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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.5 Limitations

2.5.1 Service is offered subject to the availability of facilities and the provisions of this tariff.

2.5.2 The Company's liability hereunder shall be limited to credit allowances for service outages as set forth in Section 2.11 of this Tariff. In no event shall the Company be liable to the Customer or any third party for any consequential, indirect, special, incidental, punitive or similar damages, including without limitation, any loss of profit or revenue arising from or related in any manner to service outages whether or not the Company is aware of the possibility of such damages.

2.5.3 Except as set forth in this Tariff, the Company makes no other, and expressly disclaims all, warranties or representations, either express or implied, concerning the service or any content received via the service and expressly disclaims warranties of fitness for a particular use or purpose, the warranty of merchantability and any other warranty implied by law.

2.5.4 The foregoing limitations shall include, but are not limited to:

- A. availability or performance of any systems or related facilities under the control of or provided by other entities, even if the Company acted as agent in arranging such facilities or service;
- B. content of information passing through its network, including the accuracy or quality of such information;
- C. unlawful or unauthorized use of the Company's facilities or Service;
- D. breach of the privacy or security of communications transmitted over the Company's facilities;