

IMPORTANT NOTICE ON EMERGENCY SERVICE 911 FOR USERS OF TELEPHONY SERVICES 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.

THIS SECTION CONTAINS IMPORTANT PROVISIONS, INCLUDING 911 VOIP PROVISIONS. BY JOINING VOIP SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THERE ARE DIFFERENCES BETWEEN TRADITIONAL TELEPHONY AND TELEPHONE SERVICE VOIP, INCLUDING THE ABSENCE OF THE 911 TRADITIONAL EMERGENCY SERVICE.

By subscribing to our VoIP Services and by activating them, you acknowledge all the differences and limitations of 911 calls provided via VoIP Service, which are described below, and you agree to take all appropriate measures outlined to compensate such limitations. Also, by subscribing to our VoIP Services, you agree to the liability limitation that apply to 911 calls procured via our VoIP Service and that the terms and conditions provided in the service contract transmitted to you, which is found at the following address: <https://maskatel.ca/en/residential-services/legal-and-regulatory/> applied to VoIP Services.

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. DESCRIPTION OF VOIP AND 911 VOIP SERVICE

- 1.1 **Activation of VoIP 911.** 911 VoIP is available at the activation time of your Maskatel VoIP Services remains in effect as long as your service contract is in force, subject to the termination provisions described. The applicable fees to VoIP 911 Service is charged from the activation date.
- 1.2 **Description.** 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. With traditional phone services, your 911 call is sent directly to the nearest Public Safety Answering Point ("**PSAP**") corresponding to your telephone number and address received by the operator.
- 1.3 **Placing 911 VoIP.** When you make a 911 VoIP emergency call, the VoIP Service will attempt to automatically route your 911 call through a third party service provider designated by Maskatel, a specialized call centre that handles emergency calls, to PSAP corresponding to your address of record on your account.

However, due to the limitations of the VoIP telephone services, your 911 call may be routed to a different location than that which would be used for traditional 911 dialling. This call centre is different from the PSAP that would answer a traditional 911 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. The dispatcher will transmit your call to the nearest emergency call centre.

- 1.4 **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 911 emergency call, you must immediately inform the dispatcher of your name, address, and location (or the location of the emergency, if different) and your callback number.

- 1.5 **Unable to speak.** If you are unable to speak during a 911 VoIP, the emergency operator may not be able to find you if your subscription file is not accurate and updated. The emergency operator will transmit your call to the closest PSAP of your last registered address.

- 1.6 **Accuracy of Information:** It is your sole and only responsibility to provide Maskatel your contact details and update them (including your name, home address and phone number). When you move your VoIP Service device or add a line, you need to update your registered address accordingly. You can make records and updates at this address: <https://maskatel.ca/en/move/>

If you do not correctly identify your location address, or if your contact information has changed recently or that you have not updated them, the 911 VoIP calls can be routed to the wrong emergency call centre.

- 1.7 **Disconnections:** You must not disconnect the 911 emergency call until told to do so by the dispatcher, as the dispatcher may not have your updated number or contact information. If you are inadvertently disconnected, you must call back immediately.

- 1.8 **Connection time:** For technical reasons, including network congestion at peak hours, it is possible that a 911 emergency call will produce a busy signal or will take longer to connect when compared with traditional 911 calls.

- 1.9 **Alternate services.** If you are not comfortable with the limitations and terms of use of 911 VoIP emergency calls, Maskatel recommends that you terminate the VoIP Services or consider an alternate means for accessing traditional 911 emergency services, including subscribing with our telephony services.

- 1.10 **Obligation to inform other users of VoIP Services.** By subscribing to VoIP Services, you accept and agree to notify any user or potential user of VoIP Services on the nature and limitations of VoIP 911 calls made using VoIP Service. You also agree to affix the stickers provided in your starter kit nearby the devices locations that access the VoIP Services.

2. MALFUNCTION OF VOIP SERVICE

- 2.1 **Situation that may cause malfunction.** For technical reasons, it may be impossible to make 911 VoIP emergency calls, or VoIP Service may be restricted in any of the following, without limitation:

a) the failure of the VoIP Service or your access device, especially if your access device equipment fails or is not configured correctly, or if your VoIP Service does not work correctly for any reason, including a power failure, a generalized disruption of VoIP Service

b) the suspension or disconnection of VoIP Service by Maskatel due to billing issues, all in accordance with the service contract provisions between you and Maskatel

c) the network or Internet congestion or the network or Internet power failure. In either of these cases, you may need to restart or reconfigure the access device before you can use VoIP Service system, including 911 VoIP emergency calls;

d) the change of location without notifying us - if you install your system access device to a location other than at the indicated location of your subscription or contact listed in your subscription file with Groupe Maskatel LP without prior notice, in contravention to what is described herein.

- 2.2 **Secondary access.** In the case of the events listed above, it is possible that you had access to a traditional telephone service or a cell phone to make an emergency call. You acknowledge and understand that in case of breakdown, failure or other unavailability of your Internet connection or associated equipment, including but not limited to, improper modification or alteration of your access device to VoIP Services, including your computer, the VoIP Service may not work. However, you will continue to be billed for the VoIP Service until you, or Maskatel terminates the VoIP Service, or, more generally, your service contract in accordance to the service contract provisions.

3. 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.

- 3.1 **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.

- 3.2 **LIMITATION OF LIABILITY.** MASKATEL, ITS SUBSIDIARIES OR ITS AFFILIATES AND THEIR RESPECTIVE ADMINISTRATORS, DIRECTORS, EMPLOYEES, AUTORIZED 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 VOIP SERVICE 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.

- 3.3 **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 OF 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 VOIP CALL.

4. USER TIPS: IMPORTANT 911 INFORMATION

- 4.1 In an emergency, dial 911 to contact an emergency call center operator.
- 4.2 Be prepared to give your address (of the location of the emergency), a callback number and the nature of the emergency.
- 4.3 Do not hang up unless the operator or the call center ask you.
- 4.4 If you lose communication, immediately recompose 911. The operator will try to call you if he has your callback number.
- 4.5 Ensure that your VoIP Service and your Internet service are configured and initialized correctly.
- 4.6 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.
- 4.7 Inform all users or potential users of 911 VoIP limitations and advices mentioned above.

5. OTHER PROVISIONS

- 5.1 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.
- 5.2 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.
- 5.3 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.

- 5.4 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.