

- 2.2.2 The liability of the Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to, mistakes, omissions, interruptions, delays, errors, defects, or representations, whether caused by acts or omissions, shall be limited to the lesser of \$500 or, in the event of failure of Service, to the extension of allowances for interruption as set forth herein. The extension of such allowances for interruptions shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer or End User as a result of any Company Service, equipment or facilities, or the acts or omissions or negligence of the Company, its employees or agents.
- 2.2.3 With respect to Telecommunications Relay Service, any Service provided by Company which involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of Company or any connecting Carriers, the Company's liability for the interruption or failure of the Service shall not exceed an amount equal to the Company's charge for a one minute call to the called Station at the time the affected call was made.
- 2.2.4 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than four (4) years after the Service is rendered.
- 2.2.5 The Company makes no warranties or representations with respect to its Service, except those expressly set forth in this Tariff.