



Enhance 911 Services Disclosure/Notice

Important Information Related to Emergency Service 911 For Users of Pioneer's Cloud Voice PBX Services (Voice Over Internet Protocol or VoIP)

THIS AGREEMENT IS A MATERIAL PART OF ANY AGREEMENT OR UNDERSTANDING BETWEEN PIONEER TELEPHONE COOPERATIVE D/B/A PIONEER CONNECT ("PIONEER") AND YOU AS THE CUSTOMER ("CUSTOMER") FOR THE PROVISION OF INTERCONNECTED VOICE OVER INTERNET PROTOCOL ("VOIP") SERVICES. IN UTILIZING SUCH SERVICES, CUSTOMER AGREES THAT IT FULLY UNDERSTANDS AND AGREES WITH THE LIMITATIONS AND DISCLAIMERS EXPLAINED BELOW.

When you dial 911 with traditional wireline services, your telephone number and service address are automatically sent to the local emergency answering center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. As a provider of interconnected VoIP Service, Pioneer is obligated pursuant to Federal Communications Commission ("FCC") rules to advise every subscriber, prominently and in plain language, about the circumstances under which E911 services may not be available through the interconnected VoIP Services or may be in some way limited by comparison to dialing 911 with traditional wireline services. In addition to making these disclosures, Pioneer is required to obtain and retain your acknowledgment that you have received and understood these disclosures, as a condition of providing the interconnected VoIP Services. You will receive separately a disclosure notice, which must be acknowledged and received by Pioneer prior to initiating your interconnected VoIP Services.

VOIP 911 CALLING

The provided 911 service utilizing Pioneer interconnected VoIP Services (the "VoIP Services") is different from traditional wireline 911 services. Carefully read this Notice explaining how 911 dialing using VoIP Services differs from traditional wireline 911 services. If you have any questions or concerns about the information included here for 911 dialing with VoIP Services, or if you do not understand anything discussed here about 911 dialing with VoIP Services, please contact our technical team at 866-929-1212.

Calling 911 with VoIP Services is different from calling 911 with traditional wireline telephone service. You may not be able to contact emergency services by dialing 911 using VoIP Services for a number of reasons. You must inform users of the VoIP Service that they may not be able to



contact emergency services by dialing 911 using the VoIP Services. Pioneer recommends that you always have an alternative means of accessing 911 emergency services. Some of the circumstances in which you may not be able to reach emergency services by dialing 911 using VoIP Services include but are not limited to, the Registration Location, Failure to Register, Update, or Correct a Service Location, Relocating Outside Pioneer's Service Area, and Service Interruption including Disconnection for Non-Pay.

1. REGISTERED LOCATION

All customers are required to register the physical service location with Pioneer and this will be done at the time of service installation. (Please note: post office boxes, mail drops or similar addresses are not allowed.)

Customers must ensure the physical address is correct and update it immediately whenever the location of services changes. Any location information passed to emergency personnel by Pioneer will be based upon the physical location information provided by the customer.

Also, please note that any caller using the service from any location outside the United States and Canada will be unable to use or access Eg11 Service or place any Eg11 emergency calls.

2. FAILURE TO REGISTER, UPDATE, OR CORRECT ADDRESS OF SERVICE LOCATION

In the event you move your VoIP device from the original registered location, including but not limited to locations inside/outside Pioneer's service area, you must immediately provide Pioneer with the updated service address. If you do not, 911 calls made on your VoIP Services may be directed to the wrong emergency services authority and those 911 calls may transmit the wrong address resulting in emergency service personnel unable to assist you, or the 911 calls may fail altogether. If you notice that the service address information identified in your contract or bill is inaccurate, immediately call our Technical Team at 866-929-1212. If you plan to move the location of your Cloud Voice system, please call our Customer Experience Team at 888-929-1014 first to verify that Pioneer provides VoIP Service to that location and to register the new location if Pioneer does provide service there. To register a new location for a device already in place, a service order fee may apply.



3. **RELOCATING A VOIP DEVICE/EQUIPMENT OUTSIDE PIONEER'S SERVICE AREA**

If you move your Cloud Voice Services, including individual devices to a location outside the geographic area where Pioneer offers VoIP Services, you will not be able to make any calls, including 911 calls to emergency services. Please call our Customer Experience Team at 888-929-1014 before moving any equipment to a new location to verify that Pioneer offers VoIP Services at that location, including access to emergency services when calling 911. To register a new location for a device already in place, a service order fee may apply.

4. **SERVICE INTERRUPTION**

Pioneer Connect's VoIP Services are provided to you over a broadband (Internet Protocol or "IP") network. If there is a broadband network outage, your VoIP Services will not function, and you will not be able to make 911 calls with this service. Network congestion or problems with the Internet infrastructure may cause 911 calls made using VoIP Services to take longer to complete than 911 calls made using traditional telephone service, or they may be dropped, in which case you will not be connected to emergency services at all.

Pioneer recommends having an alternative phone service (like a cell phone) handy to increase the reliability of your access to emergency service in case of disruption of VoIP Services.

5. **DISRUPTION OF BROADBAND CONNECTION DUE TO SUSPENSION OF SERVICES FOR NON-PAYMENT OR OTHER BREACHES**

In the event of a disruption of your broadband connection or suspension of your VoIP Services for non-payment or other breaches by you, you will not have access to 911 calling for emergency services. Once your broadband connection and/or VoIP Services have been restored, you may be required to reset or reconfigure your equipment before you will be able to use the VoIP Services to contact emergency services.



INFORMATION TO OTHER USERS

You must notify your employees and other potential users of your VoIP Service of the nature and limitations of 911 VoIP emergency calls.

In accordance with applicable laws and regulations, you must provide sufficient information to your employees and potential users sufficiently of the differences of 911 VoIP emergency services. You must place 911 VoIP Service warning stickers in a visible location on your VoIP telephone device or other device using VoIP Services. To print the 911 VoIP Service warning stickers, print the PDF document provided by Pioneer which may be found here:

LINK

USER TIPS: IMPORTANT 911 INFORMATION

Do not hang up or end your 911 VoIP call before the emergency call center dispatcher allows it. If you are inadvertently disconnected, call back immediately.

If an emergency arises:

- a) Dial 911 to contact an emergency call center operator;
- b) Be prepared to give your address (of the location of the emergency), a callback number and the nature of the emergency.
- c) Do not hang up unless the operator or the call center asks you to.
- d) If you lose communication, immediately redial 911. Also, the operator will try to call you at your callback number.
- e) Ensure that your VoIP Service and your Internet service are configured and initialized correctly.
- f) Affix the stickers provided in your starter kit prominently on your phone devices using VoIP Services or in a conspicuous place by all users or potential users.
- g) Inform all users or potential users of 911 VoIP limitations and advice mentioned above.

LIMITATION OF LIABILITY AND INDEMNITY

As the terms of Pioneer VoIP Service limit corporate liability and disclaim any responsibility for the 911 VoIP, please read the following.



NO WARRANTY. SUBJECT OF THESE PROVISIONS, AND THE SERVICE CONTRACT BETWEEN YOU AND PIONEER BY WHICH YOU SUBSCRIBE VOIP SERVICE, PIONEER OFFERS NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION QUALITY WARRANTY.

LIMITATION OF LIABILITY. PIONEER, ITS SUBSIDIARIES OR ITS AFFILIATES AND THEIR RESPECTIVE ADMINISTRATORS, DIRECTORS, EMPLOYEES, AUTHORIZED REPRESENTATIVE OR AGENTS CAN NOT BE HELD LIABLE OF:

- a) ANY CLAIM, DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION, LOST PROFITS); OR
- b) ANY DAMAGES RESULTING FROM INTERRUPT VOIP SERVICE OR LOSS OF DATA.

IN THIS REGARD, BY SUBSCRIBING VOIP SERVICES, YOU WAIVE ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATED WITH ANY INTERRUPTION OF THE SERVICE VOIP OR INABILITY TO MAKE A 911 VOIP CALL OR ACCESS EMERGENCY SERVICE PERSONAL, EXCEPT IN THE EVENT THAT THE ACT OR OMISSION FORMING THE CLAIM CAUSE, DAMAGE OR LOSS CONSTITUTES PIONEER SERIOUS NEGLIGENCE, CARELESSNESS OR INTENTIONAL MISCHIEF. COMPENSATION. YOU AGREE TO DEFEND, INDEMNIFY AND NOT HOLD RESPONSIBLE PIONEER, ITS SUBSIDIARIES OR ITS AFFILIATES AND THEIR RESPECTIVE ADMINISTRATORS, DIRECTORS, EMPLOYEES, AUTHORIZED REPRESENTATIVES OR RESPECTIVE AGENTS, AND ITS ASSIGNEES OR OTHER SUPPLIERS WHO OFFER CUSTOMER SERVICES OR WHO ARE OFFERING SERVICES TO PIONEER RELATED TO THE VOID SERVICE, AGAINST ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, EXPENSES, LEGAL FEES, ETC., TO YOU OR ON THE BEHALF OF ANY THIRD PARTY, OR USER OF YOUR VOIP SERVICES RELATED TO THE ABSENCE, FAILURE OR INTERRUPTION OF VOIP SERVICE, INCLUDING 911 VOIP OR INABILITY OR ANY THIRD PARTY OR ANY USER OF THE SERVICE VOIP, BE ABLE TO CALL 911 OR ACCESS EMERGENCY PERSONNEL, AND THE WRONG TRANSIT OF A 911 VOID CALL.

ACCEPTANCE

Despite the limitations discussed above, having read and understood these restrictions as well as the limits of Pioneer's liability, you hereby acknowledge and agree, without limitation, to the VoIP Service and the 911 VoIP Service as they are currently offered.



OTHER PROVISIONS

- a) **Modifications.** Pioneer may, at any time and in its sole discretion, modify this notice. In such case, Pioneer will update this notice on its website, and this modification will be effective on the display date of the modified Policy. Pioneer assumes no responsibility towards you for the non-compliance of this notice.
- b) **MASTER SERVICE AGREEMENT.** This notice is subject to a Master Service Agreement ("MSA") to which this notice is an exhibit. In the event of any inconsistency between the language of the MSA and the language of this notice, the language of the MSA shall control.