
INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.4 LIABILITY

- A. The Company shall not be liable to Customer or any other person, firm, entity, for any failure to perform its obligations under this Tariff due to any cause or causes beyond its reasonable control, as determined by the Company.
- B. The Company is not liable for any act or omission of the Customer, authorized user, or any other company or companies furnishing a portion of the service. In no event shall the Company or any of its Affiliates be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, addition, or defect in any service, facility or transmission of any person or entity furnishing any portion of the service, facilities, or equipment associated with the service or for damages caused by services, facilities, or equipment furnished by such person or entity.
- C. The Company and any of its Affiliates shall be indemnified and held harmless by Customers against any claim or loss, expense or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion of privacy, infringement of a copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary right, or any other injury to any person, property, or entity arising out of the material, data, information, or other content revealed to, used, or transmitted by the Company.
- D. The Company and any of its Affiliates shall not be liable for any defacement of or damages to the premises of a Customer or authorized user resulting from the furnishing of service which is not the direct result of the Company's negligence.
- E. The Company is not liable for any defacement of or damage to the premises of a Customer resulting from the furnishing of services or the attachment of instruments, apparatus, and associated wiring furnished by the Company on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the direct result of the Company's negligence.