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FTC VoIP E911 Disclosure Notice

These Terms and Conditions apply to the VoIP (Voice Over Internet Protocol) Service (the "Service") provided by Farmers Telecommunications Cooperative, Inc. or Farmers Telecommunications Corporation (collectively, "FTC") and are in addition to the terms and conditions included in FTC's Standard Terms and Conditions, the FTC Price List, FTC's Acceptable Use Policy and FTC's Fair Access Policy, which are incorporated herein by reference and which may be found at <http://farmerstel.com/legal/>. As a condition of using the Service, Customer agrees to accept and comply with the terms set out in this Disclosure Notice.

FTC provides you with VoIP services over your broadband connection, including access to basic 911 emergency calling services or Enhanced 911 (E911) service. However, the 911 dialing feature with VoIP service has important limitations that differ from traditional telephone service that you should be aware of and of which you should advise others using your account in your residence or place of business. You should always have an alternative means for placing 911 calls and/or sending text messages to 911.

YOU ARE RESPONSIBLE FOR ACTIVATING THE 911 DIALING FEATURE BY TAKING AFFIRMATIVE STEPS TO REGISTER THE ADDRESS WHERE YOU WILL USE THE FTC VOIP SERVICE EITHER BY LOGGING INTO YOUR CONTROL PANEL AND PROVIDING A VALID PHYSICAL ADDRESS OR BY CONTACTING FTC AND INSTRUCTING US TO CHANGE THE PHYSICAL ADDRESS ASSOCIATED WITH YOUR SERVICE.

IF YOU MOVE THE LOCATION OF WHERE YOU USE THE FTC VOIP SERVICE, YOU MUST AFFIRMATIVELY ACTIVATE THE 911 DIALING FEATURE AT THAT LOCATION BY RE-REGISTERING THE ADDRESS. IF YOU FAIL TO REGISTER YOUR LOCATION OR CHANGE THE ADDRESS TO A NEW LOCATION, THE 911 DIALING FEATURE WILL NOT FUNCTION PROPERLY, AND 911/E911 CALLS MAY BE DIRECTED TO THE WRONG EMERGENCY AUTHORITY OR TRANSMIT THE INCORRECT LOCATION ADDRESS FOR RESPONDING, OR THE TELEPHONE SERVICE (INCLUDING 911/E911) MAY FAIL ALTOGETHER.

You are responsible for the accuracy and the completeness of the address that you submit to FTC for the location at which FTC VoIP Service will be used and to which emergency service will be sent in the event that you use the 911 dialing service. You are also responsible for updating and advising FTC of any and all changes to the address or location at which the FTC VoIP Service will be used. Customers in locations in which the emergency center is not equipped to receive the Customer's telephone number and/or address have what's referred to as basic 911 ("Basic 911 Service"). With Basic 911 Service, the local emergency operator answering the call may not have the Customer's call back number and/or exact location. Therefore, you should always be prepared to give your telephone number and address to the emergency operator.

If you lose power or there is a disruption to power at the location where the Service is used, neither the FTC VoIP service nor the 911 dial feature will function until power is restored and the Internet or broadband connection is reconnected. You should also be aware that after a power failure or disruption, you may need to reset or reconfigure the VoIP device prior to utilizing the Service, including the 911 dialing feature.

FTC uses a third party to route the 911 dialed calls to the applicable local emergency response center. FTC MAKES NO WARRANTIES OR GUARANTEES AS TO WHETHER, OR THE MANNER IN WHICH, 911 DIALED CALLS THAT YOU MAKE ARE ANSWERED OR RESPONDED TO BY THE LOCAL EMERGENCY RESPONSE CENTER, AND FTC EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT THAT THE THIRD PARTY DATA USED TO ROUTE 911 DIALED CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESULT. NEITHER FTC NOR ITS OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES, REPRESENTATIVES OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE OR LOSS CAUSED DIRECTLY, OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICE, INCLUDING 911/E911 SERVICES. You agree to release, indemnify, defend and hold harmless FTC, its officers, directors, affiliates, employees, representatives and agents from any and all claims, damages, losses, fines, penalties, costs and expenses (including, but not limited to, attorney fees) BY OR ON BEHALF OF YOU OR ANY THIRD PARTY OR USER OF YOUR ACCOUNT RELATING TO THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING AND/OR THE INABILITY OF YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL.