

# CAPTIONCALL® END USER LICENSE AGREEMENT – TERMS, CONDITIONS & ACCEPTABLE USE POLICIES

IMPORTANT - PLEASE CAREFULLY READ THE FOLLOWING LICENSE AGREEMENT.

BY USING THE CAPTIONCALL SERVICE THROUGH THE CAPTIONCALL PHONE OR THROUGH THE CAPTIONCALL MOBILE APPLICATION, YOU CERTIFY THAT YOU HAVE HEARING LOSS THAT NECESSITATES THE USE OF CAPTIONED TELEPHONE SERVICE. YOU FURTHER CERTIFY THAT YOU HAVE COMPLETED THE REGISTRATION AND SELF-CERTIFICATION REQUIREMENTS DESCRIBED IN THIS LICENSE AGREEMENT.

## IMPORTANT

- The CaptionCall service is available only to individuals who have a hearing disability necessitating their use of the service.
- CaptionCall is a service supported through the federal Interstate Telecommunications Relay Service Fund.
- The service employs a communications assistant ("CA") and/or automated speech recognition technology to convert the other party's spoken words into captioned text.
- All CaptionCall calls must include a hearing-impaired person who needs captions to fully utilize the telephone and is properly registered pursuant to FCC rules. If a user who is not properly registered uses Your CaptionCall Phone, captioning must be turned off. (See User Guide for directions.)
- A non-hard-of-hearing person may not use the CaptionCall Mobile Application.
- Only users who have completed the Registration Form and Self-Certification Form may use Your CaptionCall Phone or the CaptionCall Mobile Application.
- Failure to provide correct information when You register for CaptionCall or use the CaptionCall service can lead to termination of Your service and possible prosecution.

**BY OPENING THIS PACKAGE AND USING THE CAPTIONCALL PHONE, OR BY DOWNLOADING THE CAPTIONCALL MOBILE APPLICATION, YOU ARE CONSENTING TO BECOME A PARTY TO AND BE BOUND BY THE CAPTIONCALL END USER LICENSE AGREEMENT, WHICH MAY BE UPDATED PERIODICALLY, IS AVAILABLE AT CAPTIONCALL.COM. IF YOU DO NOT AGREE TO ALL THE TERMS OF THE LICENSE AGREEMENT, IMMEDIATELY CALL THE CAPTIONCALL CUSTOMER SUPPORT DEPARTMENT TO RETURN THE PHONE WHICH HAS BEEN PROVIDED TO YOU, ALONG WITH ALL PACKAGE CONTENTS, PRIOR TO ANY USE OR FURTHER UNPACKAGING, OR UNINSTALL THE DOWNLOADED CAPTIONCALL MOBILE APPLICATION.**

1. **DEFINITIONS.** The "CaptionCall Phone" is a CaptionCall-branded telephone or other CaptionCall provided captioning device, including all physical components of which the phone or device is constructed and all physical modifications, if any, and any CaptionCall-installed device or equipment that connects to the CaptionCall-branded telephone or device within your premises. The CaptionCall Phone includes accompanying firmware ("Firmware") and all related explanatory written materials ("Documentation"). The Firmware includes all source code, object code, interfaces, content, fonts, upgrades, modified versions, firmware updates, additions, and any data that came with the CaptionCall Phone or is provided in association with this License Agreement, or is later released as a firmware update. The "CaptionCall Mobile Application" or the "Software" includes all source code, object code, interfaces, fonts, upgrades, modified versions, software updates, additions, and any data that came with the CaptionCall Mobile Application or is provided in association with this License Agreement, or is later released as software update, and all accompanying Documentation. "You" or "Your" means the person who is being licensed to use the CaptionCall Phone, Firmware and Documentation and/or the CaptionCall Mobile Application, and uses the Services. "We," "Our" and "Us" means CaptionCall, LLC. "License Fees" means the amount, if any, that You agree to pay to license the CaptionCall Phone or CaptionCall Mobile Application for use in accordance with the terms of this License Agreement. "Services" means all the CaptionCall Phone and Cap-

tionCall Mobile Application captioning services and all services rendered in association therewith, including, but not limited to, as applicable, telecommunication relay services ("TRS") (including captioned telephone services, IP-captioned telephone services, and/or voice carry over ("VCO") services), the transcription of the audio into captions and the transmission of the captions to You, and interconnected voice over Internet protocol service. Before using the CaptionCall Phone, the CaptionCall Mobile Application, or the Services, You must complete the "Registration Form," on which You provide Your full name, date of birth, last four digits of Your social security number or tribal identification number, address, and telephone number. Before using the CaptionCall Phone, the CaptionCall Mobile Application, or the Services, You must also complete the "Self-Certification Form," where You certify that (i) You have a hearing loss that necessitates the use of captioned telephone service; (ii) You understand that captioning is provided by a live CA who listens to the other party on the line and provides the text displayed on Your phone; (iii) You understand that the cost of captioning is funded through a federal program; and (iv) You will not permit persons who have not completed the Registration Form and Self-Certification Form to make calls with captions turned on.

2. **SELF-CERTIFICATION AND COMPLIANCE WITH FCC REGULATIONS.** The use of the CaptionCall Phone, CaptionCall Mobile Application, and Services is strictly governed by the FCC, including, but not limited to, the rules and regulations contained in 47 C.F.R. §§ 64.601 - 64.606. Our Services, including TRS, VCO, and captioning services, are provided at no cost to You as long as You certify that You have hearing loss that necessitates the use of captioned telephone service. You further certify that You have completed the Registration Form and the Self-Certification Form. Our providing of these Services to You at no cost is contingent upon Your status as hearing impaired as just described. Should Your status change for any reason, You agree to immediately inform Us and discontinue Your use of the CaptionCall Phone, CaptionCall Mobile Application, and Services. Additionally, We reserve the right to terminate or restrict Your account access for breach of any terms contained in this End User License Agreement.

3. **LICENSE AND PERMITTED USES.** We hereby grant You a limited non-exclusive license to use one copy of the Firmware on a single CaptionCall Phone or to use one copy of the CaptionCall Mobile Application on a single mobile device or tablet. This license does not allow You to use the Firmware on more than one (1) CaptionCall Phone, tablet, or other mobile device, use the Firmware on any other brand of phone or captioning device, or copy the Firmware to any other device, computer or other means of electronic data storage, including, but not limited to, a flash drive, a hard disk, and/or CD-ROM. This license likewise does not allow You to copy the CaptionCall Mobile Application to any other device, computer or other means of electronic storage, including, but not limited to, a flash drive, a hard disk, and/or CD-ROM. Your right to this license and access to the Services is contingent upon You creating and maintaining a CaptionCall user account ("User Account"), which account must be created through Our web site: [www.CaptionCall.com](http://www.CaptionCall.com).

We will provide You with any Firmware or Software updates, as may be released from time to time, for free. You are granted a limited non-exclusive license to automatically receive these updates to the CaptionCall Phone or CaptionCall Mobile Application, as applicable, licensed to You, subject to the restrictions contained herein. You are not permitted to update or restore Firmware on any other CaptionCall Phone or to make Firmware available or accessible to any third party. These updates and releases may not provide all of the options and features available on later released CaptionCall Phone models.

You acknowledge that state law in some jurisdictions may require you to inform all parties on a call that a communications assistant is on the call. In such jurisdictions it is your legal responsibility to inform other parties on the call of a communications assistant's presence.

The CaptionCall Phone and CaptionCall Mobile Application may enable You

to activate a feature that allows You to save captioning from a conversation. The saved captioning is stored on the CaptionCall Phone or on the mobile device or tablet running the CaptionCall Mobile Application. The resulting recording is accessible to You, but it is not accessible to Us.

You acknowledge that state law in many jurisdictions requires consent from all parties to a communication before the communication may be recorded lawfully. You acknowledge further these laws may apply if any party to a communication is located in such a state, even if You are not. You agree that You bear responsibility for using the saving feature in compliance with all applicable laws, including state consent laws. You agree that the limitations on liability set forth in Section 9 below apply with respect to Your use of the saving feature.

You agree to use the CaptionCall Phone and/or the CaptionCall Mobile Application in compliance with all applicable laws, including: (a) Federal Communications Commission ("FCC") regulations; (b) the laws of the state, country, or region where You (i) reside, (ii) lawfully obtained the CaptionCall Phone or CaptionCall Mobile Application, (iii) download updates, and/or (iv) use the CaptionCall Phone or the CaptionCall Mobile Application. This specifically includes ensuring that captioning is turned off whenever the CaptionCall Phone is used by any person who has not completed a CaptionCall Registration Form and a CaptionCall Self-Certification Form. CaptionCall reserves the right to terminate Your use of the CaptionCall Phone, CaptionCall Mobile Application, and CaptionCall's captioning service for any reason permitted by law.

You further agree not to engage or participate in communications or conduct of an abusive, pornographic, lewd, obscene, harassing, fraudulent, or unlawful nature while using the CaptionCall Phone or the CaptionCall Mobile Application.

You further agree not to behave in an abusive, harassing, aggressive, or threatening manner toward CaptionCall representatives that you encounter during the course of installation, use, or maintenance of the CaptionCall Phone, CaptionCall Mobile Application, or CaptionCall service.

You further agree to use the CaptionCall Phone and the CaptionCall Mobile Application exclusively to engage in communication with one or more individuals, in a manner that is functionally equivalent to the ability of a hearing individual who does not have a hearing disability to communicate using voice communication services by wire or radio. You agree not to use the CaptionCall Phone or CaptionCall Mobile Application for any other purpose. In the event that We believe that You are not using the Services to engage in communication with one or more individuals, in a manner that is functionally equivalent to the ability of a hearing individual who does not have a hearing disability to communicate using voice communication services by wire or radio, We may immediately cease captioning.

Without limiting the foregoing, You may not use the interconnected Voice over Internet Protocol ("VoIP") service available with the CaptionCall Mobile Application in a manner inconsistent with the terms of this Agreement. Such use would be in violation of this Agreement and gives Us the right to terminate Your license to use the CaptionCall Mobile Application without notice and without liability.

**4. LICENSE RESTRICTIONS.** The CaptionCall Phone, Firmware and Documentation and the CaptionCall Mobile Application are protected by United States patent laws, copyright laws, trade secret laws and international treaties. You may not:

- reverse engineer, disassemble, or deconstruct the CaptionCall Phone;
- construct a phone, calling device or caption-receiving device that makes use of Our proprietary, trade secret and/or patented CaptionCall Phone systems and other inventions that are patented and/or novel to the CaptionCall Phone;
- sell, sublicense, rent, lease or lend any portion of the CaptionCall Phone or CaptionCall Mobile Application;
- copy the Documentation;
- copy the Firmware or the Software, including to make archival or backup copies;

- modify or adapt the Firmware or Software or merge it into another program;
- reverse engineer, disassemble, decompile or make any attempt to discover the source code of the Firmware or Software;
- place the Firmware or Software onto a server so that it is accessible via a public network such as the Internet; or
- sublicense, rent, lease or lend any portion of the Firmware or Documentation.

**5. VOIP FOR MOBILE APPLICATION.** CaptionCall has partnered with a provider of interconnected Voice over Internet Protocol to provide residential VoIP service at no cost to You through use of the CaptionCall Mobile Application.

THIS SECTION APPLIES ONLY TO USERS WHO DOWNLOAD AND/OR USE THE CAPTIONCALL MOBILE APPLICATION. THIS SECTION IS IN ADDITION TO, AND DOES NOT DISPLACE, ANY AND ALL OTHER PROVISIONS IN THIS LICENSE AGREEMENT.

- CAPTIONCALL VOIP ONLY FOR USE WITH CAPTIONCALL SERVICES. ACCESS TO AND USE OF CAPTIONCALL VOIP IS SUBJECT TO THE TERMS OF THIS AGREEMENT.** IN THE EVENT THAT WE BELIEVE THAT YOU ARE USING CAPTIONCALL VOIP IN AN UNAUTHORIZED MANNER, WE MAY IMMEDIATELY CEASE PROVIDING VOIP SERVICE AND CAPTIONING, WITHOUT NOTICE AND WITHOUT LIABILITY.
- Porting.** When You sign up to use CaptionCall's Mobile Application, You will receive an associated 10-digit number. Under the FCC rules You will be able to transfer (or "port") the CaptionCall 10-digit number assigned to You to a provider other than CaptionCall. If You already have a 10-digit number from a provider other than CaptionCall, but would like to use that number with the CaptionCall Mobile Application, You may port Your number to CaptionCall. To do so, please contact CaptionCall by calling 1-877-557-2227 or by sending an email to support@captioncall.com.
- USF Charges.** We may be required to make contributions to the Universal Service Fund. We reserve the right to recover Our USF contributions directly from Our customers by billing them this charge. You agree to pay any reasonable assessment of charges made by Us to recover Our Universal Service Fund costs.
- E911 Emergency Calls.**
  - If You need to place an emergency call, You can dial the emergency 911 number through the CaptionCall Mobile Application. To ensure Your 911 call is routed to the proper emergency response center and to ensure that the emergency response personnel can send help to Your physical location, CaptionCall needs to obtain the address from which You are placing the emergency call. CaptionCall may provide the emergency response center with the following emergency call location information:
    - **Geolocation Information.** Geolocation information (which may be coordinate-based) may be obtained using Your mobile device's cellular, Wi-Fi, and GPS information. In order to obtain geolocation information, location services must be enabled on Your mobile device. If You disable location services at any time, CaptionCall will be unable to identify and provide the emergency response center with you location.
    - **Registered Location** (also referred to as the **Registered Emergency Calling Service Address**). Your Registered location is the most recent information You provide CaptionCall that identifies Your physical location. You are responsible for providing CaptionCall an up-to-date Registered Location. If You fail to do so, We may not be able to obtain Your location information and route Your call to the appropriate emergency center or provide Your physical location. If You change Your Registered Location (e.g., move Your residence or take Your mobile device or tablet to another location) You must

update CaptionCall with Your new location information. After You update CaptionCall with Your Registered Location, it will take some time (hours or more if there are issues reading or entering the address information provided) to activate 911 service at the provided address and, if a 911 emergency call is made prior to activation, then Your call and the Registered Location information may not be automatically routed to the appropriate emergency personnel. If Your actual location from where you place a 911 call is different from Your Registered Location that you entered on the Mobile Application, You will need to provide Your current location to emergency personnel when you call 911 during an emergency, or call 911 using Your mobile phone service without using the CaptionCall Mobile Application. You can inform CaptionCall of Your initial or new Registered Location by calling 1-877-557-2227.

- **Limitations and Risks in Using VoIP to Place 911 Calls.** CaptionCall recommends that You maintain an alternative means of making an emergency call to 911 (for example, through a traditional text telephone or, if a TTY is not available, a standard telephone) in the event that You are unable to use the CaptionCall Mobile Application for any reason. Dialing 911 from a TTY or traditional phone remains the most reliable and fastest method of reaching emergency response personnel. If You use CaptionCall's Mobile Application to place a 911 call, You should be aware that any such use is subject to the following important limitations and risks.
- **911 Available Only in the U.S.** 911/E911 is available only for calls placed from a location within the United States or one of its territories or possessions.
- **Technical Trouble or Errors.** It is possible that, as a result of technical trouble or human errors, Your location and any telephone number associated with CaptionCall Mobile Application may not be automatically passed to the emergency service center or personnel when You use it to place a 911 emergency call. Technical trouble and human errors may include:
  - o disabling location services;
  - o a Software or mobile device or tablet malfunction;
  - o a lack of data coverage by your mobile carrier;
  - o an uncharged or dead handset battery;
  - o a broadband network outage or power outage, or degradation of Internet service as a result of congestion, interruptions, or technical problems that may affect Your ability to access the Internet;
  - o cancellation, suspension, or termination of Your broadband or ISP service or wireless service for any reason (including for failure to pay); or
  - o termination, suspension, restriction, or cancellation of Your use of the CaptionCall Mobile Application and Services under this License Agreement.

In each case CaptionCall may not be able to obtain Your location or other relevant information and/or provide that information to the appropriate emergency personnel.

#### **LIMITATION AND WAIVER OF LIABILITY FOR 911 CALLS**

IN THE EVENT THAT YOU USE THE CAPTIONCALL MOBILE APPLICATION TO MAKE OR ATTEMPT TO MAKE A 911 CALL, CAPTIONCALL IS NOT LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS ARISING FROM YOUR USE OF THE CAPTIONCALL MOBILE APPLICATION TO MAKE OR ATTEMPT TO MAKE THAT CALL. SPECIFICALLY, CAPTIONCALL IS NOT LIABLE IN TORT, CONTRACT, OR OTHERWISE FOR ANY DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER HARM ARISING OUT OF OR RELATED TO USE OF THE CAPTIONCALL MOBILE APPLICATION TO MAKE OR ATTEMPT TO MAKE A 911 CALL, INCLUDING BUT NOT LIMITED TO ANY ACT OR OMISSION INVOLVING (1) THE DEVELOPMENT, DESIGN, INSTALLATION, OPERATION, MAINTENANCE, PERFORMANCE, OR PROVISION OF THE SOFTWARE OR THE VOIP SERVICE OR ANY EQUIPMENT OR FACILITY THAT PERMITS YOU TO USE THE SOFTWARE AND THE VOIP SERVICE, OR ANY

CAPTIONING SERVICES PROVIDED IN CONNECTION WITH A 911 CALL OR THE PROVISION OF EMERGENCY SERVICES; (2) MISINTERPRETATION, MISTAKES, INTERRUPTIONS, DELAYS, TRANSMISSION ERRORS, NETWORK OUTAGES, FAILURES, DEFECTS, TECHNICAL DIFFICULTIES, ACTS OF GOD, OR OTHER OCCURRENCES, REGARDLESS OF THE SOURCE OF THE OCCURRENCE, THAT MAY ARISE IN THE COURSE OF TRANSMITTING OR HANDLING 911 CALLS OR PROVIDING EMERGENCY SERVICES; OR (3) RELEASE TO A PUBLIC SAFETY ANSWERING POINT, DESIGNATED STATE-WIDE DEFAULT ANSWERING POINT, APPROPRIATE LOCAL EMERGENCY AUTHORITY, EMERGENCY MEDICAL SERVICE PROVIDER OR EMERGENCY DISPATCH PROVIDER, PUBLIC SAFETY, FIRE SERVICE OR LAW ENFORCEMENT OFFICIAL, OR HOSPITAL EMERGENCY OR TRAUMA CARE FACILITY OF USER INFORMATION RELATED TO 911 CALLS OR THE PROVISION OF EMERGENCY SERVICES. IN ADDITION, CAPTIONCALL IS NOT LIABLE FOR ANY DAMAGES ARISING FROM YOUR FAILURE TO PROVIDE CAPTIONCALL AN ACCURATE, UP-TO-DATE REGISTERED LOCATION. THIS LIMITATION AND WAIVER OF LIABILITY IS EFFECTIVE EVEN IN THE EVENT OF CAPTIONCALL'S NEGLIGENCE.

CaptionCall, in its role as an emergency communications service provider, shall have immunity or other protection from liability in a State of a scope and extent that is not less than the scope and extent of immunity or other protection from liability accorded any local exchange carrier under Federal and applicable State law (whether through statute, judicial decision, tariffs filed by such local exchange carrier, or otherwise).

- e) **Application Updates.** The CaptionCall Mobile Application may be updated through the customary processes of the application store from which You obtained the CaptionCall Mobile Application. Alternatively, the CaptionCall Mobile Application may communicate with CaptionCall's servers to check for available updates to the Software. You agree not to interfere with the CaptionCall Mobile Application's ability to automatically request and receive updates from CaptionCall's servers. Failure to enable automatic updates or to update the CaptionCall Mobile Application when You are notified to do so may result in technical problems, including the loss of captions and the inability to access the CaptionCall Mobile Application.
- f) **Providing Information to Authorities and Third Parties.** If We believe that You have used the CaptionCall Mobile Application or related Services for an unlawful purpose, We may forward the relevant communication and other information, including Your identity, to the appropriate authorities for investigation and prosecution. You consent to Our forwarding of any such communications and information to these authorities. In addition, You hereby agree that We may disclose Your name, telephone number, other personal information, any communications sent or received by You, and any other information that We may have about Your account, including but not limited to, types of service, length of service, IP address, email address, registered 911 address, and all other account information, as follows:
  - In response to law enforcement or other governmental agency requests;
  - As required by law, regulation, rule, subpoena, search warrant, or court order;
  - As necessary to identify, contact, or bring legal action against someone who may be misusing the Software or Services;
  - To protect CaptionCall's rights and property; or
  - In emergency situations where disclosure of such information is necessary to protect CaptionCall customers or third parties from imminent harm.

Notwithstanding the foregoing, We will not share any information about You except as permitted under applicable law, including laws governing customer proprietary network information, to the extent such laws are applicable.

6. **NO ASSIGNMENTS.** You may not rent, lease, lend, sell, redistribute, transfer, or sublicense the CaptionCall Phone, the CaptionCall Mobile Application, or the Services.

7. **SATISFACTION GUARANTY AND WARRANTY.** If for any reason You are not completely satisfied with the CaptionCall Phone or the CaptionCall Mobile Application licensed hereunder, You may request a refund of Your License Fees (if any) by notifying Us in writing within ninety (90) days from the date of activation of Your account, which notice must provide the following: (a) Your name and contact information; (b) Activation Date of Your account; and (c) the reason for the request for a refund. This request must be accompanied by return of the CaptionCall Phone together with the Firmware or by a certification that You have uninstalled the CaptionCall Mobile Application, as applicable. Upon refund of Your payment, You acknowledge and agree that this License Agreement will be deemed to have automatically terminated. Thereafter, any further use of any of the CaptionCall Phone, Firmware, Documentation, or CaptionCall Mobile

Application will be unauthorized and will constitute a material breach of this License Agreement and an infringement of Our intellectual property rights.

THE LIMITED WARRANTY AND REMEDIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, REMEDIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, WRITTEN, ORAL, OR STATUTORY AND WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS REGARDLESS OF WHETHER WE KNOW OR HAD REASON TO KNOW OF YOUR PARTICULAR NEEDS. No employee, agent, dealer or distributor is authorized to modify this limited warranty, or to make any additional warranties. IF WE CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT ALLOWED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THAT OF THE NINETY (90) DAY EXPRESS WARRANTY AND SHALL BE SUBJECT ONLY TO THE LIMITED REMEDIES PROVIDED FOR HEREIN.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Our warranty obligations for the CaptionCall Phone are limited to the terms set forth below:

We warrant that for a period of ninety (90) days ("Warranty Period") after delivery of the CaptionCall Phone to You, and under normal use by the original end-user purchaser:

- the CaptionCall Phone on which this copy of the Firmware is distributed will be free from defects in materials and workmanship under normal use; and
- the Firmware will perform in substantial accordance with the Documentation.

This limited warranty applies only to the CaptionCall Phone and not to any third-party products, even if the product is sold with or packaged with CaptionCall branded products. In so far as permitted by law, the CaptionCall Phone is provided "as is."

We do not warrant that the operation of the CaptionCall Phone or the CaptionCall Mobile Application or the availability of the Service (including the VoIP Service) will be interruption or error-free. SPECIFICALLY, THE CAPTIONCALL PHONE AND SERVICE WILL NOT WORK DURING A POWER OUTAGE BECAUSE THEY ARE DEPENDENT UPON THE INTERNET. IT IS RECOMMENDED THAT YOU MAINTAIN A LANDLINE FOR EMERGENCY CALLS.

We do not warrant the accuracy, speed or reliability of the Service, including the VoIP Service. We are not responsible for any damages that may result from

inaccurate, mistaken, interrupted or delayed transcription, captioning and/or other Services and You agree to release Us from any claims that may arise from such errors and/or delays.

WE CANNOT ASSURE YOU THAT, IF YOU PLACE A 911 CALL USING THE CAPTIONCALL PHONE OR THE CAPTIONCALL MOBILE APPLICATION, A CONNECTION WILL BE ESTABLISHED; ANY CONNECTION ESTABLISHED WILL BE WITH THE PROPER EMERGENCY SERVICE PROVIDER; YOUR CORRECT ADDRESS WILL BE ELECTRONICALLY AVAILABLE TO THE EMERGENCY SERVICE PROVIDER; OR THAT CAPTIONING SERVICES WILL NOT SLOW THE RESPONSE TIME OR THE RELAY OF EMERGENCY INFORMATION. THIS 911 DISCLAIMER IN FULL IS FOUND AT <https://captioncall.com/emergencycalling/>, AND IS INCORPORATED HEREIN BY THIS REFERENCE.

8. **LIMITED REMEDIES.** In lieu of obtaining a refund under the Satisfaction Guaranty described in Section 8, if a product defect arises and a valid claim is received within a ninety-day period from the activation of Your account, Our entire liability and Your exclusive remedy with respect to the CaptionCall Phone shall be:

- the repair or replacement of any non-conforming CaptionCall Phone not meeting Our Limited Warranty which is returned to Our customer service department within the Warranty Period with a copy of Your receipt; and
- We may replace any non-conforming CaptionCall Phone with a replacement CaptionCall Phone or Firmware similar in functionality or user capabilities, the selection of which replacement CaptionCall Phone to issue will be at Our discretion and based upon Our available CaptionCall Phone replacement inventory; or
- if We are unable to repair or deliver a replacement CaptionCall Phone that is free of defects in materials or workmanship, You may terminate this License Agreement by returning the CaptionCall Phone, Firmware and Documentation, upon which the License Fees, if any, will be refunded.

The replacement CaptionCall Phone or replacement part(s) are subject to the remaining warranty term for the original CaptionCall Phone or ninety (90) days, whichever is longer. The original CaptionCall Phone, as well as any replacement CaptionCall Phone or parts, will remain Our property. When a refund is given, the CaptionCall Phone for which the refund is given must be returned to Us. Any repairs attempted or made to the CaptionCall Phone by someone other than Us may void all applicable CaptionCall Phone warranties.

In lieu of obtaining a refund under the Satisfaction Guaranty described in Section 8, if a product defect arises and a valid claim is received within a ninety-day period from the activation of Your account, Our entire liability and Your exclusive remedy with respect to the CaptionCall Mobile Application, shall be the replacement or modification of any such non-conforming Software not meeting Our Limited Warranty; provided, however, that if We are unable to replace or modify the Software, You may terminate this License Agreement by uninstalling the CaptionCall Mobile Application, upon which the License Fees will be refunded.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING PERSONAL INJURY, ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF OR THE INABILITY TO USE, ACCURACY OR INACCURACY OF, OR SPEED OF THE CAPTIONCALL PHONE, THE CAPTIONCALL MOBILE APPLICATION, OR THE SERVICE, INCLUDING THE VOIP SERVICE (EVEN IF WE OR AN AUTHORIZED DEALER OR DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), OR FOR ANY CLAIM BY ANY OTHER PARTY.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

9. **WRITTEN OFFER FOR THIRD PARTY SOURCE CODE.** The Firmware and Software includes code developed by third parties, including software code subject to GNU General Public License ("GPL") or GNU Lesser Public License ("LGPL"). The GPL and LGPL code, and all other third-party code, used in the CaptionCall Phone, Firmware, CaptionCall Mobile Application, and Software is distributed WITHOUT ANY WARRANTY and is subject to the copyrights of one or more authors. For details, see the GPL code and the LGPL code for this product and the terms of the GPL and LGPL, which are available through the written offer described below.

Also, this product includes third party software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (<http://www.openssl.org/>)

As applicable, the terms of the GPL, LGPL and OpenSSL, and information about obtaining access to the GPL, LGPL, OpenSSL code used in this product, are available by sending a letter to Us.

Where such specific license terms entitle You to the source code of such software, We will provide, upon written request via traditional paper mail, the applicable GPL, LPGL and OpenSSL source code files via CD-ROM for a nominal cost to cover shipping and media charges as allowed under the GPL, LPGL and OpenSSL.

Please direct all inquiries to: CaptionCall, ATTN: CaptionCall Source Code Request, 4192 South Riverboat Road, Salt Lake City, Utah, 84123.

10. **GOVERNMENT END USERS.** The CaptionCall Phone, Firmware, Services and Documentation are, respectively, "Commercial Items," "Commercial Computer Software" or "Computer Software Documentation," as such terms are used in 48 C.F.R. §§2.101, 12.212, 227.7202, and consistent therewith, the foregoing are being licensed to U.S. Government end users only as Commercial Items and only with the same rights granted to all other end users, pursuant to the terms and conditions provided herein. Unpublished-rights are reserved under the copyright laws of the United States.

11. **PRIVACY.** The protection of Your private information is very important to Us and We will only use and disclose it for the purposes described in this End User License Agreement.

In order to use the CaptionCall Phone, CaptionCall Mobile Application, or Services You will have to create a User Account. The creation of Your User Account will require You to disclose personal and private information, which will be exchanged electronically with Us over the Internet. All of Your contacts and photographs, when saved by You to Your account, will also be stored on Our servers and be accessible to Us. You agree to provide accurate and complete information when creating Your User Account or when providing Us with personal information for any other reason. We may also collect information from You and about You through Your use of the Services. This information is needed for Us to provide You with the Services and to seek compensation for the Services from the Telecommunications Relay Services Fund. This information will be used also to assess and improve the CaptionCall Phone and Services. By Your use of the CaptionCall Phone, CaptionCall Mobile Application, or Services, You agree that We may use Your information to assess and improve Our Services. You also authorize Us to use Your information to provide You with marketing materials regarding other goods and services. We may also share Your personal information with third parties subject to Your selected privacy preferences. You may opt in to or out of such disclosures to third parties by contacting Our customer support department. In addition, we may share Your personal information to comply with federal, state, or local laws, and/or to comply with a civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by federal, state, or local authorities.

Our Services may require individuals, including Our representatives and agents, to listen to and transcribe the incoming audio portion (one side) of Your telephone conversations. In order to do this, the incoming audio portion of Your telephone call audio will be transmitted to Us, or Our third-party contractors, for

transcription and captioning. To protect Your privacy, neither the audio transmission nor transcription of the call will be retained by Us or Our third-party contractors. By using the Services, You agree to the transmission of the incoming audio portion of Your telephone call audio to Us or Our agents and waive any rights You may have under applicable law restricting the same. To the extent permitted by law, You waive all privacy laws governing telephone communications and monitoring of the same.

We provide telecommunications relay services under the regulatory rules of the FCC. These services are regulated by the FCC to ensure that the privacy of Your telecommunications is strictly enforced. We take the privacy of Your telecommunications very seriously.

To the extent that any consent to disclosure of customer information set forth above in this Section 12 is inconsistent with CaptionCall's obligations under applicable law with respect to protecting, storing, and using customer proprietary network information, We will adhere to the requirements of applicable law.

In the course of providing services to You through the CaptionCall Mobile Application, We collect and maintain certain customer proprietary network information ("CPNI") in accordance with the rules and regulations of the Federal Communications Commission. CPNI includes the types of services You currently purchase and related usage and billing information for those services. Your telephone number, name, and address are not CPNI. We value Our relationships with Our customers and are committed to respecting and protecting Your CPNI. Accordingly, We have developed safeguards for the use of Your CPNI, and We do not sell, trade, or share Your CPNI except as authorized by You or required by law.

Generally, and not exclusively, We can use Your CPNI without Your approval to offer additional, related services to You, and for billing and collections purposes. We require Your approval to market unrelated services to You, which We would seek via electronic notice through the CaptionCall Mobile Application. Before doing so, We will provide You notice of Your right to restrict use and disclosure of, and access to, Your CPNI. In addition, We can disclose Your CPNI without Your approval for legal or regulatory reasons, including in response to subpoenas and court orders, without Your prior knowledge or consent. We can also use CPNI to investigate fraud and to prevent violation of Our Terms, Conditions, and Acceptable Use Policies and unlawful use of Our network and services. In order to use Your CPNI for other reasons not set out in this Section 12, We will provide You the option to "opt-in" to such uses and disclosures. Generally, We may obtain Your consent after providing notification through oral, written, or electronic methods.

12. **TERM AND TERMINATION.** This License Agreement takes effect upon Your operation of the CaptionCall Phone or the CaptionCall Mobile Application and remains effective until termination of the same. You may terminate this License Agreement at any time by returning to Us the CaptionCall Phone and destroying all copies of the Firmware and Documentation in Your possession (if not returned with the CaptionCall Phone) or by uninstalling the CaptionCall Mobile Application. This License Agreement will also automatically terminate if You fail to comply with any term or condition of this License Agreement. You agree on termination of this License Agreement to return the CaptionCall Phone, including the CaptionCall Phone, Firmware and Documentation, to Us and to destroy any copies of the Firmware and/or Documentation not returned, and to uninstall the CaptionCall Mobile Application.

There is no obligation to place or receive calls using the CaptionCall Mobile; however, if there is no activity on Your CaptionCall Mobile app, i.e., you do not log in or access the app, for a period of forty-five (45) days, CaptionCall reserves the right to cancel Your VoIP account associated with the App and you will no longer be able to make or receive calls using CaptionCall Mobile. If Your account is canceled, You can sign up again at any time if you feel CaptionCall Mobile will meet Your needs in the future.

13. **CONFIDENTIALITY.** The CaptionCall Phone and the CaptionCall Mobile

Application contain trade secrets and proprietary know-how that belongs to Us and it is being made available to You based upon Your promise not to reverse engineer or in any other way attempt to discover and/or disclose the CaptionCall Phone's trade secret and proprietary information or the CaptionCall Mobile Application's trade secrets and proprietary information. YOU AGREE NOT TO REVERSE ENGINEER THE CAPTIONCALL PHONE AND FIRMWARE OR THE CAPTIONCALL MOBILE APPLICATION AND NOT TO DISCLOSE ANY TRADE SECRET OR PROPRIETARY INFORMATION DERIVED FROM THE CAPTIONCALL PHONE OR FIRMWARE OR CAPTIONCALL MOBILE APPLICATION, INCLUDING, BUT NOT LIMITED TO, THE CONSTRUCTION, COMPONENTS, ALGORITHMS, PROTOCOLS, AND INTERFACES OF THE CAPTIONCALL PHONE AND FIRMWARE AND CAPTIONCALL MOBILE APPLICATION.

#### 14. GENERAL PROVISIONS.

- i. **TITLE:** We remain the owner of all right, title and interest in the CaptionCall Phone, Firmware and Documentation, and in the CaptionCall Mobile Application, subject to all terms and conditions contained herein.
- ii. This written License Agreement is the exclusive agreement between You and Us concerning the CaptionCall Phone, the CaptionCall Mobile Application, and the Services and supersedes any and all prior oral or written agreements, negotiations or other dealings between Us concerning the same.
- iii. This License Agreement may be modified by Us at any time and for any reason upon notice to You. Your continued use after such notice shall constitute consent.
- iv. In the event of litigation between You and Us concerning the CaptionCall Phone, the CaptionCall Mobile Application, or the Service, the prevailing party in the litigation will be entitled to recover attorneys' fees and expenses from the other party.
- v. This License Agreement is governed by the laws of the State of Utah.
- vi. This License Agreement shall not be governed or controlled by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.
- vii. If for any reasons, a court of competent jurisdiction finds any provision of this License Agreement, or any portion hereof, to be unenforceable, the remainder of the agreement shall remain and continue in full force and effect.
- viii. Portions of the CaptionCall Phone, the CaptionCall Mobile Application, and the Services may utilize other third-party components, software, services and other patented or copyrighted materials. Acknowledgements, licensing terms and disclaimers for such materials are available upon written request to Our customer service department. Your use of such material is governed by their respective terms and, to the extent that same is not prohibited by local law in Your jurisdiction, You agree to these terms by Your use of the CaptionCall Phone, Firmware, Services, Documentation, or CaptionCall Mobile Application.

#### ACCEPTABLE USE POLICY - CAPTIONCALL VOIP SERVICE

CaptionCall ("we," or "us") has prepared this Acceptable Use Policy ("Policy") to help you, our customer, understand the intended and permissible uses of our service, and to prevent exploitation, fraud, and abuse of our interconnected VoIP service.

CaptionCall's service is intended for use in connection with the Internet Protocol Captioned Telephone Service (IP CTS) that CaptionCall provides, which is a Telecommunication Relay Service product that provides captioning for telephone calls for individuals with hearing loss. CaptionCall offers its interconnected VoIP service only to those individuals that are eligible to use CaptionCall's IP CTS service and only for use on an individual's personal or work mobile device or tablet. Subject to this Policy, CaptionCall allows unlimited calling to and from landline and mobile telephone numbers in the United States only. CaptionCall's voice service is intended for individual use only in accordance with our End User License Agreement and is not transferable.

It is not permissible to use CaptionCall's voice service in any way that is inconsistent with individual use, including any of the following:

- By or for others who are not eligible IP CTS users;
- For telemarketing or operating a call center;
- For calling numbers (whether singly, sequentially, or automatically) to generate income for yourself or others as a result of placing the call, other than for your individual business communications;
- To resell voice service to others;
- Without live dialog, including use as a monitor, intercom, or for transcription purposes other than for eligible IP CTS calls.

Other practices may be relevant in determining whether certain uses are permissible. For avoidance of doubt, You are expressly permitted to use CaptionCall's voice service, including but not limited to Phone, mobile application, and firmware, for captioning calls within a workplace setting.

CaptionCall reserves the right to take any unlawful, prohibited, abnormal, or unusual activity into account in making its determination. For instance, CaptionCall may consider any of the following, in combination or alone, when excessive:

- Unique numbers called;
- Call lengths;
- Frequency of call forwarding/transferring;
- Conference calling;
- Short duration calls;
- Number of calls made during a month;
- Number of calls made to a conference calling service during a month;
- Calls made during business hours;
- Number of calls terminated and re-initiated consecutively that, in the aggregate, result in excessive call lengths during a specific time frame; or
- Other calling patterns indicative of an attempt to evade the End User License Agreement or this Policy.

You may not use CaptionCall's voice service in any way that is illegal, fraudulent, improper, or inappropriate. You may not use any automated means to manipulate our service or use our service to violate any law, rule, regulation, or any third party's intellectual property.

CaptionCall may, at its option, review your account and take further action, including action to terminate or suspend your interconnected VoIP service if it determines you are using that service contrary to this Policy or our End User License Agreement. Where reasonable, CaptionCall will provide you with notice of improper usage before suspension or termination of your service and, if appropriate, CaptionCall may offer you an alternative service or product.



# CaptionCall<sup>®</sup>

Life is Calling