

## DAGI TERMS OF SERVICE

### 1. Interpretation

1.1. The following terms and conditions of service (“Terms of Service”) govern the use of the services available through DAGI. Any DAGI document describing the plans, features, services or products you have selected, as well as any other document incorporated by reference (collectively, the “Materials”) together with these Terms of Service constitute our agreement with you (the “Service Agreement”). If there is any inconsistency between the Materials and these Terms of Service, these Terms of Service will prevail.

1.2. Throughout this document:

- us, we, our and DAGI means the DAGI entity named in the Service Agreement;
- service or services means the residential or business Voice Over Internet Protocol (“VOIP”) phone service or other services that you subscribe to under the Service Agreement or receive from or through DAGI;
- equipment means any device, equipment or hardware used to access the services or used in conjunction with the services; and
- software means any software used to access the services or used in conjunction with the services.

1.3. Unless otherwise specified in the Service Agreement, we may change at any time charges, features, content, functionality, structure or any other aspects of the services, as well as any term or provision of the Service Agreement. If you do not accept a change to the affected services, your sole remedy is to terminate the affected services provided under the Service Agreement within thirty days of your receipt of our notice of change to the Services (unless we specify a different notice period), by providing us with advance notice of termination pursuant to section 11.2 of the Terms of Service.

1.4. By entering into the Service Agreement, you:

- acknowledge that you have read, understood and agree to the Terms of Service;
- acknowledge that you have read, understand and agree with the limitations related to VoIP E911 calling as detailed in section 17 of the Terms of Service;
- acknowledge that service quality is “as is” and should vary depending on the location of the customer and the destination of each call all outside the control of DAGI;
- acknowledge that it is recommended that you will not use this service as your sole call termination service and shall have a backup solution in any case, such as a cellular telephone;
- authorize DAGI to obtain information about your credit history and agree that DAGI may provide information to others about your credit experience with DAGI;
- accept all provisions of the Service Agreement, including those set forth in the Materials and these Terms of Service;
- agree to cause all persons who use services under your account, or with your authorization, to comply with the Service Agreement;

- acknowledge that the acts or omissions of all persons who use services under your account, or with your authorization, will be treated for all purposes as your acts or omissions;
- acknowledge that you have received and had the opportunity to review a copy of the Service Agreement, including the Materials and these Terms of Service;
- confirm that the information you have provided to us is up-to-date and accurate; and agree to notify us of any change in your information.

1.5. Your account information may be disclosed to other members of the DAGI organization and to our agents/dealers in order to service your account, respond to your questions and telemarket/promote additional products and services offered by members of the DAGI organization that may interest you. Moreover your account information may be provided to other companies to facilitate access to their services on your DAGI account. If you do not wish to receive offers or information from related DAGI entities, please contact DAGI, as stated in Section 19.

## 2. Charges, Account and Payment Information

2.1. Charges will commence on the date of the initial order of the services or the equipment, whichever is earlier (the "Activation Date"). You authorize DAGI to charge to your bank account, via pre-authorized debit, the initial set-up fee listed and any recurring monthly charges incurred on your account made in accordance with the DAGI Terms of Service. You acknowledge and understand that any charges to the account, including the initial set-up fee, are non-refundable.

2.2. Unless otherwise agreed to by you and us, we will bill you monthly, by pre-authorized debit, to your bank account. Except for usage based fees, all fees are due in advance on the first day of each billing period. Usage-based charges are billed in arrears. Billing for partial months is prorated. DAGI may bill you for a charge up to six (6) months from the date the charge was incurred.

2.3. You are liable for all charges to your account including any charges levied by other telecommunications carriers onto your account, including all long-distance charges outside of Continental USA and Canada 10, unless otherwise stated in your Service Agreement and include charges that occur due to fraud or hacking of accounts, or accidental dialing. Charges to your account are due and payable in full from the date of your invoice or statement. If, after receiving agreement from DAGI to do so, you are paying by mail or through a financial institution, please allow adequate time for your payment to reach us prior to the required payment date.

2.4. If payment of an amount due on your account is not received by us by the required payment date specified by us, it will be considered a delinquent amount and will be subject to a late payment charge of 2% per month, calculated and compounded monthly on the delinquent amount (26.82% per year) from the date of the first invoice on which the delinquent amount appears until the date we receive such amount in full. You agree that we can charge any unpaid and outstanding amount, including any late payment charges, on your account to your credit

card, bank account or any other payment method pre-authorized by you for payment of our charges.

2.5. Administrative charges may be levied for administration or account processing activities in connection with your account, including as a result of the following:

- collection efforts due to non-payment or having a balance over your credit limit, including unbilled usage and pending charges, fees and adjustments;
- returned or rejected payments;
- change of any identifier (e.g., phone number); and
- restoration of service.

A list of such charges is available upon request. Any questions or discrepancies regarding charges must be forwarded to us within ninety (90) days of the invoice date or other statement date. Failure to notify us within this time period will constitute your acceptance of such charges.

2.7. Unless otherwise set out in the Materials, if you agree to subscribe to one of our plans or services for a committed period of time (the “Commitment Period”), you may be subject to an early cancellation fee (ECF) for each service.

2.8. Changes to your account (e.g., monthly plan, features or identifiers) may not take effect until after your next billing date.

### **3. Deposit and Credit Requirements**

3.1. We may require a deposit or impose other payment or credit requirements (e.g., interim payments, mandatory pre-payments) at any time and on such terms as determined in our sole discretion. You will not earn any interest on any deposits or other payments held by us. If your service is terminated, we will apply any deposits or other payments against the outstanding final balance on your account.

3.2 Upon notice to you, we may assign, change or remove a credit limit on your account at any time. Service to any or all of your accounts may be suspended at any time if your balance – including unbilled usage and pending charges, fees and adjustments – exceeds this limit. Recurring service charges continue to apply during any suspension of services.

### **4. Identifiers**

4.1. You do not own any identifier (such as an account, calling card or PIN number, e-mail, IP or Web page address or access code) assigned to you. We may change or remove any identifier at any time upon notice to you.

### **5. Service Policies and Acceptable Use**

5.1. We may occasionally establish policies, rules and limits (together, the “Policies”) concerning use of the services, equipment and any products, content, applications or services

used in conjunction with the services or equipment. Your use of the Services is subject to these Policies, which are incorporated into these Terms of Service.

5.2. You may not use the services for anything other than the purpose for which it was supplied to you. You may not resell the services, receive any charge or benefit for the use of the services, or allow any third party to have access to such services. Also, you may not share or transfer your services without our express consent.

5.3. The DAGI Anytime, Anywhere Plan is provided for solely residential use. You are prohibited from using the service or the device for auto-dialing, continuous or extensive call forwarding, telemarketing (including charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately disconnect or modify your service if we determine, in our sole and absolute discretion, that your use of the service or the device is, or at any time was, inconsistent with normal residential usage patterns. In addition, you will be required to pay our higher rates for commercial service for all periods in which your use of the service or the device was inconsistent with normal residential use.

5.4. All DAGI unlimited residential services are subject to a fair usage policy that prohibits the use of the service in any way that is inconsistent with normal residential usage patterns. The DAGI fair usage limit is currently set at 40 (forty) hours of accumulated outbound talk time in any 30 day period. In the event you exceed the usage limits, DAGI reserves the right to, in our absolute and sole discretion, remove access to premium outbound termination services or charge the account an overage fee of \$5.00 for every block of 150 minutes that the account exceeds the fair usage limit. This fair usage policy helps ensure reliability and quality of the service on the DAGI network.

5.5. We reserve the right to suspend or terminate your services or any portion thereof without prior notice, based on our sole discretion; where any of your services are used in any manner that impairs the use and/or quality of DAGI Service(s) by other subscribers, is inconsistent with the Terms of Service or Policies, is contrary to any law, or during any period in which any amount payable by you to us is past due.

5.6. If you request a transfer of your local number to the account of DAGI, which is currently subscribed with another provider, the following conditions will apply:

- you must activate, and purchase an account with DAGI;
- you must purchase the number porting “add on” with your order;
- you must sign a current bill from your provider and email or fax it to us to allow DAGI to initiate the porting process;
- you understand that if you cancel your existing service prior to completion of the number porting process it may prevent DAGI from acquiring the local number;
- you understand DAGI has the right to refuse to port any number;
- you understand and agree that you remain solely responsible for any charges incurred with the telephone provider during the period the number is being transferred to DAGI, regardless of delays in completing the transfer caused by any party; and

- you understand and agree that local number transfers can take 1-4 weeks from the time DAGI submits the request to your current provider. After this process is initiated it cannot be stopped by DAGI for any reason.

5.7. DAGI has certain calling limitations as compared with traditional phone lines that you need to be familiar with. Please review section sixteen (17) of the DAGI Terms of Service for details on E9-1-1 service. In addition, we do not offer the following call termination services: 0+ calling, 900 number calls, 10-10 calls. In addition, international calling will only be supported on request on a prepaid basis.

## **6. Equipment**

6.1. Except for equipment that you have fully paid for, or are leasing from a third party, all equipment installed or provided by us remains our property and you agree that:

- you will take reasonable care with the equipment;
- you may not sell, lease, mortgage, transfer, assign or encumber the equipment;
- you may not re-locate the equipment without our knowledge and permission; and
- you will return the equipment to us at your own expense upon termination of the services to which the equipment related.

6.2. If the equipment is lost, stolen, damaged, sold, leased, mortgaged, transferred, assigned, encumbered or not returned, you agree to pay us the undiscounted retail value of the equipment, along with any costs incurred by us in seeking possession of such equipment.

6.3. You authorize our representatives to enter or have access to your premises as necessary at mutually agreed upon times to install, maintain, inspect, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of our services, equipment or our facilities or networks. If any of your services or accounts have been terminated, you authorize our representatives to enter or have access to your premises to disconnect the services, as applicable.

6.4. Equipment and related software may have to meet certain minimum requirements and be maintained (in certain ways and in certain locations) in order to access the services or the proper operation of the services (e.g., 9-1-1 services). Such requirements may be changed at any time at our sole discretion in accordance with CRTC requirements. Unless otherwise specified by us, you are solely responsible for updating and maintaining your equipment and software, as necessary, to meet such requirements. Please note that you are not entitled to customer support provided by us if you fail to properly maintain or update your equipment and software.

6.5. You must immediately notify us by any means of contact as specified in Section 19, if your equipment is lost, stolen or destroyed. If you wish to terminate your services, your obligations under the Service Agreement, including the ECF, will apply.

## **7. No Warranties**

7.1. You acknowledge and understand that the DAGI VoIP phone services or access to other services (such as 9-1-1, public alerts or special needs services) may not function correctly, or at all, in the following circumstances:

- if your equipment fails, is not configured correctly or does not meet DAGI requirements;
- in the event of a network outage or power failure;
- if you tamper with or move the equipment; and/or
- following suspension or termination of your services or account.

7.2. You acknowledge and understand that there is no guarantee of service quality or availability of service. Service quality will vary depending on the location of the customer and the destination of each call, which are outside the control of DAGI.

7.3. Neither DAGI nor its affiliates, partners, licensors, dealers, representatives, suppliers and agents (and their respective employees, officers, directors, shareholders and representatives) (collectively, "DAGI Parties") are responsible or liable to you for any software, content or services provided to you or accessible by you through the services, any charges incurred in connection with such software, content or services or anything that is or can be done with such software, content or services even if you are billed for such software, content or services. All such software, content or services, is accessed or transmitted solely at your own risk.

7.4. To the maximum extent permitted by applicable law:

- the DAGI Parties do not guarantee or warrant the performance, availability, coverage, uninterrupted use, security, pricing or operation of the services, the equipment or any products, content, applications, services, facilities, connections or networks used or provided by us or third parties (collectively, the "Offering");
- you bear the entire risk as to the use, availability, reliability, timeliness, quality, security and performance of the Offering; and
- the DAGI Parties do not make any express or implied representations, warranties or conditions, including warranties of title or non-infringement, or implied warranties of merchantable quality or fitness for a particular purpose, with regard to the Offering.

7.5. All representations, warranties and conditions of any kind, express or implied, are excluded to the maximum extent permitted by applicable law. To the maximum extent permitted by applicable law, no advice or information, whether oral or written, obtained by you from the DAGI Parties creates any term, condition, representation or warranty not expressly stated in the Service Agreement. You are solely responsible for the following matters:

- accessing the equipment;
- maintaining the security and privacy of your property and your transmissions using the services, the equipment or our facilities or networks; and
- protecting against any breaches of security or privacy, or other risks involved in installing, using, maintaining or changing the services or the equipment.

## **8. Limitations of Liability**

8.1. Unless otherwise specifically set out in the Service Agreement, to the maximum extent permitted by applicable law, the DAGI Parties will not be liable to you or to any third party for:

- any direct, indirect, special, consequential, incidental, economic or punitive damages (including loss of profit or revenue; financial loss; loss of business opportunities; loss, destruction or alteration of data, files or software; breach of privacy or security property damage; personal injury, death or any other foreseeable or unforeseeable loss, however caused) resulting in or relating directly to or indirectly from, or relating to the Offering or any advertisements, promotions or statements relating to any of the foregoing, even if we were negligent or were advised of the possibility of such damages.
- the performance, availability, reliability, timeliness, quality, coverage, uninterrupted use, security, pricing or operation of the Offering;
- any error, inclusion or omission, with respect to any telephone listings or directories;
- the denial, restriction, blocking, disruption or inaccessibility of any services (including 9-1-1, public alerts or special needs services), equipment or identifiers (including telephone numbers);
- any lost, stolen, damaged or expired equipment, identifiers, passwords, codes, benefits, discounts, rebates or credits;
- any error, omission or delay in connection with the transfer of telephone numbers to or from another telecommunications service provider or any limitation connected thereto;
- any acts or omissions of a telecommunications carrier whose facilities are used to establish connections to points that we do not serve; and
- any claims or damages resulting directly or indirectly from any claim that the use, intended use or combination of the Offering or any material transmitted through the services infringes the intellectual property, industrial, contractual, privacy or other rights of a third party.

8.2. These limits are in addition to any other limits on the DAGI Parties' liability set out elsewhere in the Service Agreement and apply to any act or omission of the DAGI Parties, whether or not the act or omission would otherwise be a cause of action in contract or tort, or pursuant to any statute or other doctrine of law.

## **9. Indemnification**

9.1. You will indemnify and hold harmless the DAGI Parties from and against any claims, losses, damages, costs and expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by the DAGI Parties relating to your violation, alleged violation or misappropriation of any intellectual property, industrial, contractual, privacy or other rights of a third party or any alleged libel or slander by a third party against you. You will further indemnify and hold harmless DAGI for any inability to use the phone services or to obtain access to 9-1-1 emergency services.

## **10. Privacy and Confidentiality of your Information**

10.1. You understand that DAGI cannot guarantee any privacy on the communications outside of the DAGI network. VoIP communication that originates or terminates outside the DAGI network cannot be considered in any manner secure or private.

10.2. Additional DAGI Privacy Policies are available at <http://www.dagi.ca/privacy>. To contact our Privacy Officer in order to access or obtain more information about your personal information held by DAGI, make a privacy-related complaint, or obtain a copy of our Privacy Policies e-mail us at [info@DAGI.ca](mailto:info@DAGI.ca). Personal information collected in connection with the provision of the services may be stored and processed in or outside Canada and may be subject to the laws of other jurisdictions.

10.3. Unless you provide express consent, or disclosure is required pursuant to a legal power, all your information kept by us, other than your name, address and listed telephone number, is confidential and may not be disclosed by us to anyone other than:

- you;
- a person who, in our reasonable judgment, is seeking the information as your agent;
- another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis, with the information to be used only for that purpose;
- a company involved in supplying you with telephone or telephone directory-related services, provided the information is required for that purpose and disclosure is made on a confidential basis, with the information to be used only for that purpose;
- an agent retained by us in the collection of your account or to perform other administrative functions for us, provided the information is required for and used only for that purpose;
- an agent retained by us to evaluate your creditworthiness, provided the information is required for and is to be used only for that purpose;
- a law enforcement agency whenever we have reasonable grounds to believe that you have knowingly supplied us with false or misleading information or are otherwise involved in unlawful activities; or
- a public authority or agent of a public authority if, in our reasonable judgment, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information.
- express consent to disclosure may be obtained by the following:
  - written consent;
  - oral confirmation verified by an independent third party;
  - electronic confirmation through the use of a toll-free number;
  - electronic confirmation via the Internet;
  - oral consent, where an audio recording of the consent is retained by us; or
  - consent through other methods, as long as an objective documented record of your consent is created by you or by an independent third party.

## **11. Term, Suspension and Termination**



11.1. The terms of the Service Agreement, and any applicable Commitment Period, starts on the Activation Date and shall continue indefinitely until terminated in accordance with the provisions of the Service Agreement or applicable law.

11.2. Unless otherwise permitted by applicable law:

- you may terminate any or all of your services upon advance notice of no less than thirty (30) days by contacting DAGI at the appropriate points of contact specified in Section 19; and
- DAGI may terminate any or all of your services or accounts upon advance notice of no less than thirty (30) days to you at your mailing address or email address.

11.3. Applicable charges continue to apply until the end of the notice period or until the services are no longer accessible by you, whichever is later.

11.4. The transfer of your telephone number to another telecommunications service provider constitutes a termination of the applicable service(s), and an ECF may apply. In the event you terminate services with DAGI, you authorize DAGI to terminate any additional accounts, such as your inbound number, hosted with us.

11.5. In addition to our rights to terminate your services pursuant to Sections 11.2 and 11.4, we may restrict, block, suspend or terminate any or all of your services or accounts (including 9-1-1 service, or identifiers in any way) without notice or liability to you, if:

- you are in breach of the Service Agreement, including non-payment of your charges or noncompliance with any Policies;
- you do not maintain service usage within the prescribed credit limit;
- you exceed reasonable usage limits, as determined by us;
- you have given us false, misleading or outdated information;
- we reasonably suspect or determine that any of your account, identifiers, services or equipment is the subject of fraudulent, unlawful or improper usage or usage that adversely affects our operations or the use of our services, facilities or networks by others;
- you harass, threaten or abuse us or our employees or agents;
- you fraudulently or improperly seek to avoid payment to us;
- we need to install, maintain, inspect, test, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of the services, the equipment or our facilities or networks;
- any account or service on which your services depend is terminated for any reason; or
- we reasonably believe that there is an emergency or extreme circumstance that would warrant such action.

11.6. If we restrict, suspend, block or terminate your services or accounts:

- you must pay any amounts owing;

- we may also suspend, block or terminate, without notice or liability, your services under any other agreement or account that you may have with us or a related DAGI entity (including accounts that may be in good standing);
  - you may be charged for any costs incurred by us or any related DAGI entity in connection with your breach of these Terms, including costs incurred to enforce your compliance;
  - your access to emergency or special needs services (e.g., 9-1-1) may also be restricted, suspended, blocked or terminated; and
  - your rates for services with related DAGI entities may change in accordance with the terms of those services.
- 11.7 Any notice shall be deemed to have been given on the date on which it was sent by the party giving the notice.

## **12. Early Cancellation Fee**

12.1 The Early Cancellation Fee (ECF) is not a penalty, but rather a charge to compensate us for your failure to satisfy the contract term on which your service fees are based. The ECF shall be calculated as twenty (20) percent of the sum of the fee for services provided times the number of service periods remaining on the term specified in the contract.

## **13. Entire Agreement Provision**

13.1. The Service Agreement, which may be amended at any time, constitutes the entire agreement between you and DAGI for the Services and supersedes all prior agreements, written or oral, with respect to the same subject matter. Please note that you cannot change these Terms.

13.2. No sales representative, dealer, agent, officer or employee of DAGI has the authority to change or modify these Terms, except pursuant to an official revised version of these Terms, and you may not rely on any such change or modification.

## **14. General Severability**

14.1. With respect to this agreement, if any portion of the Service Agreement is unenforceable, the remaining provisions continue in full force.

## **15. Governing Law**

15.1. The Service Agreement is governed exclusively by the laws of the province of Ontario and you submit to the jurisdiction of the courts of Ontario.

## **16. Internal Connections**

16.1. You must supply all facilities and equipment (including all wiring inside your premises) and all telephone terminal equipment necessary to connect your facility and equipment up to the point where the local telephone company's facilities end and your facility begin. It is your

responsibility to reconnect your facilities and equipment as necessary after termination of your phone services.

## **17. IMPORTANT 9-1-1 INFORMATION**

**REGISTER or UPDATE your VoIP 9-1-1 Address** by sending an email to: **support@dagi.ca**

We want to make sure that you are aware of important differences in the way 9-1-1 service operates with a VoIP phone when compared with traditional telephone service. Here's what you need to keep in mind:

### **Differences between traditional 9-1-1 service and VoIP phone 9-1-1**

With traditional phone services, your 9-1-1 call is sent directly to the nearest emergency response centre. With VoIP phone service, your 9-1-1 call is forwarded to a third-party service provider that will automatically or manually route your call to the emergency response centre.

### **Provide your location when calling 9-1-1**

Because you can move your VoIP phone between locations and because, for technical reasons, the emergency operator may not have your name, location or contact information available, you must immediately inform the emergency operator of your location and contact particulars any you call 9-1-1. Do not risk sending police or ambulance services to the wrong location.

### **Be prepared during any service interruption**

VoIP phone service depends not only on your continued subscription (and payment) for the service, but also on Internet connectivity and power to function. In the event of power, network, or Internet outages (including congestion), or if your service is disconnected or suspended due to non-payment, you may experience a failure, disruption or delay in your 9-1-1 service. We recommend that you keep an alternative phone service (such as a cellular telephone) handy to increase the reliability of your access to emergency services during any service interruption.

**Do not disconnect the 9-1-1 call** until you are told to do so by an emergency dispatcher. If you are inadvertently disconnected, call back immediately.

### **Keep your service address up to date**

DAGI Parties will attempt to provide the emergency operator with your service address, so please ensure that your information on file with us is always accurate and updated. If you do not do this (for example, if you are unable to speak during a 9-1-1 call), the emergency operator may assume that you are calling from the last registered address.

Please note that it is key that you update your service address using our secure email address:

**support@dagi.ca**

### **Inform other users**

You must notify members of your business and/or household and other potential users of your VoIP phone service of the nature and limitations of 9-1-1 emergency calls. To make this easier, attach **the included stickers** in a visible location on your telephone sets.

## **18. Limitations of liability**

**DAGI's terms of service limit and disclaim liability related to VoIP 9-1-1 service, so please read these carefully.**

### **18.1 DAGI Limitation of Liabilities Regarding VoIP 9-1-1**

This section contains important provisions, including those regarding 9-1-1 service.

#### **DESCRIPTION OF VoIP Services**

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, and you acknowledge and agree that differences exist between traditional telephone service and VoIP telephone services, including the lack of traditional 9-1-1 emergency services.

9-1-1 service: Because of the unique nature of VoIP telephone calls, emergency calls to 9-1-1 through your VoIP service will be handled differently than traditional phone service. The following provisions describe the differences and limitations of 9-1-1 emergency calls, and you hereby acknowledge and understand the differences between traditional 9-1-1 service and VoIP calls with respect to 9-1-1 calls placed to emergency services from your account as described below.

Placing 9-1-1 calls: When you make a 9-1-1 emergency call, the VoIP service will attempt to automatically route your 9-1-1 call through a third-party service provider to the Public Safety Answering Point ("PSAP") corresponding to your address of record on your account. However, due to the limitations of the VoIP telephone services, your 9-1-1 call may be routed to a different location than that which would be used for traditional 9-1-1 dialing. For example, your call may be forwarded to a third-party specialized call centre that handles emergency calls. This call centre is different from the PSAP that would answer a traditional 9-1-1 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.

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 9-1-1 emergency call, you must immediately inform the dispatcher of your location (or the location of the emergency, if different). If you are unable to speak, the dispatcher may not be able to locate you if your location information is not up to date.

Correctness of information: You are responsible for providing, maintaining, and updating correct contact information (including name, residential address and telephone number) with your

account. If you do not correctly identify the actual location where you are located, or if your account information has recently changed or has otherwise not been updated, 9-1-1 calls may be misdirected to an incorrect emergency response site.

Disconnections: You must not disconnect the 9-1-1 emergency call until told to do so by the dispatcher, as the dispatcher may not have your number or contact information. If you are inadvertently disconnected, you must call back immediately.

Connection time: For technical reasons, including network congestion, it is possible that a 9-1-1 emergency call will produce a busy signal or will take longer to connect when compared with traditional 9-1-1 calls.

9-1-1 calls may not function: For technical reasons, the functionality of 9-1-1 VoIP emergency calls may cease or be curtailed in various circumstances, including but not limited to:

18.2 Failure of service or your service access device - if your system access equipment fails or is not configured correctly, or if your VoIP service is not functioning correctly for any reason, including power outages, VoIP service outage, suspension or disconnection of your service due to billing issues, network or Internet congestion, or network or Internet outage in the event of a power, network or Internet outage; you may need to reset or reconfigure the system access equipment before being able to use the VoIP service, including for 9-1-1 emergency calls; and changing locations - if you move your system access equipment to a location other than that described in your account information or otherwise on record with Telephonic.

Alternate services: If you are not comfortable with the limitations of 9-1-1 emergency calls, DAGI recommends that you terminate the VoIP services or consider an alternate means for accessing traditional 9-1-1 emergency services.

Inform other users: You are responsible for notifying, and you agree to notify, any user or potential users of your VoIP services of the nature and limitations of 9-1-1 emergency calls on the VoIP services as described herein.

18.3 If you are unable to speak during a VoIP 9-1-1 call and the call centre operator has access to a call- back number and last registered address associated with your VoIP service, the operator will transfer the call to the emergency response centre closest to that address. In order for emergency services to be dispatched to the correct address in such cases, you must ensure that the registered address that you have provided to us is always the same as the physical address at which the DAGI Analog Terminal Adapter or other devices you use to obtain your VoIP service ("VoIP Device") is located.

18.4. In the event you move the physical location of your VoIP device, you must update your registered address with DAGI to ensure proper dispatching of emergency services in the event you activate the VoIP 9-1-1 system. Customer address registrations and updates need to be recorded by emailing **support@dagi.ca**

18.5. DAGI VoIP 9-1-1 calling may not function in the event of a power or broadband outage or if your broadband service is suspended or disconnected. Following a power failure or

disruption, you may need to reset or reconfigure your VoIP device prior to utilizing your phone service, including VoIP 9-1-1 calling.

18.6 You must successfully register your location of use for each changed, newly added or newly ported number with us in order for VoIP 9-1-1 calling to function as intended. Temporary customer address registrations and updates may be recorded by emailing [support@dagi.ca](mailto:support@dagi.ca)

18.7. Improper installation or configuration of your VoIP device or other equipment used in conjunction with your VoIP phone service will prevent your 9- 1-1 calling from functioning as intended.

18.8. Immediately following installation of your VoIP phone service, following every power outage, or if you have reason to suspect that someone has tampered with the VoIP device or related equipment, you should make a test call to another telephone number (NOT 9-1-1) using your VoIP phone service to ensure that it is functioning correctly or by dialing '1-555-555-0911. If the service is not working correctly at any time, please contact DAGI technical support at 1-888-704-5055 from another telephone for assistance, or submit a service ticket by **emailing [support@dagi.ca](mailto:support@dagi.ca)**

18.9. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 9-1-1 call made utilizing the DAGI VoIP phone service as compared to traditional 9-1-1 calls dialed over traditional public telephone networks.

18.10. You are required to inform any household residents, guests and other persons who may be present at the physical location where you utilize the DAGI VoIP phone service, of the important differences and limitations of VoIP 9-1-1 calling as compared with E-9-1-1 service, as set out above.

18.11. DAGI does not offer Operator Service; therefore emergency services cannot be accessed through an operator by dialling "0".

18.12. DAGI does not have any control over whether, or the manner in which, calls using our VoIP 9-1-1 calling service are answered or addressed by any local emergency response centres. We renounce all responsibility for the conduct of local emergency response centres and the national emergency-calling centre. We rely on third parties to assist us in routing VoIP 9-1-1 calls to local emergency response centres and to a national emergency-calling centre. We deny any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result.

18.13. You acknowledge that you have read understood and agree that, to the maximum extent allowable by law, DAGI will not be liable for any injury, death or damage to persons or property, arising directly or indirectly out of, or relating in any way to VoIP 9-1-1 calling from your VoIP phone service. You further agree to indemnify and hold harmless DAGI for any liabilities, claims, damages, losses and expenses, (including reasonable legal fees and expenses) which you or anyone accessing or attempting to access 9-1-1 calling from your VoIP phone service may suffer or incur, arising directly or indirectly out of or relating to your or any other persons failure to obtain access to 9-1-1 emergency services.

18.14. By subscribing to DAGI VoIP phone services and activating it, you acknowledge and agree to all of the limitations of the 9-1-1 calling provided through the VoIP phone service. You further acknowledge that you will take all of the corresponding measures described to ensure best possible access to VoIP 9-1-1 service, and that you accept the limitations of liability applicable to 9-1-1 calling provided through our VoIP phone service.

18.15. In the event you do not agree with any of the terms and conditions related to VoIP Service, including the limitations and requirements associated with 9-1-1 calling provided over our VoIP phone service, or with any of the DAGI Terms of Service, do not subscribe to, activate, or otherwise use, the DAGI VoIP phone service, do not install the VoIP device or any other equipment provided in connection with the VoIP Service and call us immediately at 1-888- 704-5055 to cancel your DAGI VoIP phone service, if any such service has been ordered or activated.

18.16. In addition to the limitations set out above, the following limitations apply to the provision of VoIP 9-1-1 emergency services on the DAGI VoIP phone service:

In order for VoIP 9-1-1 service to function properly, you must use the VoIP device which forms part of the equipment we have provided you and other equipment at your service address. We will not be liable to you or to any third party for your failure to comply with this requirement.

In the event you relocate, you must notify DAGI of the change of address four (4) days prior to the relocation in order to ensure DAGI can update your VoIP 9-1-1 service address.

18.17. The phone services and subsequently the VoIP 9-1-1 service may not function correctly, or at all, in the following circumstances:

- if your VoIP device or other equipment fails or is not configured correctly;
- in the event of an internet network outage;
- in the event of a power failure;
- in the event of a network outage of the DAGI networking infrastructure;
- in the event of a network outage from us to our VoIP 9-1-1 service provider;
- in any event or situation where you are unable to make regular phone calls on the system;
- if you tamper with or move your adaptor or other equipment to a location other than your service address; and
- following suspension or termination of your Service Agreement.

18.18. You understand we cannot guarantee the service quality or availability of VoIP 9-1-1 services and would recommend in the event of an emergency you contact the 9-1-1 service using alternate means, such as a cellular telephone.

18.19. You understand there is no 9-1-1 service on any outbound only DAGI services as you are not provided any type of identifying number.

## **19. How to Contact Us**

**Call 1-888-704-5055**

**OR**

**Dial \*611** from your DAGI VOIP Phone

OR

Email us at **support@dagi.ca**