAMAGES RESULTING FROM INTERRUPT VOIP SERVICE OR LOSS OF DATA.

IN THIS REGARD, BY SUBSCRIBING VOIP SERVICES, YOU WAIVE ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATED WITH ANY INTERRUPTION OF THE SERVICE VOIP OR INABILITY TO MAKE A 911 VOIP CALL OR ACCESS EMERGENCY SERVICE PERSONAL, EXCEPT IN THE EVENT THAT THE ACT OR OMISSION FORMING THE CLAIM CAUSE, DAMAGE OR LOSS CONSTITUTES MASKATEL SERIOUS NEGLIGENCE, CARELESSNESS OR INTENTIONAL MISCHIEF.

7.3 **COMPENSATION.** YOU AGREE TO DEFEND, INDEMNIFY AND NOT BE HELD RESPONSIBLE MASKATEL, ITS SUBSIDIARIES OR ITS AFFILIATES AND THEIR RESPECTIVE ADMINISTRATORS, DIRECTORS, EMPLOYEES, AUTHORIZED REPRESENTATIVE OR RESPECTIVE AGENTS, AND ITS ASSIGNEES OR OTHER SUPPLIERS WHO OFFERS CUSTOMER SERVICES OR OFFERING SERVICES TO MASKATEL RELATED TO THE VOID SERVICE, AGAINST ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, EXPENSES, LEGAL FEES, ETC., TO YOU OR ON YOUR BEHALF OF ANY

THIRD PARTY, OR USER OF YOUR VOIP SERVICES RELATED TO THE ABSENCE, FAILURE OR INTERRUPTION OF VOIP SERVICE, INCLUDING 911 VOIP AND / OR INABILITY OR ANY THIRD PARTY OR ANY USER OF THE SERVICE VOIP, BE ABLE TO CALL 911 OR ACCESS EMERGENCY PERSONNEL, AND THE WRONG TRANSIT OF A 911 VOID CALL.

8. ACCEPTANCE

Acceptance. Despite the limitations discussed above, and having read and understood these restrictions as well as the limits of Maskatel liability, you hereby acknowledge and agree, without limitation, the VoIP Service and VoIP 9-1-1 Service, how they are currently offered.

To obtain a detailed description of your 911 VoIP Service, visit Maskatel terms of service to the following address: <https://maskatel.ca/en/residential-services/legal-and-regulatory/>.

9. WARNING

Important notice. When you call 911, be prepared to give your location address.

For more information, visit: <https://maskatel.ca/en/residential-services/support/faq/>

10. USER TIPS: IMPORTANT 911 INFORMATION

- 10.1 In an emergency, dial 911 to contact an emergency call center operator.
- 10.2 Be prepared to give your address (of the location of the emergency), a callback number and the nature of the emergency.
- 10.3 Do not hang up unless the operator or the call centre ask you.
- 10.4 If you lose communication, immediately recompose 911. The operator will try to call you if he has your callback number.
- 10.5 Ensure that your VoIP Service and your Internet service are configured and initialized correctly.
- 10.6 Affix the stickers provided in your starter kit prominently on your phone devices using VoIP Services or in a conspicuous place by all users or potential users.
- 10.7 Inform all users or potential users of 911 VoIP limitations and advices mentioned above.

11. OTHER PROVISIONS

- 11.1 Maskatel may, at any time and in its sole discretion, modify this notice. In such case, Maskatel will display a notice on its website and this modification is effective on the display's date. Maskatel assumes no responsibility towards you for the non-compliance of this notice.

- 11.2 This notice is governed by the applicable laws in Quebec. The parties acknowledge the exclusive jurisdiction of Quebec courts towards any matters discussed herein and agree to comply.
- 11.3 If a competent court declares that any provision hereof is invalid, illegal or unenforceable in any way whatsoever, the other provisions will not be affected and remain in force.
- 11.4 Maskatel default to insist on an absolute respect of any term of this notice can not constitute a waiver of any breach and will not prevent it, subsequently, to insist on the absolute respect of this modality, or constitute a waiver of any subsequent breach sanction, whether or not of the same nature.