

- 3.2.3 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.
- 3.2.4 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 Co-Carrier 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.
- 3.2.5 The Company makes no warranties or representations with respect to its Service, except those expressly set forth in this Tariff.
- 3.2.6 The liability of the Company for errors in billing that result in overpayment by the Co-Carrier shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed. The Company will provide interest on Co-Carrier overpayments that are not refunded within 30 days of the date the Company receives the overpayment.
- 3.2.7 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Co-Carrier or End User, or any third party acting as their agent, to the Company's Network. The Co-Carrier shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.