

## Digipath Digital Service

**3. General Regulations**  
**3.3 Responsibility of the Telephone Company**

<b>3.3.1 Liability</b>	
<b>E.</b> (Continued)	
<b>3.</b>	All other claims arising out of any act of omission of the customer or user in connection with the facilities provided by the Telephone Company.
<b>F.</b>	The Telephone Company does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The customer or user indemnifies and holds the Telephone 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 user or by any other party or persons, for any personal injury to or death of 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 said equipment so provided. The Telephone Company will require each customer to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.
<b>G.</b>	The Telephone Company is not liable for any defacement of or damage to the premises of a customer (or user) resulting from the furnishing of facilities or the attachment of the instruments, apparatus and associated wiring furnished by the Telephone Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Telephone Company.

<b>3.3.2 Provision of Facilities</b>	
<b>A.</b>	The Telephone Company will provide all facilities necessary for provision of DDS, except that the customer, authorized user or joint user will provide his own terminal equipment or communications system for use with such service as specified in this tariff.