



# FIREFLY FIBER BROADBAND<sup>SM</sup> WAIVER

## 911 DISCLAIMER

**PLEASE READ THIS INFORMATION REGARDING 911 VERY CAREFULLY. BY ACTIVATING AND PAYING FOR THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE LIMITATIONS OF FIREFLY FIBER BROADBAND 911 EMERGENCY DIALING SERVICE, AND UNDERSTAND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911 or E911 CALLS.**

- **911 SERVICE DOES NOT WORK IF YOU FAIL TO REGISTER OR UPDATE THE 911 SERVICE WITH YOUR CURRENT LOCATION**
- **911 SERVICE WILL NOT WORK IF THERE IS AN ELECTRICAL OR INTERNET SERVICE OUTAGE DUE TO ANY CAUSE**
- **911 SERVICE WILL NOT WORK IF YOUR SERVICE HAS BEEN CANCELLED BY YOU OR TERMINATED BY FIREFLY FIBER BROADBAND**
- **YOU INDEMNIFY FIREFLY FIBER BROADBAND FOR ANY FAILURE IN THE 911 SERVICE**

Most of Firefly Fiber Broadband (“Firefly”) customers in the U.S., including Alaska and Hawaii, have access to basic 911 or Enhanced 911 (E911) service. Enhanced 911 (E911) service is available for all U.S. customers who register a valid E911 service address.

With E911 service, when you dial 911, your telephone number and registered address is simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. If you live in locations where the emergency center is not equipped to receive your telephone number and address, you have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number and location, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak.

As additional local emergency centers become capable of receiving our customers' telephone number and address information, customers will need to register a valid E911 service address to upgrade the service to E911. Firefly will not inform you that new local emergency centers have been added. If your address is not covered by E911 service, Firefly advises you to attempt to register your address periodically to determine if a new local emergency center has been added to your area.

Certain customers do not have access to either basic 911 or E911 because there are no local emergency centers in their area or they did not register for an E911 service address. If you do not have access to basic 911 or E911, your 911 call will be sent to the national emergency call center. A trained agent at the emergency call center will ask for the name, telephone number and location of the customer calling 911, and then contact the local emergency center for such customer in order to send help.

Emergency personnel do not receive your phone number or physical location when your 911 call is routed to a national emergency call center. Therefore, you must be prepared to give the operator your phone number and location and any other information that the operator might request. You authorize the national emergency call center to disclose your name and address to the third party or parties involved with providing emergency services to you, including, without limitation, call routers, call centers and local emergency centers.



### **Notify All Users**

Customer's are responsible for informing any household residents, guests and other third persons who may be present at the physical location where you utilize the 911 SERVICE of the important differences in and limitations of 911 SERVICE as compared with traditional 911 land line or cell phone service.

### **Registration of Physical Location Required**

For each primary phone number that you use for the Service, you must register with Firefly the physical location where you will be using the Service with that phone number. When you move the Device to another location, you must register your new location. If you do not register your new location, any 911 calls you make using the 911 SERVICE may be sent to an emergency center near your old address. You must register your initial location of use when you subscribe to the Service.

Thereafter, you may register a new location by following the instructions from the "911" registration link in your Firefly Account Portal. For purposes of the 911 SERVICE, you may only register one location at a time for each primary phone line you use with the Service.

### **Re-Registration Required if You Change Your Number or Add or Port New Numbers**

911 SERVICE does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number and receive confirmation from Firefly.

### **Confirmation of Activation Required**

Your 911 SERVICE will not be activated for any phone line that you are using with the Service, unless and until you receive an email from Firefly confirming that the 911 SERVICE has been activated for that primary phone number. The activation may take up to three days to complete.

### **Service Outages**

You acknowledge and understand that the Service and 911 Service does not function in the event of power failure. Should there be an interruption in the power supply, the Service and 911 Service will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure the Device and other CPE equipment prior to using the Service and 911. You also acknowledge and understand that the Service and 911 Service requires a fully functional broadband connection to the Internet (which is not provided by Firefly) and that, accordingly, in the event of an outage of, or termination of broadband service with or by your Internet service provider ("ISP") and/or broadband provider, the Service and 911 Service will not function. If there is an interruption in the power supply and/or an ISP/broadband outage, the Service and 911 Service will not function until the power supply is restored and/or the ISP/broadband outage fixed.

You acknowledge that Firefly is not responsible for any service outage related to the loss of electrical power, connectivity, suspension or termination by your broadband or Internet service provider, the blocking of ports by your broadband or Internet service provider, suspension or termination of your Firefly Services/Account or any failures resulting from local or national disasters.

### **Disclaimer of Liability and Indemnification.**

You acknowledge and understand that Firefly will not be liable for any Service outage and/or inability to dial 911 using the Firefly Service or to access emergency service personnel due to the characteristics and limitation of the Firefly Service as set forth in this document. You agree to defend, indemnify, and hold harmless Firefly, its officers, directors, employees, affiliates, and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, you or any third party user of the Service relating to the failure or outage of the Service, including those related to the 911 SERVICE.



In addition, Firefly does not have any control over whether, or the manner in which, calls using the 911 SERVICE are answered or addressed by any local emergency response center. Firefly disclaims all responsibility for the conduct of local emergency response centers and the national emergency calling center. Firefly relies on third parties to assist us in routing 911 SERVICE calls to local emergency response centers and to a national emergency calling center. Firefly disclaims any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither Firefly nor its officers, directors, employees, affiliates, and agents and any other service provider who furnishes services to you in connection with the Service 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 the 911 SERVICE unless such claims or causes of action arose from Firefly gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless Firefly, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, 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 Service, including 911 SERVICE, incorrectly routed 911 SERVICE calls, and/or the inability of any user of the Service to be able to use 911 SERVICE or access emergency service personnel.

Furthermore, you acknowledge that Firefly does not offer Lifeline service, and that if you are not comfortable with the limitations of the 911 SERVICE, Firefly strongly recommends that you always have an alternative means of accessing emergency service.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_