



# CLOUDBLU™ 911 EMERGENCY SERVICE POLICY

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## 1. Dialing 911

Please review the following information carefully, which summarizes important differences between traditional 911 dialing and 911 dialing from CloudBlu™'s Voice over Internet Protocol ("VoIP") telephone service. All CloudBlu™ customers must acknowledge that they have read and understand this 911 emergency services disclosure before using the CloudBlu™ telephone service.

## 2. Limitations on Emergency Calling

Dialing 911 on your CloudBlu™ telephone service ("911 Dialing") is different from traditional 911 service in some important ways. The FCC requires CloudBlu™ to advise you of the circumstances under which 911 emergency services may not be available or may be limited in some way, when compared to traditional 911 service, as well as the nature of such limitations.

## 3. You Must Notify All Telephone Users that Dialing 911 on Your CloudBlu™ Device is Different from Traditional 911 Service

You must inform all household residents, guests employees, clients, and other persons that may be present at the physical location where you utilize any CloudBlu™ equipment (the "Equipment") or CloudBlu™ services (the "Services") of the important distinctions and limitations of 911 Dialing as compared with traditional 911 Dialing.

## 4. Service Disruptions May Delay or Disrupt 911 Calls

911 Dialing may not function in the event of a power failure or disruption. If there is an interruption in the power supply, your CloudBlu™ Equipment and 911 Dialing may not function until power is restored. Following a power failure or disruption, or if you move the Equipment, you may need to reset or reconfigure the Equipment prior to utilizing 911 Dialing.

Service outages due to Internet outage, carrier data circuits, or Internet Service Provider ("ISP") Service may prevent all CloudBlu™ Services, including 911 Dialing, from functioning.

Outage due to disconnection of your CloudBlu™ account will prevent the Equipment, including 911 Dialing, from functioning.

Outages due to routing changes, firewalls, blocking of ports, or other acts may block the ports over which your telephone connection is made or otherwise impede the usage of your CloudBlu™ Equipment. During the period your Equipment including 911 Dialing, may not function. You acknowledge that CloudBlu™ is not responsible for any impediment to your use of the CloudBlu™ Equipment or the CloudBlu™ Services, including 911 Dialing, which is caused by the actions by you, the customer, or a third party that change how your telephone connection is made.

Outages to the CloudBlu™ Service may be caused by reasons other than those listed here, and may prevent 911 Dialing from properly functioning.

## 5. Network Congestion and Prioritization

CloudBlu™ prioritizes voice packets over dedicated circuits. If the prioritization has been changed or calls are routing over the Internet (VPN), CloudBlu™ cannot guarantee the call connection or quality which may affect the functionality of 911 Dialing.

## 6. Changes to Your Address or Using a “Non-Native” Number May Delay or Disrupt 911 Calls

When using traditional telephone service, you dial 911 and your call is automatically routed to the appropriate local emergency responder for your geographical area, or Public Safety Answering Point (“PSAP”), because the phone company knows where you are (this is called “Basic 911”). If you move to a different area and set up a new account for your phone service, your calls to 911 will still be routed to the appropriate PSAP since the phone company will know that you have moved. Some locations have access to “Enhanced 911”, which is also called “E911”. If your location has access to E911, when you call 911 from your traditional telephone service your address and phone number are automatically provided to the PSAP, which means that the emergency operator has the information he or she needs to send you help and call you back, if necessary.

With the CloudBlu™ telephone service, you have the option to select a phone number that does not correspond to your geographical area (for example, your CloudBlu™ area code may signify Cincinnati, Ohio but you and your CloudBlu™ device may live in San Francisco). Your CloudBlu™ device will also work anywhere you take it, so long as you have a connection back to CloudBlu™. If you move your phone from one physical address to another physical address you must inform CloudBlu™ of that new physical address and the phone that has moved. You must update the physical address if you move no matter what CloudBlu™ telephone number or device you use.

If you do not provide your correct physical location to CloudBlu™ when you set up your account, or if you do not update that information with CloudBlu™ when you move your CloudBlu™ device, your 911 calls may be routed to a PSAP in the wrong location, and/or the wrong address and phone number may be provided to the PSAP, resulting in potentially lengthy delays in the arrival time of the emergency responders.

When you first provide CloudBlu™ with your registered location, and when you update it, there may be a delay in that information becoming available to properly route your calls to the correct PSAP and to provide the PSAP with your correct location.

## 7. Certain Customers May Not Have Access to Basic 911 Service or E911 Service

In certain locations or situations, CloudBlu™ customers may not have access to Basic 911 service or E911 service. In those locations and situations 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 will contact the local emergency center for such customer in order to send help.

For purposes of 911 Dialing, you may only register one location at a time for each piece of Equipment. Should you choose to use the CloudBlu™ system overseas you will not have access to emergency calling. CloudBlu™ reserves the right to charge you for penalties that we incur when 911 response personnel are sent to the wrong address because you have not updated your physical location. You authorize us to disclose your name and address to third parties involved with providing 911 emergency services to you, including but not limited to, call routers, call centers and local emergency centers.

## 8. Landline 911 Emergency Calling

If you have a landline connected to your CloudBlu™ Equipment and you dial 911, the call will be directed through your local telephone service line and handled by your local telephone service company, not by CloudBlu™.

## 9. Disclaimer of Liability and Indemnification

We do not have any control over whether, or the manner in which, calls using our 911 Dialing service 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 Calling Center. Neither CloudBlu™ 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 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless CloudBlu™, its officers, directors, employees, affiliates, agents, and assigns, and any other service provider who furnishes services to you in connection with the CloudBlu™ Equipment or the CloudBlu™ Services, 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 Equipment, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Equipment to be able to use 911 Dialing or access emergency service personnel.

## 10. Alternative 911 Services

If you are not comfortable with the limitations of the 911 Dialing service, you should consider continuing to have a basic landline connected to your Equipment.

## 11. Policy Statement Requirements

### 11.1. Applicable Laws:

All matters relating to termination, suspension, and data access shall be governed by U.S. Federal Law or the laws of the State of Delaware. Any legal action or proceeding relating to your termination, suspension, or accessing your data shall be instituted in a state or federal court in the District of Delaware, Delaware. You and Cameo / CloudBlu™ agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

## 12. Revision History

Revision #	Date of Change	Responsible	Summary of Change
1	February 15 2015	MH	Policy created
2	February 5, 2016	DH	Format update, Trademark logos added

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