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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

## 2.4 Assignment or Transfer

The Customer may not transfer or assign the use of service offered by the Company without the express prior written consent of the Company. Such transfer or assignment may only be allowed where there is no interruption of the use or in the location of service. When the Company consents to a transfer of assignment, all terms and conditions contained in this tariff, as well as all conditions of service, shall apply to all such permitted transferees or assignees and the assignor or transferor shall remain jointly and severably liable therefore.

## 2.5 Limitation of Liabilities

2.5.1 Except in cases of gross negligence or willful misconduct by the Company, the liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) for the period during which such error, mistake, omission, interruption or delay occurs.

2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, but not limited to, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

2.5.3 When the services or facilities of other common carriers or other service providers are used separately or in conjunction with the Company's services, facilities or equipment in establishing connection to points not reached by the Company's services, facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers, or other service providers, or their respective agents, servants or employees.