

SCHEDULE 3
TERMS OF SERVICE NOTIFICATIONS

**THIS DOCUMENT CONTAINS IMPORTANT PROVISIONS,
INCLUDING THOSE REGARDING 911 ACCESS. PLEASE READ CAREFULLY.**

1. **Description.** The Hay Hosted PBX system (“VoIP Service”) allows you to make or receive telephone calls over the Internet to or from the public switched telephone network (“VoIP Calls”). The nature of VoIP Calls, while appearing similar to traditional telephone calling services, creates unique limitations and circumstances, and you acknowledge and agree that differences exist between traditional telephone service and the VoIP Services, including the lack of traditional 911 services and privacy.
2. **911 Service.** Because of the unique nature of VoIP Calls, emergency calls to 911 through the VoIP Service (each a “911 Call”) will be handled differently than traditional phone service. The following provisions describe the differences and limitations of 911 Calls, and you hereby acknowledge and understand the differences between traditional 911 service and VoIP Calls to 911 as described below:
 - i. **Placing 911 Calls.** When you make a 911 Call, the VoIP Service will attempt to automatically route your 911 Call through a third party service provider to the Public Safety Answering Point (“PSAP”) corresponding to the address on record with your Account. However, due to the limitations of the VoIP System, your 911 Call may be routed to a different location than that which would be used for traditional 911 dialling. 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 911 call, and you may be required to provide your name, address, and telephone number to the call centre.
 - ii. **How Your Information is Provided.** The VoIP Service will attempt to automatically provide the PSAP dispatcher or emergency service operator (each a “Dispatcher”) with the name, address and telephone number associated with your Account. However, for technical reasons, the Dispatcher may not be able to capture or retain your name, phone number or physical location. Therefore, when making a 911 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.
 - iii. **Correctness of Information.** You are responsible for providing, maintaining and updating correct contact information (including name address and telephone number) with your Account. If you do not correctly identify the actual location where your service access device is located, or if your Account information has recently changed, 911 Calls may be misdirected to an incorrect Dispatcher.
 - iv. **Disconnections.** You must not disconnect the 911 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.
 - v. **Connection Time.** For technical reasons, including network congestion, it is possible that a 911 Call will produce a busy signal or will take longer to connect when compared with traditional calls.
 - vi. **911 Calls May Not Function.** For technical reasons, the functionality of 911 Calls may cease or be curtailed in various circumstances, including:
 1. **Failure of Service or Service Access Device**—if your service access device fails or is not configured correctly or if your VoIP Service is not functioning for any reason, including in the event of power outage, 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 Service Access Device before being able to use the VoIP Service, including for 911 Calls;
 2. **Changing Location of Service Access Device**—if you move your service access device to a location other than that described in your Account information or otherwise on record with Hay Communications; and
 3. **Use outside of Canada or the United States**—if you move your System Access Device to a location other than the United States or Canada, excluding Alaska, Hawaii, the Northwest Territories, Yukon and Nunavut.
 - vii. **Alternate Services.** If you are not comfortable with the limitations of 911 Calls, Hay Communications recommends that you terminate the Services or consider an alternate means for accessing traditional 911 services.
 - viii. **Inform Other Users.** You are responsible for notifying, and you agree to notify, any user of your VoIP Services of the nature and limitations of 911 Calls on the VoIP Services as described herein.
 - ix. **No Liability and Indemnity.** You acknowledge and agree that Hay Communications will not be liable for any service outage or inability to place 911 Calls using your VoIP Service or to access emergency service personnel due to the limitations of 911 service described herein.