

### AT&T Nomadic VoIP Service

#### **Advisory regarding 911 dialing and limitations of service for customers of AT&T nomadic VoIP services (where PSTN access is provided by a separate AT&T service or a third party service) used on a desk top handset, laptop, tablet or smart phone device.**

In accordance with the regulatory requirements of the Canadian Radio-television and Telecommunications Commission, prior to making any AT&T nomadic VoIP Service, either with or without the optional AT&T Advanced Emergency 911 (“AT&T AE-9-1-1”) Service (collectively, “AT&T Nomadic VoIP Service”), available to users you are required to review this Advisory with your users and have them acknowledge to you that they have received, understand, and agree to the terms and conditions stated herein. This Advisory is also available at: [https://www.business.att.com/content/article/CHCS\\_911\\_Advisory\\_forCanada.pdf](https://www.business.att.com/content/article/CHCS_911_Advisory_forCanada.pdf)

**1. Description of AT&T Nomadic VoIP Service.** The AT&T Nomadic VoIP Service allows you to make or receive calls to or from the public switched telephone network through a separate service provided by AT&T or a third party telecommunications carrier contracted by you. The nature of AT&T Nomadic 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 operation of 911 emergency services. The following provisions describe the differences between traditional 911 service and VoIP calls with respect to 911 calls placed to emergency services using your AT&T Nomadic VoIP Service.

Customer acknowledges that it is responsible for providing and maintaining accurate Customer Site data location information, network topology and other technical data and provide that information to the Customer’s PSTN service provider, for all Customer Sites where AT&T Nomadic VoIP Service is provisioned.

**2. Calling from a Desk Top Handset, Laptop, Tablet or Mobile Device (except iPhone and Android devices) from Registered or Non-Registered Customer Location with AT&T Nomadic VoIP. Providing Information to the Public Service Answering Point (“PSAP”).**

(a) When a caller makes a 911 emergency call (not using AT&T AE-9-1-1) from a VoIP enabled desk top handset or mobile device (except iPhone and Android devices), the AT&T Nomadic VoIP Service will automatically route the 911 call, including the Caller ID, to the Customer’s PSTN provider associated with the AT&T Nomadic VoIP Service configured location of the device. That PSTN provider is responsible for routing emergency calls to the PSAP dispatcher or the emergency service operator. However, for technical and other reasons as described below, the dispatcher receiving the call may not be able to capture or retain the identification of the phone number or the particular extension from which the 9-1-1 call is placed or the building, floor or office number of the location from which the call is placed.

The caller must immediately inform the PSAP dispatcher of the caller’s location, including identification of the particular extension from where the 9-1-1 call is placed or the building, floor or office number of the location from which the call is placed. Therefore, when making the 9-1-1 emergency call, users must immediately inform the PSAP dispatcher or the emergency service operator of their location (or the location of the emergency if different from the address of the caller).

(b) When a caller makes a 911 emergency call from a desk top handset, laptop, tablet or non-iPhone/non-Android device from a Customer location registered with AT&T for use with the AT&T AE-9-1-1 Service, the AT&T Nomadic VoIP Service will connect the call to a third party dispatcher. In such circumstances, the AT&T AE-9-1-1 Service will provide extension specific and location information to such third party dispatcher, such as the caller’s address, callback number, and the floor or office number of the location from which the call has been placed (if the customer has provided the AT&T AE-9-1-1 Service with this level of detail). The caller must confirm this information with the third party dispatcher or provide more accurate information. The third party dispatcher will connect the caller to the PSAP dispatcher or emergency service operator, who may ask the caller to repeat the location of the emergency and other details.

If the caller moves the VoIP-enabled desk top handset, laptop, tablet or non-android/non-iPhone to another location not registered with the AT&T AE-9-1-1 Service, these devices will not provide accurate location information to the third party dispatcher. The caller must provide accurate information including the location of the emergency and other details to the third party dispatcher.

If the caller is unable to speak, the third party dispatcher may not be able to locate the caller if the location information on file is not up to date.

**3. Calls Made from an iPhone or Android Device with AT&T Nomadic VoIP Service S with or without AE-9-1-1.**

When a caller makes a 911 emergency call from an Android device or iPhone, the smart phone's native dialer will be used for the 911 call. The caller's wireless service provider's network will route the call to the PSAP or emergency services dispatcher. In these cases, neither the AT&T Nomadic VoIP Service, nor the AT&T AE-9-1-1 Service is used for the call. The PSAP dispatcher or emergency service operator may ask the caller to repeat the location of the emergency and other details.

**4. Connection Time.**

For technical reasons, including network congestion, 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.

**5. Disconnection**

Callers must not disconnect the 911 emergency call until told to do so by the PSAP operator or emergency service dispatcher, as such dispatcher may not have the number or contact information. If the caller is inadvertently disconnected, he or she must call back immediately.

**6. Failure of Service or System Access Device:**

If the system access equipment fails or is not configured correctly, or if the AT&T Nomadic VoIP Service and or AT&T AE-9-1-1 Service is not functioning correctly for any reason, including power outages; the AT&T Nomadic VoIP Service and or AT&T AE-9-1-1 Service outage; suspension or disconnection of service including but not limited to billing issues, network or Internet congestion, or a network or Internet outage in the event of a power, network or Internet outage; change of location of the system access equipment to a location other than that associated with the Customer service account and associated telephone number(s); the Customer or its users may need to reset or reconfigure the system access equipment before the Customer and its users are able to use the AT&T Nomadic VoIP Service and or AT&T AE-9-1-1 Service, including for 911 emergency calls.

**7. Power or System Outage.**

Customer acknowledges and understands that a service outage for ANY reason including power outage or equipment or network outage may terminate the availability of all AT&T Nomadic VoIP Service and or AT&T AE-9-1-1 Service including the 911 service.

**8. Notification and Instructions to Users & Customer's Responsibility to Provide Alternative Access to 911.**

Customer confirms it is solely responsible for informing, training and keeping users of the AT&T Nomadic VoIP Service and AT&T AE-9-1-1 Service (including without limitation, users with visual and cognitive disabilities) informed in a simple, user-friendly and succinct manner of the limitations and instructions stated in this Advisory, as such limitations and instructions may change from time-to-time and provide users with applicable updates or refreshers on such limitations and instructions. Customer will have and maintain in place throughout the term of the applicable AT&T Nomadic VoIP Pricing Schedule and AT&T AE-9-1-1 Addendum, appropriate alternative means of making 911 calls such as, without limitation a traditional (i.e. non-IP telephony phone) or wireless phone in lieu of the AT&T Nomadic VoIP Service and AT&T AE-9-1-1 Service.

In addition, Customer is responsible for affixing applicable 911 warning labels to Internet-enabled phones to be used with the AT&T Nomadic VoIP Service. Wording for such warning labels is set out below:

English language sticker

If you call 911, the operator may not know your exact location.

French language sticker

Si vous appelez le 911, la téléphoniste peut ne pas connaître votre emplacement exact.

## **9. Limitation of Liability.**

Customer acknowledges and understands the following limitation of liability provisions governing the AT&T Nomadic VoIP Service, and AT&T AE-9-1-1 Service.

- i. AT&T will not be liable for any damages arising out of or relating to interruptions or errors in routing or completing any 911 or other emergency response calls or any other calls or transmissions. AT&T makes no representations or warranties, express or implied, specifically disclaims any representation or warranty of merchantability, fitness for a particular purpose, or that calls or other transmissions will be routed or completed without error or interruption (including calls to 911 or any similar emergency response center).
- ii. AT&T does not have any control over whether, or the manner, in which calls using the AT&T Nomadic VoIP Service, and AT&T AE-9-1-1 Service are answered or addressed by any emergency call or response center. AT&T disclaims any and all responsibility or liability for the ability of equipment or Service to connect to an emergency response center, the conduct of the emergency response center and the public safety answering point. AT&T relies on third parties to assist in routing 911 calls to emergency response centers and a geographically appropriate public safety answering point.
- iii. AT&T disclaims any and all responsibility or liability in the event that data provided to and or accessed or used by such third party to route the call is incomplete, inaccurate, incorrect or yields an erroneous or incomplete result. AT&T does not have control of Customer equipment or the PSTN service the Customer separately employs for use of the AT&T Nomadic VoIP Service and AT&T AE-9-1-1 Service or matters of force majeure.

Except for liability for proven direct damages suffered by Customer arising out of any negligent or willful act of AT&T, neither AT&T or its affiliates and their respective officers, directors, employees, agents, contractors and assigns may be held liable for any claim, damage, liability or loss and Customer hereby waives any and all such claims or causes of action, arising from or relating to the 911 service of the AT&T Nomadic VoIP Service and or the AT&T AE-9-1-1 Service. Customer shall defend, indemnify and hold harmless AT&T its affiliates and their respective officers, directors, employees, agents, contractors and assigns and any other service provider who furnishes services in connection with the equipment, 911 service, the AT&T Nomadic VoIP Service and or AT&T AE-9-1-1 Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including without limitation, counsel fees) including claims based on negligence, gross negligence, willful misconduct or recklessness, by or on behalf Customer, any user or any other third party relating to the absence, failure, interruption, non-performance or outage of the AT&T Nomadic VoIP Service and or AT&T AE-9-1-1 Service, including without limitation 911 service of the AT&T Nomadic VoIP Service and or AT&T AE-9-1-1 Service for incorrectly routed, incorrectly entered, incomplete or inaccurate user address information and/or the inability of any user to be able to use 911 service or access emergency service personnel.

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