
OPERATOR SERVICES TARIFF

2. TERMS AND CONDITIONS

2.4 LIABILITY OF THE COMPANY (Cont'd)

- D. The Company shall not be liable for any personal injury, or death of any person or person, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its operator assisted services, whatever shall be the cause and whether negligent or otherwise.
- E. The Company shall not be liable for and shall be indemnified and held harmless by any subscriber, user or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any subscriber, user or any other entity for any personal injury to, or death of, any person or person, and for any loss, damage, defacement or destruction of the premises of any subscriber, user or any other entity or any other property whether owned or controlled by the subscriber, user or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the subscriber, user or others or by any installation, operation, failure to cooperate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by the Company which is not the direct result of the Company's negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of the Company.
- F. The Company shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, and any law, order, regulation or other action of any governing authority or agency thereof.