



Notification and Disclosure of 911 Emergency Dialing Capabilities

541-504-6600 | www.communitybroadband.com

SUBSCRIBER: Read document completely. Enter your Phone service physical address, check all boxes and sign below. Fax your completed form to 541-504-6609 or mail to P.O. Box 1595 Redmond, OR 97756. A correct physical service address is required for 911 Emergency Dialing Services to function correctly!

Physical Service Address

City / State / Zip

- I certify that the above is the correct physical service address for my Community Broadband phone service. This address should be registered in the 911 database for 911 Emergency Dialing Services. If I obtain additional (more than one) Community Broadband telephone numbers, or if I change my current telephone number(s), I agree to notify Community Broadband immediately of the physical service address for each newly added and/or changed telephone number; otherwise 911 Emergency Dialing Services may not function correctly.
- I agree to notify Community Broadband immediately if I move my phone service to a new physical service address. I understand that if I do not notify Community Broadband of an address change, 911 Emergency Dialing Services may not function correctly.
- I have read the *COMMUNITY BROADBAND NOTIFICATION AND DISCLOSURE OF 911 EMERGENCY DIALING CAPABILITIES* below. I acknowledge and accept the capabilities and limitations of Community Broadband 911 Emergency Dialing Services.
- I agree to abide by the terms and conditions set forth by Community Broadband, including the Subscriber Agreement, Terms of Service, Acceptable Use Policy and all other policies and agreements (collectively the "Agreement") posted at www.communitybroadband.com. I acknowledge that any violation of the Agreement or illegal activity is subject to immediate termination of service without notice. I acknowledge that, upon notice published online, Community Broadband may modify the Agreement, products, prices and/or services offered. I agree to resolve any dispute arising under the Agreement, my Community Broadband service, or installation through binding arbitration as fully set forth in the Community Broadband Terms of Service. Arbitration means I waive my right to a jury trial. By signing below and activating or using the service, I acknowledge that I am of legal age to enter into this agreement and that I have read and understand fully the terms and conditions of this agreement.

Signature

Date

Print Name

Business Name (Business Customers Only)

COMMUNITY BROADBAND NOTIFICATION AND DISCLOSURE OF 911 EMERGENCY DIALING CAPABILITIES

To learn more about Community Broadband 911 Emergency Dialing Services - including answers to many frequently asked questions - please visit <http://communitybroadband.com/911.htm>

1. Acknowledgement. In response to a recently announced FCC 911 ruling, Community Broadband ("we," "us" or "Community Broadband") is required to ensure that the user ("you," "user" or "Customer") of Community Broadband's residential and business communications services and any related products or services ("Service") acknowledges that you have read this Notification and Disclosure of 911 Emergency Dialing Capabilities and you accept the limitations of Community Broadband 911 Emergency Dialing Services. This notification regards both the Service and any Community Broadband devices, such as an IP phone, Analog Telephone Adapter, router or any other IP connection device ("Device" or "Equipment"), used in conjunction with the Service.

BY SIGNING THIS AGREEMENT AND ACTIVATING OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

2. About Community Broadband 911 Emergency Dialing Services. Community Broadband 911 Emergency Dialing Services are different than traditional 911 services provided by landline telephone companies.

Most of our customers (other than customers using Soft Phones, Virtual Numbers, Subscriber provided Customer Premise Equipment, or other portable or non Community Broadband-certified Devices or Equipment) have access to either basic 911 or Enhanced 911 (E911) service. With E911 service, when you dial 911, your telephone number and registered address are simultaneously sent to the local emergency response center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. **To see if E911 service is currently available in your area, dial 933 from your Community Broadband Phone.**

Customers in locations where the local emergency response center is not equipped to receive, capture or retain your telephone number and address have basic 911 or limited E911. With basic 911 or limited E911, the emergency operator answering the call may not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak. As additional local emergency response centers become capable of receiving our customers' information, Community Broadband will automatically upgrade customers with basic 911 to E911 service. Community Broadband will not give you notice of the upgrade.

Some local emergency response centers may not have live operators 24 hours a day. If Community Broadband learns that this is the case, we will send your call to a national emergency call center instead and a trained agent will assist you.

Certain customers do not have access to either basic 911 or E911. If you don't have access to basic 911 or E911, your 911 call will be sent to the national emergency call center. A trained agent at the national emergency call center will ask for the name, telephone number and location of the customer calling 911, and then contact the local emergency response center for such customer in order to send help. Emergency personnel do not receive your phone number or physical location when your 911 call is routed to the national emergency call center, so you must be prepared to give them this information. Examples of situations where 911 calls will be sent to the national emergency call center include when there is a problem validating a customer's address, the customer is identified with an international location, the customer is located in an area that is not covered by the landline 911 network, basic 911 or E911 are temporarily unavailable, or the customer is using certain Soft Phones, Virtual Numbers, Subscriber provided Customer Premise Equipment, or other portable or non Community Broadband-certified Devices or Equipment.

3. How Emergency Personnel are Contacted. We contract with a third party to use the address of your registered location to determine the nearest local emergency response center and then forward your call to that center. You hereby authorize us to disclose your name, phone number and address to third-party service providers, including, without limitation, call routers, call centers and public service answering points, for the purpose of dispatching emergency services personnel to your registered location.

4. Notify All Users. You should inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service of (i) the potential non-availability of basic 911 or E911, and (ii) the important differences in and limitations of Community Broadband 911 Emergency Dialing Services as compared with traditional 911 services provided by landline telephone companies. Community Broadband provides stickers concerning the potential non-availability of E911 (the "E911 Sticker"). It is your responsibility write down your appropriate local emergency telephone numbers on the stickers and place them on each Device that you use with the Service. If you did not receive E911 Stickers with your Device or if you require additional E911 Stickers, please contact our customer care department at 541-504-6600.

5. Registration of Physical Location Required. For each phone number that you use for the Service, you must register with Community Broadband the physical location where you will be using the Service with that phone number. The initial physical location of use will be registered as the "service address" that you designate on this form. When you move the Device to another location, you must register your new location by calling 541-504-6600 or visiting www.communitybroadband.com. If you do not register your new location or if you register your location incorrectly, calls you make to 911 may not be sent to the nearest local emergency response center. You may only register one location at a time for each phone line you use with the Service. Delays in updating 911 databases may occur when you change your registered location; in such cases 911 Emergency Dialing Services may be limited or unavailable at such new location until the databases are updated. Regardless of what address you register for Soft Phones, Virtual Numbers, Subscriber provided Customer Premise Equipment or other portable or non Community Broadband-certified Devices or Equipment, emergency calls you make from such devices may route to the national emergency response center.

6. Service Outages.

(a) Service Outages Due to Power Failure or Disruption. Our 911 Emergency Dialing Services do not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Emergency Dialing Services, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Emergency Dialing Services.

(b) Service Outages Due to Internet Outage or Suspension or Disconnection of Broadband Service or ISP Service. Service outages or suspensions or disconnections of service by your broadband provider or ISP (whether Community Broadband or an alternate ISP) will prevent all Service, including 911 Emergency Dialing Services, from functioning.

(c) Service Outage Due to Suspension or Disconnection of Your Community Broadband Account. Service outages due to suspension or disconnection of your account will prevent all Service, including 911 Emergency Dialing Services, from functioning.

(d) Other Service Outages. If there is a Service outage for any reason, such outage will prevent all Service, including 911 Emergency Dialing Services, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

7. Equipment Failure. 911 Emergency Dialing Services will not function if your Device fails or is not correctly configured. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Emergency Dialing Services.

8. Re-Activation Required if You Change Your Number or Add or Port New Numbers. 911 Emergency Dialing Services do not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number.

9. Network Congestion; Reduced Speed for Routing or Answering 911 Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of 911 calls made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

10. Disclaimer of Liability and Indemnification. We do not have any control over whether, or the manner in which, calls using our 911 Emergency Dialing Services are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency call center. We rely on third parties to assist us in routing 911 calls to local emergency response centers and to the national emergency call center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither Community Broadband nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Emergency Dialing Services unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless Community Broadband, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Emergency Dialing Services, incorrectly routed 911 calls, and/or the inability of any user of the Service to be able to use 911 Emergency Dialing Services or access emergency service personnel.

11. Alternate 911 Arrangements. By signing this agreement you acknowledge that Community Broadband 911 Emergency Dialing Services have certain characteristics that distinguish them from traditional, legacy, circuit-switched 911 services. These characteristics may make our 911 Emergency Dialing Services unsuitable for some of our customers. Because our customers' circumstances vary widely, you should carefully evaluate your own circumstances when deciding whether to rely solely upon 911 Emergency Dialing Services. You acknowledge that it is your responsibility to determine the technology or combination of technologies best suited to meet your calling needs, and to make the necessary provisions for access to emergency calling services. If you are not comfortable with the limitations of 911 Emergency Dialing Services, you should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting the Service.