

Robocall Mitigation Program Description

Dymaxion Research Ltd. is a facilities-non-based Voice Service Provider and authorized reseller of hosted VoIP services. The company provides telecommunications services to business customers and does not operate its own PSTN interconnection facilities.

Dymaxion Research Ltd. relies on its upstream carrier partner, SkySwitch, which implements STIR/SHAKEN authentication and call signing in compliance with FCC requirements. All outbound calls transmitted to the PSTN are routed through SkySwitch's network infrastructure, where calls are authenticated using approved STIR/SHAKEN protocols where technically feasible.

In addition to upstream authentication, [Company Name] maintains a robocall mitigation program that includes:

- Know-Your-Customer (KYC) onboarding procedures
- Verification of customer identity and intended use of services
- Monitoring of call traffic patterns for suspicious activity
- Investigation and response to traceback requests
- Immediate suspension of customers engaged in illegal robocalling

Dymaxion Research Ltd. cooperates fully with industry traceback efforts, including those coordinated by the Industry Traceback Group, and complies with all applicable FCC robocall mitigation requirements. As a non-facilities-based reseller, Dymaxion Research Ltd. certifies that it relies on its upstream provider's implementation of STIR/SHAKEN while maintaining its own robocall mitigation procedures for unauthenticated traffic.

Yours Sincerely,

Mike Suhonos



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Overview

Overview

Attachment 2

9-1-1 Provisions included in Dymaxion Research LTD. (Dymaxion)'s Terms of Service

THIS SECTION CONTAINS IMPORTANT PROVISIONS, INCLUDING THOSE REGARDING 9-1-1 SERVICE
EMERGENCY SERVICES: VoIP AND 911 SERVICE:

- (a) Description: VoIP services allow Customers 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 9-1-1 emergency services.
- (b) 9-1-1 service: Because of the unique nature of VoIP telephone calls, emergency calls to 9-1-1 through your VoIP service will be handled differently than traditional phone service. The following provisions describe the differences and limitations of 9-1-1 emergency calls, and you hereby acknowledge and understand the differences between traditional 9-1-1 service and VoIP calls with respect to 9-1-1 calls placed to emergency services from your account as described below.
- (c) Placing 9-1-1 calls: When you make a 9-1-1 emergency call, the VoIP service will attempt to automatically route your 9-1-1 call through a third-party service provider to the Public Safety Answering Point ("PSAP") corresponding to your address of record on your account. Due to the limitations of the VoIP telephone services, your 9-1-1 call will be routed to a different location than that which would be used for traditional 9-1-1 dialing. Your call will be answered by a third-party specialized call centre that handles emergency calls. This call centre is different from the PSAP that would answer a traditional 9-1-1 call which automatically generates your address information, and consequently, you should be prepared to provide your name, address, and telephone number to the call centre. Customers traveling outside of the USA and Canada will not have 9-1-1 Dialing services.
- (d) How your information is provided: The VoIP service will attempt to automatically provide the 9-1-1 operator with the name, address and telephone number associated with your account. However, for technical reasons, the 9-1-1 operator receiving the call may not be able to capture or retain your name, phone number or physical location. Therefore, when making a 9-1-1 emergency call, you must immediately inform the 9-1-1 operator of your location (or the location of the emergency, if different). If you are unable to speak, the dispatcher may not be able to locate you if your location information is not up to date.
- (e) Correctness of information: You are responsible for providing, maintaining, and updating correct contact information (including name, address and telephone number) with your account. If you do not correctly identify the actual location where you are located, or if your account information has recently changed or has otherwise not been updated, 9-1-1 calls may be misdirected to an incorrect emergency response site. You may update your contact information via DYMATION's Service Department, by emailing service@dymaxion.ca or creating a ticket within your Dymaxion customer portal, and must allow 3-4 business days for this information to be updated.
- (f) Disconnections: You must not disconnect the 9-1-1 emergency call until told to do so by the dispatcher, as the dispatcher may not have your number or contact information. If you are inadvertently disconnected, you must dial 9-1-1 again immediately.

- (g) Connection time: For technical reasons, including network congestion, it is possible that a 9-1-1 emergency call will produce a busy signal or will take longer to connect when compared with traditional 9-1-1 calls.
- (h) 9-1-1 calls may not function: For technical reasons, the functionality of 9-1-1 VoIP emergency calls 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 VoIP service is not functioning correctly for any reason, including power outages,
 - VoIP service outage, suspension or disconnection of your 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 VoIP service, including for 9-1-1 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 Dymaxion
- (i) Customer Responsibilities: You agree a) to ensure your contact and address information on file with Dymaxion is always accurate and kept up to date by contacting our service department by emailing service@dymaxion.ca or calling Dymaxion
- i. customer service at 902-422-1973;
 - ii. to notify any user or potential users of your VoIP services of the nature and limitations of 9-1-1 emergency calls on the VoIP services as described herein; and,
 - iii. to display the current address and telephone number in a manner that will enable any user or potential users of your VoIP services to communicate the information during a 9-1-1 call.

I have read and acknowledge the above.

Customer Name (print) _____

Signature _____

Position _____

Date _____

LIMITATION OF LIABILITY:

Customers are strongly advised to carefully review this section with respect to DYMATION's limitations of liability.

(a) The parties agree that Dymaxion shall in no event be liable to you or any other person for any indirect, consequential, special, incidental, reliance or punitive damages, or for any lost profits of any kind or nature whatsoever, regardless of the foreseeability thereof, arising out of the provision of Service or in any way arising out of these Terms and any related agreements, whether in an action arising out of breach of contract, breach of warranty, delay, negligence, strict tort liability, patent or intellectual property matters or any other legal or equitable theory. However, in the event a court of competent jurisdiction finds Dymaxion liable, your exclusive remedy and Dymaxion sole liability for damages to you for any cause whatsoever regardless of form of action, including negligence, shall be for direct damages only and, except in the case of death, bodily injury and physical damage to property, wholly caused only and, except in the case of death, bodily injury and physical damage to property, wholly caused by Dymaxion negligence, shall not exceed an amount equivalent to the ordinary price of the relevant service purchased for one (1) month (to be determined as an average of billings in respect of such service over the closest previous three months in which there were no such problems or defects in the service). No action or proceeding against Dymaxion may be commenced more than one (1) year after the event giving rise to such claim. The provisions of this section shall survive termination of these Terms.

(b) Without limiting the generality of the foregoing, Dymaxion is not liable to you, any other user or other person for damages resulting from:

- any act or omission of any third party (including any other local telephone company, any connecting carrier or underlying carrier or other provider of connections, facilities, or service);
- a user's conduct, acts or omissions, or the operation or failure of your equipment or facilities;
- any event beyond the reasonable control of Dymaxion including acts of God, inclement weather including but not limited to lightning, floods, labour disputes, riots or civil disputes, war or armed conflict, any law, governmental order, decision or regulation, or order of any court of competent jurisdiction;
- Dymaxion failure, for any reason, to activate or have readily available service on the activation or usage date requested by or conveyed to or by you;
- service interruptions, delays in communications, errors or defects in transmissions, or failures or defects in Dymaxion services or facilities; or
- any corrupted data, files or viruses which affect you or Dymaxion. It is your responsibility to safeguard your system, through appropriate means (for example, using commercially available software), from theft, unauthorized use or system corruption. Any detriment caused to the network of Dymaxion or its suppliers as a result of your failure to properly secure your system may result in the immediate cancellation of your Dymaxion high speed internet service.

CUSTOMER RESPONSIBILITIES RE: SERVICES

(a) You agree that you will use the Services only for lawful purposes. You acknowledge that DYMATION may terminate Service immediately, without any notice and without any liability to you whatsoever, if, at the sole and unfettered discretion of Dymaxion, you or any other user of the Services provided to you misuses or permits others to misuse or abuse any Service for purposes that are contrary to law or contrary to these Terms, or in order to preserve the integrity of Dymaxion network, or to comply with any Applicable Law.

(b) You acknowledge and agree that you shall be liable for any and all use of the Services associated with your account or your telephone number, and you remain solely responsible for all use of Service

ordered or billed to your telephone number(s), including any unauthorized use, and for determining who is authorized to use the services in your place, and for promptly notifying of any unauthorized use. You agree to indemnify and hold harmless Dymaxion against any and all fees, charges, damages, liability, costs and expenses (including reasonable legal counsel fees, as applicable) associated with such use.

(c) The Customer acknowledges that the CRTC has imposed restrictions on the use of telecommunications facilities for unsolicited telecommunications, including the establishment of a national "Do Not Call List". The Customer recognizes that they are solely responsible for ensuring compliance with these and future restrictions imposed by the CRTC. The Customer acknowledges that he/she is the person authorized to subscribe for the Services and bind the corporation or entity listed herein. The Services may only be used by the Customer and all persons having the Customer's permission to use the Services.

(d) In subscribing for the Services, you obtain no proprietary right or interest in, any particular facility, service, equipment, telephone number or code associated with the services (except as mandated by the CRTC in respect to telephone number porting where available). Dymaxion will notify you if it decides to change or re-assign any telephone number assigned to you.

TELEPHONE SET STICKERS

Dymaxion Research Ltd. will include telephone set warning stickers with the following text:

WARNING

IMPORTANT: This is a VoIP device. 9-1-1 Emergency Service may be limited or unavailable under certain circumstances. IMPORTANT: In the event of emergency, please be prepared to provide your location information to the emergency responder.

MARKETING / POINT OF SALE NOTIFICATIONS

Printed Marketing Materials:

For printed marketing materials, Dymaxion Research Ltd. intends to use the following customer notification texts (examples) depending on the nature of the advertisement or promotion:

- Dymaxion Research Ltd.'s emergency 9-1-1 features differ from traditional 9-1-1 services. See sales representative for further details.
- Dymaxion Research Ltd.'s emergency 9-1-1 features differ from traditional 9-1-1 services. Visit <http://www.Dymaxion.ca/9-1-1-emergency-services/> for more information.
Notifications similar to those above will be provided in the event Dymaxion Research Ltd. is making use of other forms of advertising and or promotion.
- Customer Activation:
Dymaxion Research Ltd. will activate customers' VoIP service through onsite installation by Dymaxion Research Ltd. technicians. At the time of installation and activation, the technicians will explain the 9-1-1 differences and limitations, bring the section explaining the 9-1-1 differences and limitations in the agreement to the customers' attention and ask customers to sign the agreements acknowledging that they have read and understood important aspects of Dymaxion Research Ltd.'s 9-1-1 service.
- Customer Service/Point of Sales:
Dymaxion Research Ltd.'s customer service and sales representatives will be fully versed in the contents of the VoIP 9-1-1 documents for discussion with potential customers.
- On-Line:
On-line marketing on Dymaxion Research Ltd. 's website will contain a link to its Terms of Service prefaced with the following text: Important e911 Information