

# UBC WiTel Terms of Service

---

## **UNIVERSITY OF BRITISH COLUMBIA (“UBC”) WIRELESS TELEPHONY (“WiTel”) TERMS OF SERVICE**

Welcome to WiTel, the University of British Columbia’s wireless telephony service! The goal of this service is to provide you communication mobility by extending communications from your desk phone to a wireless handset and leverage the university’s extensive, wireless infrastructure to carry voice calls.

**BY ACTIVATING OR USING THE WITEL SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THEM.**

These Terms of Service shall remain in effect at all times, and may be amended at any time by posting new Terms of Service accessible from the UBC Information Technology (IT) website. By accessing the WiTel service, you agree to be bound by these Terms of Service and by all amendments and changes posted to the UBC IT website.

**Before initiating the WiTel Service, it is important for you to read and understand the following information concerning the provision of the WiTel Service and its limitations:**

### **911 SERVICE**

- **911 Service is provided by the WiTel Service only on a best efforts basis. 911 service cannot be guaranteed at any time.**
- **In most instances, if you call 911 through the WiTel Service, you will have to provide phone number and address information verbally.**
- **Outages or disruptions of the data network service will disrupt the WiTel Service 911 capabilities, these may include, for example, power failure or disruption or network electronics failure or disruption, suspension or termination.**
- **At all times, standard phone services or mobile phones should be used for 911 Service instead of the WiTel Service wherever possible.**

**Please read the information below carefully. By use of the WiTel Service, you are accepting all of the conditions detailed in these Terms of Service.**

## **911 Dialling**

By using WiTel Service, you acknowledge and agree to all of the information below regarding the 911 emergency services available through the WiTel Service, and the distinctions between such service and traditional 911 or enhanced 911 (“E911”) calls.

**You acknowledge and understand** that WiTel Service includes a 911 emergency service as described in this Agreement. WiTel Service 911 dialling is different in a number of important ways (some, but not necessarily all, of which are described in this agreement) from traditional 911 service.

**You acknowledge and understand** that the WiTel Service does not support traditional 911 or e911.

**You acknowledge and agree** that it is your responsibility to inform guests and other third persons who may be present at the physical location where you utilize the WiTel Service of the non-availability of traditional 911 or E911 dialling through your WiTel Service and device(s) and to inform them of the important difference and limitations of WiTel Service dialling as compared with traditional 911 or E911 dialling as described in this Agreement.

When you dial 911 using the WiTel Service, your call may be routed to a different dispatcher than that used for traditional 911 dialling. The dispatcher may be located at a Public Safety Answering Point (the “PSAP”) designated for the address you listed at the time you registered for the service or other back-up emergency answering services. The WiTel Service relies on third parties for the forwarding of information underlying such routing, and accordingly the WiTel Service and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect.

In addition, UBC’s WiTel 911 service has fewer capabilities than traditional 911 or E911 service as follows:

### **Location Information**

WiTel Service does not accurately provide the physical street address to the emergency service provider for the UBC phone number you have been assigned.

**You acknowledge and understand** that, when activating WiTel 911 Service, you must provide the actual physical street address to the emergency service provider where the equipment will be located, not a post office box, mail drop or similar address.

**You acknowledge and agree** that neither UBC nor its underlying service providers shall have any liability to you or any third party for failure to provide 911 services to you in the event of network, equipment, power or other electronic failure, or for your inability to understand how to operate the equipment or software, or for any other reason which prevents you from successfully making a 911 call through this service.

## **Vancouver PSAP is the local emergency service provider**

**You acknowledge and understand** that failure to inform the emergency service provider of the correct physical street address of your location may result in misdirected 911 communications to an incorrect local emergency service provider. All 911 calls made by this service will initially contact the local UBC 911 service provider, i.e., in Vancouver, British Columbia, irrespective of your location when you are using the WiTel service.

The PSAP receiving the WiTel Service 911 emergency service calls may not be able to capture and/or retain automatic number or location information. Note that, one or more third-party telephone companies, not UBC, route the traffic to the PSAP and the PSAP itself must be able to receive the information and pass it along properly, and PSAPs are not yet always technically capable of doing so.

**You acknowledge and understand** that PSAP and emergency personnel may or may not be able to identify your phone number and location in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and location and/or if the service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

## **Power Failure, Outages or Disruptions of Service**

**You acknowledge and accept** that 911 calls using the WiTel Service will not function if your equipment fails or is not configured correctly or if any component of the WiTel Service is not functioning for any reason, including but not limited to, in the event of a power outage, network electronics service outage, or suspension or disconnection including suspension or termination of service by the network provider or by UBC for any reason or for other reasons described elsewhere in this agreement. If there is a power outage the service and 911 dialling will not function until power is restored and you may be required to reset or reconfigure the WiTel Service equipment prior to being able to use your WiTel Service, including use for 911 purposes.

## **Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911 Calls**

**You acknowledge and understand** that for technical reasons associated with the possibility of network congestion, with WiTel Service there is a greater possibility that your 911 call will produce a busy signal, will experience unexpected answering wait times and/or take longer to answer, when compared to traditional 911 calls over traditional public telephone networks.

**You further acknowledge and accept** that mobile phone connections (including the iPhone and other devices) using the WiTel Service rely on third parties for the forwarding of information underlying such routing, and accordingly UBC and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect.

## **LIMITATION OF LIABILITY AND INDEMNIFICATION**

As described herein, this 911-type dialling currently is not the same as traditional 911 or E911 dialling, and at this time, does not necessarily include all of the capabilities of traditional 911 dialling.

**You acknowledge and understand** such limitations and agree to release, defend, indemnify, and hold harmless UBC, its officers, directors, trustees, employees, affiliates and agents (individually and collectively, “UBC Parties”) and any other of its underlying providers, service providers or other third party providers who furnish services to you or UBC in connection with this Agreement or the service, from any and all liabilities, claims, actions, losses, damages, fines, penalties, costs and expenses (including without limitation, reasonable attorneys’ fees) by, or on behalf of, you or any third person or party or user of the service relating to or arising out of the absence, failure or outage of the service, including 911 dialling and/or the inability of you or of any third person user of the service to be able to dial 911 or to access emergency service personnel and/or misroutes of 911 calls, including but not limited to misroutes resulting from your provision to UBC of insufficient, incomplete, or incorrect address information at the Registered Location.

Further, as to the UBC Parties, **you hereby waive any and all such claims or causes of action** resulting from the foregoing events or conditions unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, gross recklessness, or intentional gross misconduct on the part of any UBC Party.

## **PRIVACY AND SECURITY**

The WiTel Service uses, in whole or in part, third party networks to transmit voice and other communications. You acknowledge and understand that UBC cannot guarantee that such communication is private or secure. UBC is not liable for any lack of privacy or security that you may experience with regard to its WiTel Service. You are responsible for taking precautions and providing security that best suits your intended use of the WiTel Service.

## **SUBSCRIBER ACKNOWLEDGEMENT OF RECEIPT OF THE UNIVERSITY OF BRITISH COLUMBIA WITEL TERMS OF SERVICE**

**I acknowledge that I have received and read a copy of the Terms of Service (“Terms of Service Agreement”) University of British Columbia’s WiTel Service. I acknowledge that I understand the limitations of the 911 emergency calling services provided in connection with UBC’s WiTel Service, as described in the Terms of Service Agreement.**