

911 and E911 Policy

The purpose of this Disclosure (“Disclosure”) is to inform Bark Technologies, Inc. (“Bark”) customers purchasing the Bark Phone and Bark Wireless Service (each as defined in the Bark Phone Wireless Service Terms and Conditions https://www.bark.us/wireless_terms_of_service) of any differences between the 911 and E911 access capabilities available with the Bark Wireless Service Wi-Fi calling service (the “Wi-Fi 911 Service”) as compared to the 911 and E911 access capability available with traditional wired telephone service. It is important to understand how these differences affect your ability to access 911 and E911 services. We ask that you carefully read this Disclosure. If you have any questions or concerns about the information contained in this notice, or if you do not understand anything discussed in this notice, please contact our Customer Service Department at help@bark.us.

THE BARK WIRELESS SERVICE WI-FI 911 SERVICE MAY NOT OPERATE DURING A POWER OUTAGE. You acknowledge and understand that the Wi-Fi 911 Service does not function in the event of a power failure or disruption. Should there be an interruption in the power at the Wi-Fi location, the Bark Wireless Service Wi-Fi calling service, including the Wi-Fi 911 Service, will not function until power is restored. A power failure or disruption may require the customer to reset or reconfigure equipment prior to utilizing the Bark Wireless Service, including the Wi-Fi 911 Service. We strongly recommend customers have all equipment on long running UPS Systems, have a land line also at your premise that can be used, and have a redundant or backup Internet Connection. You are responsible for providing an uninterruptible backup power supply if you wish to ensure continued operation of electrical equipment in the event of a power outage.

THE BARK WIRELESS SERVICE WI-FI 911 SERVICE WILL NOT OPERATE IF YOUR WI-FI CONNECTION IS DISRUPTED. You acknowledge and understand that service outages or termination of service by your broadband provider and/or ISP or by Bark will prevent you from using the Bark Wireless Service Wi-Fi calling service, including the Wi-Fi 911 Service. A service outage for any reason other than suspension of service will prevent you from using the Bark Wireless Service Wi-Fi calling service, including the Wi-Fi 911 Service. Once your Wi-Fi connection and/or the Bark Wireless Service Wi-Fi calling has been restored, you may be required to reset or reconfigure your equipment before you will be able to use the Bark Wireless Service Wi-Fi calling service to contact 911 and E911 services.

YOU MUST PROVIDE BARK WITH YOUR CORRECT SERVICE ADDRESS OR CALLS TO 911 MADE USING THE BARK WIRELESS SERVICE WI-FI 911 SERVICE MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST YOU. When you dial 911 using the Bark Wireless Service Wi-Fi 911 Service, your call is routed from the Bark Wireless Service supplier’s network to the Public Safety Answering Point (PSAP) or local emergency operator designated for the address that you listed at the time of activation (your “Registered Address”). You acknowledge and understand that when you dial 911 from your Bark Phone, it is intended that you will be routed to the general telephone number for the PSAP or local emergency service provider (which may not be answered outside business hours in some areas), and may not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. Bark Wireless Service relies on third parties for

the forwarding of underlying routing information, and Bark and its third-party provider(s) therefore disclaim any and all liability or responsibility in the event such information or routing is incorrect. If you notice that the location information identified in your contract or bill is inaccurate, you can correct your service address by updating your account preferences at help@bark.us.

THE BARK WIRELESS SERVICE WI-FI 911 SERVICE CALLS MAY NOT COMPLETE OR MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST IF YOU DISABLE, DAMAGE OR MOVE THE EQUIPMENT TO A LOCATION OTHER THAN THE SERVICE ADDRESS YOU PROVIDED BARK WHEN SERVICE WAS INITIATED. You acknowledge and understand that 911 and E911 does not function if you move your Bark Phone to a different street address, unless and until you have notified Bark of any such change in your Registered Address. You also acknowledge that it may take up to 2 hours for any change in address to be processed. Accordingly, you should notify Bark in advance of any and all changes to your Registered Address. Failure to provide the current and correct physical address and location of your Bark Phone may result in any 911 call you make being routed to the incorrect local emergency service provider and emergency personnel being dispatched to the incorrect location. If you wish to move to a new service address or report damage to your Bark Phone, please update your account preferences at help@bark.us.

EMERGENCY PERSONNEL MAY NOT BE ABLE TO IDENTIFY YOUR PHONE NUMBER IN ORDER TO CALL YOU BACK. You understand and acknowledge that it may not be possible for the Public Safety Answering Point (PSAP) and the local emergency personnel to identify your phone number when you dial 911 using the Bark Wireless Service Wi-Fi 911 Service. The Bark Wireless Service system is configured in most instances to send the automated number identification information; however, one or more telephone companies route the traffic to the PSAP. The PSAP itself must be able to receive the information and pass it along properly, and the PSAPs may not be technically capable of doing so on a consistent basis. You acknowledge and understand that PSAP and emergency personnel may not be able to identify your phone number in order to call you back if the call cannot be completed, is dropped or disconnected, or if you are physically unable to tell them your phone number, and/or if your Bark Wireless Service Wi-Fi 911 Service is not operational for any reason other than suspension of service.

EMERGENCY PERSONNEL MAY NOT BE ABLE TO IDENTIFY YOUR ADDRESS IF YOU USE YOUR EQUIPMENT AT AN ADDRESS OTHER THAN YOUR REGISTERED ADDRESS. Unless and until it is technically feasible to automatically transmit the address from which a 911 and E911 call originates, you must be able to state your location and the nature of your emergency if you use your Bark Wireless Service Wi-Fi calling service to call 911 from any address other than your Registered Address as PSAP and emergency personnel will NOT have your address information. You acknowledge and understand that PSAP and emergency personnel will not be able to find your location if the call cannot be completed, is dropped or disconnected, if you are physically unable to tell them your location, or if the service is not operational for any reason other than suspension of service.

THE BARK WIRELESS SERVICE WI-FI 911 SERVICE CALLS MAY BE DELAYED OR DROPPED DUE TO NETWORK ARCHITECTURE. You understand and acknowledge that, due to technical constraints, there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made utilizing your Bark Wireless Service Wi-Fi calling service as compared to traditional 911 dialing over traditional public telephone networks. You acknowledge and understand that a 911 call from your Bark Phone will be routed to the general telephone number for the local emergency service provider (which may not be answered outside business hours in some areas), and will not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls at such local provider's facilities where such calls are routed using traditional 911 dialing. You acknowledge and understand that there may be a greater possibility that the general telephone number for the local service provider will produce a busy signal or will take longer to answer, as compared to those 911 calls routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing.

IN ADDITION, YOU SHOULD MAINTAIN ALTERNATE MEANS OF CONTACTING 911 and E911 SERVICES. You acknowledge that the Bark Wireless Service does not offer primary line or lifeline services. You should always have an alternative means of accessing emergency response services using traditional 911 or other emergency notification services!