This document provides very important information about emergency 911 calls using the Cloud PBX service of Sherweb Inc., and the steps you, the recipient and payor of the Cloud PBX service should take to ensure your safety, and the safety of your employees and visitors.

This Service Schedule (the “Schedule”), between Sherweb Inc. ("Provider") and You, the organization purchasing the Cloud PBX Service, as identified as part of the subscription process for the Service ("You" or “Your”), is effective immediately and is issued pursuant to and incorporates by reference the terms and conditions of the Master Service Agreement or Partner Master Service Agreement, as applicable (“MSA”) by and between Provider and You.

This Schedule includes the terms and conditions governing the 911 Service provided to You under the Agreement. By accepting this Schedule between You and Provider - by checking the "I have read and accept the Terms and Conditions" box or any similar box when completing the Account creation, by logging in on Provider administrative web Portal, or by placing an order for the Cloud PBX Service, You agree to be bound by all of the terms and conditions set out in this Schedule. All capitalized terms in this Schedule shall have the same meaning as set forth in the MSA, unless defined herein. In the event of a conflict or inconsistency between the terms of the MSA and the terms of this Schedule, this Schedule shall supersede and govern.

1. Definitions. For the purposes of this Schedule, the following definitions apply:

“911 Service” means the functionality of the Service that allows End-Users to contact emergency services.

“Cloud PBX Service Schedule” means the specific terms and conditions applicable to the Cloud PBX Service. The Cloud PBX Service Schedule is expressly incorporated herein by reference and may be amended from time-to-time by Provider. Current copy of the Cloud PBX Service Schedule is located here.

“User” means any of Your End-Users, invitees, guests, visitors, and every other person who may make calls using the Cloud PBX Service.

2. Description. The Cloud PBX Service allows You to make or receive telephone calls over the Internet to or from the public switched telephone network. The nature of VoIP telephone calls, while appearing similar to traditional telephone calling services, create unique limitations and circumstances, and You acknowledge and agree that differences exist between traditional telephone service and VoIP telephone services, including the lack of traditional 911 emergency services. The 911 emergency service over VoIP provided by Provider (“911 Service”) may differ from the emergency calling services provided by a traditional telephone company. These differences may have an adverse impact upon the ability or timeliness of the response of 911 Service to You or others in the event of an emergency. The following provisions describe the differences and limitations of the 911 Service, and You hereby acknowledge and understand the differences between the traditional 911 service and the 911 Service as described below.

3. Service Address. For the purposes of 911, and to ensure Your safety and the safety of Your End-Users, invitees, guests, visitors, and every other person who may make calls using the Cloud PBX Service (each a “User” and collectively the “Users”), You must register with Provider the physical location where You will utilize the Cloud PBX Service with that phone line (“Service Address”). You may register only one Service Address at a time for each phone line. Provider will register the Service Address You provide as part of subscribing to the Cloud PBX Service. It is Your responsibility to confirm the accuracy of Your Service Address upon initial subscription, and upon any further changes, additions, or transfers of phone numbers. You can do this by using Your online account portal. In addition, it is Your obligation to require each User to provide the operator with their specific location within Your premises in the event of an emergency call. When You move Your device to another location, You must update Your Service Address. If You do not correctly identify the actual location where You or Your Users utilize the Cloud PBX Service, or if Your account information has recently changed or has otherwise not been updated, 911 calls may be misdirected to an incorrect emergency response site. To be clear, You must re-register the Service Address with Provider each time the Service Address changes. Please note that this is very standard practice for any Internet based voice service, and is designed to keep You and Your Users safe in case of an emergency.

4. Enhanced 911 Service: You will have access to either basic 911 or E911 service depending on Your Service Address. If Your Service Address falls within the area where the emergency center offers E911 service, when You dial 911, Your telephone number and Service Address will automatically be sent to the Public Safety Answering Point (“PSAP”) corresponding to Your Service Address, where
operators have to this information in order to send help and call You back if necessary. You will need to confirm with the operator that You are still located at the address You have registered with Provider pursuant to the above Section 2. If You call from a location other than the Service Address, You will need to provide the operator with Your current address or physical location. The operator will then determine the appropriate emergency agency and transfer Your call accordingly.

5. Basic 911 Service: If Your Service Address falls within the area where the emergency center offers basic 911 service, when You dial 911, the PSAP is not equipped to receive Your telephone number and Service Address, and the PSAP operator answering the call may not be able to access Your telephone number or location. Therefore, You must be prepared to supply Your current address or physical location and any pertinent information that identifies Your need and location on the call. Until You supply the PSAP operator with that information, the operator may not be able to send help or call You back if the call is disconnected or dropped.

6. Other Limitations: For technical reasons, including network congestion, it is possible that a 911 emergency call will produce a busy signal or will take longer to connect compared with traditional 911 calls. When You dial 911, You are not to hang up unless told to do so by the PSAP operator or the emergency service attendant. If the call is disconnected prematurely, You will need to call back to re-establish a connection with the emergency services. In the event You are unable to speak during a 911 call, the operator will automatically dispatch emergency services to Your Service Address registered on file. If You dial 911 when You are outside of Canada or the United States, the emergency services operator will advise You to hang up and find a local telephone line and dial the appropriate emergency services (it may not be 911). In addition, due to limitations on technology at the emergency center, the location reported by Provider to the PSAP and corresponding to Your telephone number may not include Your specific location within a business premise. Therefore, You must be prepared to supply Your exact location within a business premises.

7. Technical Outages: For technical reasons, the functionality of the 911 Service may cease or be curtailed in various circumstances, including but not limited to: Failure of service or Your service access device - if Your system access equipment fails or is not configured correctly, or if Your Cloud PBX Service is not functioning correctly for any reason, including power outages, Cloud PBX Service outage, suspension or disconnection of Your Cloud PBX 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 system access equipment before being able to use the Cloud PBX Service, including for 911 emergency calls; and changing locations - if You move Your system access equipment to a location other than that described in Your account information or otherwise on record with Provider. A power failure or disruption may require You to reset or reconfigure equipment prior to using the service. Power disruptions or failures or ISP (Internet Service provider) outages or partial outages or service suspension / disconnection, are likely to prevent dialing to emergency service numbers including 911. In the events listed above, You may need to access a traditional telephone or cellular telephone to make an emergency call. You acknowledge that in the event of an outage, malfunction or any other unavailability of their Internet connection or related equipment, including without limitations, improper modification or any tampering with their computer or related software or hardware, the 911 Service may not function.

8. Alternate services: If You are not comfortable with the differences and limitations of the 911 Service as described in this Schedule, Provider recommends that You terminate the Cloud PBX Service or consider an alternate means for accessing traditional 911 emergency services.

9. Inform Users of the 911 Service Limitations: You are solely responsible to inform all Users of all the differences and limitations of the 911 Service as described in this Schedule. If a User is not comfortable with those differences and limitations, You shall arrange an alternate means of accessing traditional 911 services.

10. Warning Stickers: In accordance with applicable regulations, to ensure that all Users are aware of the differences and limitations of the 911 Service, it is important that You place a 911 warning sticker on each of the phones purchased from Provider or supplied yourself for the use of the Cloud PBX Service. To print 911 warning stickers, print the following pdf document on one of the compatible Avery 22805 label Stickers Stickers Download Here. The sticker or label should be conspicuously located near or on each device so that a caller can easily see it. Failure to place a sticker or label near or on each device may result in a caller not knowing that he/she may not be able to reach 911 in the event of an emergency.

11. Liability: Notwithstanding anything to the contrary in the MSA or any other document entered into between You and Provider, Provider and its third-party suppliers, licensors and vendors, as well as their respective officers, directors, employees, or agents, will have no liability whatsoever in the event that You or Your User has any issue regarding a 911 call or with the 911 Service. You acknowledge and agree that the limitation of Provider’s and its third-party suppliers’ liability is a material term of the Cloud PBX Service and the 911 Service and that it would not otherwise enter into these 911 Terms without this limitation.
12. **Updates to 911 Terms:** The 911 Service Schedule may be modified from time to time by Provider. Any updates and revisions will be published on our website at the following URL address: [https://www.sherweb.com/fr/legal/](https://www.sherweb.com/fr/legal/).

13. **Express Consent:** You hereby acknowledge that Provider is not responsible and cannot guarantee the 911 Service. You understand and agree to the limitations of the 911 Service described above.