

E911 service limitations and additional terms and conditions

The Federal Communications Commission (FCC) requires that TransWorld Network, LLC ("TWN"), provide E911 service to TWN's Digital Phone Service end users within the United States. All sections apply to all end users who use TWN's Digital Phone Service within the United States.

1.1. 911 acknowledgement and warning labels. End user acknowledges that TWN equipment and services do not support 911 emergency dialing or other emergency functions in the same way that traditional wireline 911 services work. The differences are detailed in this document and end user agrees to notify any potential user of the services, who may place calls using end user's services, of the 911 limitations described herein. TWN will provide end user with warning labels regarding the limitations or unavailability of 911 emergency dialing. End user agrees to place a label on and/or near each telephone or other customer premise equipment on which the services may be utilized. If additional labels are required, end user may request them from TWN. TWN will provide end user with advisory notices regarding 911 emergency dialing and request acknowledgments from end user. End user also agrees to respond and affirmatively acknowledge that TWN has advised end user of the circumstances under which TWN E911 service may not be available or may be limited in comparison to traditional 911 emergency dialing. TWN advises end user to maintain an alternative means of accessing traditional 911 services.

1.2. Electrical power. End user acknowledges that the services will not function in the absence of electrical power.

1.3. Internet access. End user acknowledges that the services will not function if there is an interruption of end user's broadband or high-speed internet access service.

1.4. Non-voice systems. End user acknowledges that the services are not set up to function with out-dialing systems including security systems, medical monitoring equipment, TTY equipment, and entertainment or satellite television systems. End user has no claim against TWN or its under-carriers for interruption or disruption of such systems by the services.

1.5. TWN E911 service is a mandatory component of all inbound/outbound voice service plans. E911 service is not offered on virtual numbers, toll-free numbers or similar service accessories or add-on plans. E911 service is only available in selected areas. End users who subscribe to TWN E911 service will be required to register the physical location of their equipment (DTA or videophone) with TWN by calling customer service, and agree to update the location whenever the physical location of service changes. End user acknowledges that TWN's only mechanism for routing 911 calls to the correct emergency call taker is the physical location currently registered for the account. End user acknowledges and understands that any enhanced location information passed to an emergency operator by TWN will be based upon the physical location provided to TWN by end user. In the event that the physical location has not been updated or is not complete, TWN may attempt to route a 911 call based upon the bill-to or ship-to addresses associated with the end user's account or initial order.

1.6. End users who are required to subscribe to TWN E911 service will be subject to a one-time provisioning fee. The provisioning fee shall be in addition to the applicable residential or business plan charges for the associated line. TWN reserves the right to adjust the level of charges associated with the provision of E911 services to reflect increases or decreases in the costs it incurs.

1.7. End user also acknowledges that TWN E911 service has certain characteristics that distinguish it from traditional, legacy, circuit-switched 911 service. These characteristics may make TWN E911 services unsuitable for some end users. Because end user circumstances vary widely, end users should carefully evaluate their own circumstances when deciding whether to rely solely upon TWN E911 service. End user acknowledges that it is end user's responsibility to determine the technology or combination of technologies best suited to meet end user's emergency calling needs, and to make the necessary provisions for access to emergency calling services (such as maintaining a conventional landline phone or wireless/cellular phone as a backup means of completing emergency calls). The following characteristics distinguish TWN E911 service from traditional, legacy, circuit-switched 911 service:

** TWN's E911 service will not function if end user's data, phone or videophone fails or is not configured correctly or if end user's TWN service is not functioning for any reason, including, but not limited to, electrical power outage, broadband service outage, or suspension or disconnection of service because of billing or other issues. If there is a power outage, end user may be required to reset or reconfigure the equipment before being able to use the TWN service, including for E911 purposes.

** after initial activation of the E911 service, and following any change of and update to end user's physical location, there may be some delay before the automatic number and location information is passed to the local emergency service operator. This information is typically populated into our nomadic E911 databases prior to service activation, but no guarantee can be made that the automatic number and location information will be activated within this schedule.

** the local emergency service operator receiving TWN E911 emergency service calls may not have a system configured for E911 services or be able to capture and/or retain automatic number or location information. This means that the operator may not know the phone number or physical location of the person who is making the TWN E911 call. Due to technical factors in network design, and in the event of network congestion on the TWN network, there is a possibility that a TWN 911 call will produce a busy signal or will experience unexpected answering wait times and/or take longer to answer than 911 calls placed via traditional, legacy, circuit-switched telephone networks.

** if end user does not correctly identify the actual location where the TWN equipment will be located at the time of activation of the service, TWN E911 communications may not be directed to the correct local emergency operator.

1.8. End user acknowledges and understands that TWN will not be liable for any service outage and/or inability to dial 911 or any other emergency telephone number using TWN or to access an emergency service operator due to the 911 dialing characteristics and limitations set forth in this agreement. End user agrees to defend, indemnify, and hold harmless TWN, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to end user in connection with the services, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, end user or any third party or user of the service relating to the failure or outage of the service, including those related to 911 dialing.

CUSTOMER UNDERSTANDS AND AGREES THAT IN ADDITION TO THE ABOVE, THEY ARE ALSO BOUND BY TWN'S DIGITAL PHONE SERVICE TERMS AND CONDITIONS OF SERVICE.