

**XAND CLEC, LLC**  
**NY P.S.C. Tariff No. 1 - Telephone**  
**Initial Effective Date: October 31, 2012**

**Leaf No. 33**  
**Revision: 0**  
**Superseding Revision:**

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**3. RULES AND REGULATION (CONT'D)**

**3.3 Liability of the Company. (Cont'd)**

**3.3.7. Unauthorized Use.** The Company shall not be liable for any damages, including Usage Charges, that the Customer may incur as a result of the unauthorized use of Customer-Provided Equipment. The unauthorized use of Customer-Provided Equipment includes, but is not limited to, the placement of Calls from the Customer Premises and the placement of Calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network Services without the authorization of the Customer. The Customer is responsible for controlling access to, and use of, its own communications equipment, and shall be fully liable for all such charges.

**3.3.8. Explosive Atmosphere.** The Company does not guarantee or make any warranty with respect to the Services or the installation thereof at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such Service or installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party for any personal injury to, or death any person or persons and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of the Services at such location.

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**Issued By: President, 11 Skyline Drive, Hawthorne, NY 10532**