

Last modified: September 28, 2016

**BY ACCESSING OR USING THE VRS SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND AGREE TO USE THE VRS SERVICES IN ACCORDANCE WITH THEM. IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT PERMITTED TO ACCESS OR USE THE VRS SERVICES.**

## **INTRODUCTION**

Welcome to SRV Canada VRS, a video relay service made available in Canada by the Canadian Administrator of VRS (CAV), Inc. and its service providers, suppliers, and licensors (“**CAV**”). By using the video relay service and any related services and software made available by CAV (“**VRS Services**”), you agree to be bound by these terms and conditions and any other additional or alternative terms, conditions, rules, and policies displayed on the [www.srvcanadavrs.ca](http://www.srvcanadavrs.ca) website or to which you may be directed, all as may be modified by CAV from time to time (the “**Terms and Conditions**”). References to “**you**” and “**your**” are to you and anyone who uses the VRS Services through your registered account. References to “**we**”, “**us**” and “**our**” are to CAV.

## **AVAILABILITY AND ACCESS**

To access the VRS Services, you must register and comply with the Technical Requirements, as described below. Only Canadian citizens and residents of Canada who (a) are Deaf, hard of hearing, or speech impaired, and (b) use American Sign Language and/or Langue des signes québécoise are eligible to register for the VRS Services.

The VRS Services, including access to 9-1-1 services, are only available during the hours of operation specified on the [www.srvcanadavrs.ca](http://www.srvcanadavrs.ca) website.

You may use the VRS Services outside of Canada. However, 9-1-1 services are only available in Canada.

You will be able to make calls using the VRS Services to any 10-digit number in Canada and telephone numbers associated with most locations in the U.S.A. without charge. International calls, calls to certain locations in the U.S.A. (e.g., Hawaii and Alaska), and other calls that cost money over and above the cost of the call (e.g. calls to 1-900 telephone numbers) that are made through the VRS Services will require you to use a third party billing service to complete the calls. We may block your access to certain telephone numbers (e.g. telephone numbers for adult services) in our sole discretion. The VRS Services do not include any directory assistance services (e.g. 411).

You should consult the [www.srvcanadavrs.ca](http://www.srvcanadavrs.ca) website for detailed information about the VRS Services.

## **REGISTRATION, ACCOUNTS AND PASSWORDS**

Should you choose to register for the VRS Services, you certify that you are (or, if applicable, the minor whom you are registering is) a Canadian citizen or resident of Canada who is Deaf, hard of hearing, or speech impaired, and you agree to provide accurate and current information about yourself (or, if applicable, the minor whom you are registering), and to promptly update such information to ensure that it is kept accurate and complete.

You agree to be responsible for: (a) maintaining the confidentiality of any passwords or other account identifiers that you choose or are assigned; (b) all activities that occur under your password or account; and (c) where you have registered a minor to use the VRS Services: (i) the conduct of the minor, (ii) controlling the minor’s access to and use of the VRS Services, and (iii) the consequences of

any misuse by the minor.

Further, you agree to immediately notify us of any unauthorized use of your password or account, whether known or suspected. We will not be responsible or liable, directly or indirectly, in any way for any loss or damage resulting from, or in connection with, your failure to comply with this Section.

## **TELEPHONE NUMBERS**

You will be assigned a 10-digit telephone number during the registration process. You do not own that telephone number or other identifiers that we may have provided or assigned to you, and we may change any of them if required. We will use commercially reasonable efforts to notify you in advance of any of these changes. We will not be liable for any costs, damages or losses associated with these changes. Your telephone number and other identifiers, including your name, may be automatically displayed to the person called, other carriers, or to us.

## **PRIVACY**

In order to offer you the VRS Services, we may access certain information relating to your use of the VRS Services, as described below in the section titled "Information Access". We are committed to maintaining the accuracy, confidentiality, security and privacy of your information. Any collection, use and/or disclosure of your information by us in connection with your use of any of the VRS Services is governed by our Privacy Policy, which can be accessed at [www.srvcanadavrs.ca](http://www.srvcanadavrs.ca).

Please note, however, that your use of the VRS Services may require your image and/or voice to be transmitted over the Internet. No transmission of information via the Internet is completely secure or confidential, and we cannot eliminate all security risks associated with the transmission of confidential, sensitive or personal information. We do not warrant the security of any data or information that is transmitted through the use of the VRS Services, and you use the VRS Services at your own risk.

To the extent that you use the VRS Services in a manner that results in the transmission of confidential, sensitive or personal information of third parties, you represent and warrant that you have obtained all required consents for the transmission of such information. In addition, you agree to indemnify and hold us harmless from any and all damages, claims, liabilities and associated legal costs resulting from the transmission of such information during your use of the VRS Services.

## **9-1-1 EMERGENCY CALLS**

To make an emergency call, dial "9-1-1" in the CAV application that you use to access the VRS Services. It is very important that you keep your registered location (address) up to date in your profile with us to assist with a prompt response. When you dial "9-1-1", the following is what you can expect:

- your call will be put on high priority and will go to the first available video interpreter; and
- the video interpreter will act as an intermediary between you and the 9-1-1 operator at the nearest public service access point ("PSAP").

Please be aware that there are limitations in 9-1-1 calls made through the VRS Services that may cause a delay in connecting with the nearest PSAP. For this reason, a landline telephone or a TTY remains the safest and most reliable means of accessing an emergency response.

There are limitations and risks of using relay services provided by us to make 9-1-1 emergency calls. Here are some examples of these limitations and risks:

- 911 emergency calling capability is available only during our hours of operation;
- failure to automatically retrieve your registered location information or failure to route your call to the appropriate emergency responder. Additionally, in instances where you are unable to clearly give your address or are unwilling to give your address, we may be unable to connect you to the appropriate emergency personnel; and
- failure or outage to your equipment, software and/or any facilities necessary to place or sustain a 9-1-1 call through the VRS Services.

Please see the section below titled “Waiver of Liability for 9-1-1 Emergency Calls” for our disclaimers of liability relating to 9-1-1 calls.

## **MODIFICATIONS**

Subject to applicable law, we may, in our discretion, modify these Terms and Conditions at any time without incurring any liability or obligation whatsoever to you or any other person or entity. If we do this, we will, where feasible, post the changes to these Terms and Conditions at least thirty (30) days before the modification comes into effect, and will indicate at the top of this page the date these Terms and Conditions were last modified.

In addition, we will provide you notice using email and/or your mailing address, or any other contact information we have for you, in our discretion, and setting out the new or modified clause(s) and how it/they read formerly, and the date on which the change will come into effect. You may refuse the modification and cancel your registration/use of the VRS Services by providing us with written notice to that effect before, or no later than thirty (30) days after, the modification comes into force. To the fullest extent permitted by applicable law, your continued access to and/or use of the VRS Service after the date specified in such notice constitutes your full acceptance of, and agreement to be legally bound by, these Terms and Conditions, as modified.

Subject to our right to make modifications, no other statements (written or verbal) will change these Terms and Conditions. You may not make any changes to these Terms and Conditions.

## **TECHNICAL REQUIREMENTS; VRS SERVICE UPDATES**

Your use of the VRS Services will require your device to be connected to the Internet. You may choose to access the VRS Services using a mobile service. You are solely responsible for the cost and maintenance of the Internet or mobile connection, including any data usage, roaming or other charges that you incur. You acknowledge that audio and viewing quality may vary depending on the quality of your Internet or mobile connection and equipment. Further, you acknowledge that, from time to time, you may be unable to access the VRS Services or you may experience video and/or audio re-buffering or drop-outs.

Your use of the VRS Services is subject to certain minimum technical requirements (the “**Technical Requirements**”) described on the [www.srvcanadavrs.ca](http://www.srvcanadavrs.ca) website. It is your responsibility to ensure that you have access to the hardware and/or software required to access and use the VRS Services. We may change or stop support of any hardware or software at any time. Any such change or cessation of support will be addressed in the Technical Requirements. We may change the Technical Requirements from time to time at our discretion and, unless we specify otherwise, you are responsible for updating or maintaining your devices, Internet or mobile connection, and hardware and software as necessary to meet the Technical Requirements.

We may choose to make available updates, upgrades or other changes or enhancements to the VRS Services ("**Service Updates**"). Service Updates may be: (a) optional, in which case you will receive information and instructions to authorize Service Updates; or (b) mandatory, in which case you must accept the Service Update for continued access to the VRS Services. In addition, we may test features and functions of the VRS Services, including user interfaces and service levels. By using the VRS Services, you agree that we may include or exclude you from these tests without notice.

## **FAIR USAGE POLICIES**

In addition to any terms, conditions, rules, and policies which may be displayed on the [www.srvcanadavrs.ca](http://www.srvcanadavrs.ca) website, you agree that you will:

- not violate any applicable laws or these Terms and Conditions when using the VRS Services, and you acknowledge that we may investigate any violations of law and may cooperate with law enforcement authorities in prosecuting users in this regard;
- not use the VRS Services in ways that interfere with our ability to provide the VRS Services to other individuals;
- not use the VRS Services to speak with a hearing party who is in the same room as you (excluding 9-1-1 calls where emergency personnel may be in the same room as you or where there may no longer be a 9-1-1 operator on the call);
- not engage in communications or conduct of an illegal, abusive, annoying or offensive nature when using the VRS Services and not allow others to access your account to do so. This may include indecent, obscene, unlawful, fraudulent, threatening, harassing or prank calls, the commission or encouragement of a criminal offence, stalking, harassment, spamming, disrupting or interfering with the Internet or any network, computer or other devices, transmission of a virus or other harmful component, collecting or storing personal data about other users, defamation, intellectual property infringement, or interference with other CAV users' services;
- not threaten or harass any video interpreter or record the voice, image or likeness of any video interpreter in any way;
- not violate or breach the security of the VRS Services, our website, network, software or any computer or equipment used by us; and
- not re-distribute, sell, de-compile, reverse engineer, disassemble, or otherwise reduce any software forming part of the VRS Services to a human-readable form.

## **MONITORING**

You acknowledge that we have no obligation to monitor any of the VRS Services. However, you agree that we can monitor the VRS Services electronically from time to time, and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate any of the VRS Services properly, or to protect us or our users in accordance with the Privacy Policy.

## **INFORMATION ACCESS**

The VRS Services may provide us with limited access to your computer and/or other electronic device to provide us with information related to your use of the VRS Services, including the time and duration of your calls, completion status, source telephone number, destination telephone number, and general

information regarding your device (such as a unique device identifier, your operating system, existing software, amount of available storage space and connectivity, and your interaction with the VRS Services). This information will enable us to help you use the VRS Services more effectively, enforce these Terms and Conditions, and otherwise help us to enhance and improve the VRS Services. Any personal information obtained by us will be treated in accordance with our Privacy Policy.

## **INTELLECTUAL PROPERTY**

Provided you continue to have a valid and active account for the VRS Services, you are hereby granted a limited, non-exclusive and non-transferable right and license to use, access and/or install the VRS Services through your registered account solely for your use. Except for this limited license, no right, title or interest will be transferred to you. The VRS Services are the property of their respective owners and are protected by copyright, trademark, patent, and other rights. You acknowledge and agree that you have no ownership rights in the VRS Services, and you only have a limited license to access and use the VRS Services.

## **TERMINATION**

You acknowledge and agree that we may, in our discretion and without notice to you, suspend or terminate your account or your use of any of the VRS Services for any reason, including where we believe that you have violated any of these Terms and Conditions. We will not be liable to you or to any other person as a result of any such suspension or termination. If you are dissatisfied with any of the VRS Services or with any terms, conditions, rules, policies, guidelines, or practices of CAV in operating any of the VRS Services, your sole and exclusive remedy is to discontinue using the VRS Services.

## **WAIVER OF LIABILITY FOR 9-1-1 EMERGENCY CALLS**

To the fullest extent permissible pursuant to applicable law, we disclaim liability for any and all personal injury, property damage, or death arising out of or related to use of the VRS Services to make a 9-1-1 emergency call, or the provision of any service incidental to or in association with such a 9-1-1 emergency call, including but not limited to an error, act or omission involving (1) the development, design, installation, operation, maintenance, performance, or provision of equipment or facilities that enables you to use the VRS Services, or any services provided in conjunction with a 9-1-1 emergency call, or any other services provided to assist you with your emergency; (2) any failure on your part to provide an accurate and up-to-date registered location, or arising from any failure on your part to update your registered location in a timely manner; (3) misinterpretation, mistakes, interruptions, delays, transmission errors, network outages, failures, defects, technical difficulties, natural occurrences (also known as “acts of God”), or other occurrences regardless of source, that may arise in the course of transmitting or handling 9-1-1 emergency calls or providing emergency services; and (4) release to a PSAP, designated 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 9-1-1 emergency calls or the provision of emergency services.

## **DISCLAIMER OF WARRANTIES**

YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, THE ABSENCE OF

VIRUSES, OR THE CORRECTNESS, ACCURACY, QUALITY OR RELIABILITY OF THE INTERPRETATION SERVICES. IN ADDITION, WE DO NOT WARRANT THAT THE SERVICES WILL BE NON-INFRINGEMENT, UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, OR THAT DEFECTS WILL BE FOUND OR CORRECTED. WE ALSO PROVIDE NO REPRESENTATION, WARRANTY OR CONDITION REGARDING THE ACCURACY, TIMELINESS, AUTHENTICITY, COMPLETENESS OR RELIABILITY OF THE SERVICES.

## **INDEMNIFICATION**

You agree to defend, indemnify and hold harmless each of CAV and its service providers, suppliers, and licensors, and each of their respective officers, directors, employees and agents, including all third parties mentioned on, or included in, the VRS Services, from and against any and all claims, liability, losses, actions, proceedings, suits, damages, settlements, penalties, fines, costs, or demands, including without limitation reasonable legal and accounting fees, resulting from or related to: (a) your breach of any provision of these Terms and Conditions; (b) your use of the VRS Services; or (c) your violation, alleged violation or misappropriation of any intellectual property right.

You must use your best efforts to cooperate with us in the defence of any claim. We may, at our own expense, assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

## **LIMITATION OF LIABILITY**

**NOT APPLICABLE TO RESIDENTS OF QUEBEC:** TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CAV DISCLAIMS ALL LIABILITY WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. CAV DOES NOT ACCEPT ANY LIABILITY FOR ANY LOSS OR DAMAGE, INCLUDING DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, RESULTING FROM OR IN CONNECTION WITH: (A) ANY USE OF, OR INABILITY TO USE, THE SERVICES OR OTHER MATERIALS IN OR ASSOCIATED WITH THE SERVICES; (B) ANY UNAUTHORIZED ACCESS TO YOUR ACCOUNT OR ASSOCIATED PROFILES; OR (C) ANY OTHER MATTER RELATING TO THE SERVICES OR OTHER MATERIALS IN OR ASSOCIATED WITH THE SERVICES, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF CAV HAS BEEN ADVISED OF, OR COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITATION, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IF ANY SUCH LOSS OR DAMAGE OCCURS.

**APPLICABLE ONLY TO RESIDENTS OF QUEBEC:** EXCEPT FOR DAMAGES RESULTING FROM CAV'S OWN ACTS AND TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CAV WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, RESULTING FROM OR IN CONNECTION WITH: (A) ANY USE OF, OR INABILITY TO USE, THE SERVICES OR OTHER MATERIALS IN OR ASSOCIATED WITH THE SERVICES; (B) ANY UNAUTHORIZED ACCESS TO YOUR ACCOUNT OR ASSOCIATED PROFILES; OR (C) ANY OTHER MATTER RELATING TO THE SERVICES OR OTHER MATERIALS IN OR ASSOCIATED WITH THE SERVICES. WITHOUT LIMITATION, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IF ANY SUCH LOSS OR DAMAGE OCCURS.

**ACKNOWLEDGEMENT:** You expressly acknowledge that in making the VRS Services available to you, we rely on the limitations and exclusions of liability and the disclaimers set forth in these Terms

and Conditions, and that these form an essential basis of the bargain between you and us. You expressly agree that the limitations and exclusions of liability and the disclaimers set out in these Terms and Conditions will survive, and, subject to applicable laws, continue to apply in the case of, a fundamental breach or breaches, the failure of essential purpose of contract, the failure of any exclusive remedy or termination of these Terms and Conditions.

## **GOVERNING LAW AND JURISDICTION**

If you are not a resident of Quebec, these Terms and Conditions will be interpreted, construed and governed by the laws in force in the Province of Ontario, Canada, without reference to its conflict of laws principles. You agree to submit to the exclusive jurisdiction of the courts of the Province of Ontario and to waive any objections based upon venue.

If you are a resident of Quebec, these Terms and Conditions will be interpreted, construed and governed by the laws in force in the Province of Quebec, Canada, without reference to its conflict of laws principles. You agree to submit to the exclusive jurisdiction of the courts of the Province of Quebec and to waive any objections based upon venue.

## **ELECTRONIC COMMUNICATIONS**

When you visit [www.srvcanadavrs.ca](http://www.srvcanadavrs.ca) or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that these communications be in writing.

## **GENERAL PROVISIONS**

These Terms and Conditions are personal to you, and you may not assign your rights or obligations to anyone. Our failure to insist upon or enforce strict performance of any right or provision of these Terms and Conditions, or waiver of any breach of any provision of these Terms and Conditions by us, will not constitute or be construed as a waiver of any right or provision. If any provision of these Terms and Conditions is unlawful, void, or for any reason unenforceable, then that provision is deemed severable from these Terms and Conditions and will not affect the validity and enforceability of any remaining provisions. These Terms and Conditions, our Privacy Policy, and the Technical Requirements constitute the entire agreement between you and us relating to the access and use of the VRS Services, and will not be modified except by us as set out in these Terms and Conditions. You and we have requested that these Terms and Conditions and all correspondence and all documentation relating to these Terms and Conditions be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.

## **CONTACT US**

If you have comments, questions or complaints about the VRS Services, please contact us through our website ([www.srvcanadavrs.ca](http://www.srvcanadavrs.ca)), through email ([support@srvcanadavrs.ca](mailto:support@srvcanadavrs.ca)), transfer from video interpreter, directly calling 9050 through the VRS Services, or 1-800-958-5856 for hearing people (or for VRS Service users who can dial this number through relay).