

E911 DISCLOSURE, ASSUMPTION OF RISK AND WAIVER

MX12 LLC

Effective Date: May 19, 2026

Company: MX12 LLC, Delaware Limited Liability Company

Website: mirrax12.world

Governing Law: State of Delaware, USA (Delaware Code Title 6)

CRITICALLY IMPORTANT — READ BEFORE ACTIVATING SERVICE

THIS DISCLOSURE CONTAINS MATERIAL LIMITATIONS ON 911 EMERGENCY CALLING FUNCTIONALITY. ACTIVATING THE SERVICE, CLICKING "I AGREE", OR USING MX12 VoIP/SIP SERVICES CONSTITUTES UNCONDITIONAL ACCEPTANCE OF ALL TERMS.

IF YOU DO NOT ACCEPT THESE TERMS — DO NOT ACTIVATE THE SERVICE.

1. REGULATORY BASIS

1.1 This disclosure is provided pursuant to the requirements of: 47 C.F.R. § 9.5 (FCC — interconnected VoIP E911 requirements); Kari's Law (47 U.S.C. § 1471) — direct 911 dialing without access code; RAY BAUM'S Act (47 U.S.C. § 1472) — dispatchable location transmission; Delaware Emergency 911 System Act — State of Delaware requirements; FCC First Report and Order, WC Docket No. 04-36 — baseline VoIP E911 requirements; FCC Second Report and Order — user notification requirements.

1.2 MX12 provides internet telephony (VoIP/SIP) with 911 calling capability. Such services are not traditional landline telephone service and have technological limitations described in this disclosure.

1.3 MX12 uses VoIP primarily as a client communication and support tool. When providing VoIP numbers to the Client for end users, all FCC requirements applicable to interconnected VoIP providers apply.

1.4 Aggregator Role. MX12 is a telecommunications services aggregator and relies on the infrastructure of Underlying Carriers, including Zadarma and other providers. The quality and availability of E911 is partially

determined by the infrastructure of these carriers, which MX12 does not directly control.

2. 911 SERVICE LIMITATIONS

2.1 MX12 does not guarantee the ability to connect to 911 at any time.

2.2 A 911 call via VoIP may: fail to connect; connect with delay; be routed to a non-nearest PSAP; transmit incorrect or absent location information; be interrupted due to technical failure; be unavailable upon Underlying Carrier failure.

2.3 Dispatchable location transmission depends exclusively on data registered by the Client and may not correspond to the user's actual location.

2.4 Comparison with Traditional Service:

Characteristic	Traditional Service	MX12 VoIP/SIP
Availability without internet	Yes	No
Availability without electricity	Often yes	No
Automatic address detection	Yes	Registered address only
Guaranteed routing	Yes	Not guaranteed
Operation while mobile	Yes	Limited
Independence from Underlying Carrier	Yes	No

3. TECHNICAL DEPENDENCIES

3.1 E911 functionality via VoIP depends on: stable internet connection; uninterrupted power supply; Client equipment operability; Underlying Carrier infrastructure (Zadarma and others); accuracy of registered address; MX12 server availability; PSTN network availability at Client's location.

3.2 In the absence of internet, electricity, upon technical failure, or Underlying Carrier failure — 911 calling via VoIP is impossible. The Client must ensure alternative emergency communication means.

3.3 Underlying Carrier Dependency. MX12 routes 911 calls through upstream telecommunications carriers. Routing, connection quality, and PSAP availability ultimately depend on the infrastructure of these carriers and public switched telephone networks (PSTN). MX12 is not liable for failures on the part of Underlying Carriers or PSTN.

3.4 MSAG Verification. MX12 verifies Client registered addresses against the MSAG (Master Street Address Guide) database to ensure correct emergency call routing. If address verification fails, MX12 may block outbound calls (except 911 calls) until the discrepancy is resolved.

4. ADDRESS REGISTRATION AND UPDATE OBLIGATION

4.1 Prior to service activation, the Client must register an accurate physical address (dispatchable location) for each VoIP number in accordance with RAY BAUM'S Act. The address must be entered through the structured registration form in the Client's personal account at mirrax12.world, which includes the following mandatory fields: Street Number; Street Name; Unit/Suite (if applicable); City; State; ZIP Code; Country. A free-text address entered through any other channel (chat, email, messenger) is not considered registered and does not activate E911 routing.

4.2 Mandatory Prior Update. The Client must update the address **prior to** physically relocating equipment or commencing use of the service at a new location. Use of VoIP at a new address before receiving written confirmation from MX12 that the MSAG database has been updated is **strictly prohibited**. The Client may not use VoIP services at the new location until MX12 confirms the update in writing.

If prior update is not possible due to emergency circumstances — the Client must: immediately cease use of VoIP upon arrival at the new location; submit an address update request through the personal account or by email to **[support email]** with the subject line "**E911 Address Update**"; await MX12's written confirmation before resuming use of VoIP at the new location. In such cases, the Client must use a mobile phone or traditional telephone line for all emergency calls until confirmation is received.

4.3 Until the address is updated, emergency calls are routed to the previously registered address. The Client bears full responsibility for the consequences of using the service at an unregistered address.

4.4 MX12 sends the Client written confirmation of address update within four (4) business hours. If confirmation is not received, the Client must immediately resubmit the request.

4.5 Address Validation. MX12 uses automated address verification systems. If the address provided by the Client does not pass verification against government emergency services databases, MX12 may suspend outbound calling (except 911 calls, which will be routed via the best available vector without accuracy guarantee) until correct data is provided.

4.6 MX12 is not liable for consequences caused by: failure to provide an address; use of the service prior to address update upon relocation; untimely updates; errors in Client-provided data; use outside the registered location.

5. NOMADIC USE

5.1 When using VoIP outside the registered address, correct dispatchable location transmission to the PSAP is not guaranteed.

5.2 MX12 may restrict or suspend the service upon detection of systematic nomadic use without address updates.

5.3 The Client assumes full risk of nomadic VoIP use and must ensure alternative emergency communication means when mobile.

5.4 When using VoIP nomadically, the Client must personally inform the 911 dispatcher of their actual location — as the automatically transmitted address may be incorrect.

5.5 Remote Employees. If the Client's end users work remotely (from home, co-working spaces, or other locations outside the registered office address), the risk of nomadic use increases significantly. For remote employees, the Client is **obligated** to ensure that each remote employee: has an active mobile phone for emergency calls at all times; is informed in writing that VoIP cannot be used as the primary emergency communication method when working outside the registered address; updates the address in the personal account before using VoIP at any new location. Failure to ensure

these conditions transfers full liability for emergency call failures to the Client.

6. END USER NOTIFICATION OBLIGATION

6.1 Pursuant to FCC requirements and Kari's Law, the Client must: notify all employees, contractors, and end users of E911 limitations prior to equipment use; place written notice directly on or adjacent to each VoIP device; ensure the availability of an alternative emergency calling means at each workstation; document user notification and retain documentation for no less than three (3) years.

6.1.1 Provision of Materials. MX12 provides the Client electronically (PDF) with an FCC-approved warning label template upon service activation. The Client confirms that it will print and place these labels on all physical IP phones, as well as as an on-screen notification or physical label on laptops where VoIP calling software (Softphones) is installed.

6.1.2 Placement Confirmation. Upon Company request, the Client must provide photographic evidence of warning label placement at employee workstations within **forty-eight (48) hours** of the request.

6.2 Failure by MX12 to provide a template does not release the Client from the obligation to post notice — in such case the Client uses the text of Section 6.3.

6.3 Recommended Notice Text for Device Placement:

"WARNING: This device uses VoIP service. 911 calling may be unavailable without internet or electricity. If the device is relocated, update your address with the provider. In an emergency, use a mobile phone or traditional telephone line."

6.4 Failure to fulfill notification obligations transfers full liability for consequences to the Client.

7. ALTERNATIVE COMMUNICATION MEANS

MX12 strongly recommends the Client ensure at each workstation: a mobile phone with an active SIM card; a traditional landline (POTS) at at least one location; an uninterruptible power supply (UPS) for critical equipment; a current list of local emergency service numbers.

Availability of alternative communication means is the Client's **obligation**, not an option.

8. ASSUMPTION OF RISK

The Client expressly, knowingly, and unconditionally confirms that: it understands the differences between VoIP and traditional service with respect to E911; it is aware of E911's dependency on Underlying Carriers and PSTN; it is aware of the possibility of failure, delay, or incorrect routing; it assumes the risk of using VoIP at an unregistered address; it commits to using alternative emergency communication means; it has been informed of FCC requirements, Kari's Law, and RAY BAUM'S Act; it understands that it must update the address prior to relocating equipment; it has been informed of the special risks associated with remote employee use of VoIP.

9. LIMITATION OF LIABILITY

9.1 To the maximum extent permitted by law, MX12, its members, employees, contractors, and affiliates are not liable for: failure to connect to 911; delay or interruption of connection; incorrect routing; incorrect or absent address transmission; PSAP actions or omissions; harm to life, health, or property resulting from E911 limitations; any direct, indirect, special, punitive, or consequential damages.

9.2 Underlying Carriers. The Client acknowledges that MX12 is a services aggregator and relies on the infrastructure of Underlying Carriers. MX12 is not liable for failures occurring on the part of such carriers, in public switched telephone networks (PSTN), or due to actions of third parties in the 911 call transmission chain.

9.3 Aggregate Limit. MX12's aggregate liability for E911-related claims is limited to the amount of Compensation for the three (3) calendar months preceding the event. The limit is consistent with the MSA and Terms of Service.

9.4 Upstream Network Dependency. The Client acknowledges that MX12 is an aggregator (reseller/interconnected VoIP provider) and relies entirely on the technical infrastructure of Underlying Carriers (including Zadarma and others) and public switched telephone networks (PSTN). MX12 is not liable for routing errors, delays, or failures occurring at switching nodes not

belonging to MX12, or due to PSAP (dispatch center) equipment malfunction.

9.5 Nothing in this Section limits MX12's liability for direct intent or gross negligence to the extent such limitation is prohibited by applicable law.

10. WAIVER OF CLAIMS AND RELEASE

10.1 The Client: waives claims against MX12 based on negligence in connection with E911, except for MX12's direct intent or gross negligence; agrees not to bring class action claims in connection with E911; releases MX12 from third-party claims arising from the Client's failure to fulfill its obligations under this disclosure; agrees to indemnify MX12 for all losses, penalties, and legal costs arising from the Client's fault.

10.2 This waiver does not extend to mandatory rights of data subjects from the EU, UK, Canada, and Australia.

11. ACKNOWLEDGMENT OF RECEIPT

11.1 The Client confirms that: it has received, read, and understood this disclosure; it had the opportunity to obtain legal advice; it accepts this disclosure voluntarily and knowingly; it commits to placing warning labels on all VoIP devices.

11.2 Acceptance of this disclosure is recorded by: an electronic record with date, time, and IP address; or the signature of the Client's authorized representative.

11.3 API Key Confirmation. The Client confirms receipt of API keys and access credentials for VoIP services by acknowledging this disclosure. Acceptance of this disclosure serves as electronic confirmation of receipt of access credentials.

11.4 Annual Reminder. Pursuant to FCC requirements, the Client agrees to receive an annual reminder of E911 limitations by email from MX12. MX12 sends such reminder no less than once per year to the Client's registered email address. The Client is obligated to communicate the content of this reminder to all current end users.

11.5 MX12 retains records of disclosure acceptance for the term of the agreement plus five (5) years pursuant to FCC requirements.

12. OFFICE RELOCATION PROCEDURE

12.1 In the event of Client office relocation, the Client must: notify MX12 of the upcoming relocation no less than **five (5) business days** prior to the move; submit a new address through the structured form in the personal account; receive written confirmation from MX12 of MSAG verification of the new address; not use VoIP at the new address until written confirmation is received.

12.2 VoIP use during the transition period between addresses is carried out exclusively at the Client's risk. The Client must ensure alternative emergency communication means for the entire transition period.

12.3 The Client is prohibited from subleasing or transferring VoIP numbers to third parties without MX12's prior written consent. Unauthorized transfer of numbers relieves MX12 of all E911 obligations with respect to such numbers.

13. NO THIRD-PARTY RIGHTS

This disclosure does not create rights in favor of third parties unless otherwise provided by applicable mandatory law.

14. SEVERABILITY

If any provision is found to be invalid — it is modified to the minimum extent necessary. Remaining provisions retain full legal force.

15. ARBITRATION AND DISPUTE RESOLUTION

15.1 Pre-Dispute Period. Prior to arbitration, the Parties send written notice of the dispute and allow thirty (30) days for voluntary resolution.

15.2 All unresolved disputes — mandatory individual arbitration under AAA rules. Venue — Wilmington, Delaware. Governing law — Delaware Code Title 6.

15.3 The Parties waive jury trial and class actions.

15.4 Statute of limitations — one (1) year from the date the cause of action arises.

15.5 This Section does not limit mandatory rights of data subjects in their jurisdiction.

16. ELECTRONIC ACCEPTANCE

Service activation, clicking "I Agree", or actual use of MX12 VoIP/SIP services constitutes legally binding acceptance pursuant to the Delaware Electronic Transactions Act (6 Del. C. § 12A-101 et seq.) and E-SIGN Act (15 U.S.C. § 7001 et seq.).