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Tariff NY PSC NO. 1 Communications
Codetel International Communications, Inc.

Initial Effective Date: August 21, 2004 Superseding Revision: 0

2.3.12 The Customer accepts these terms and conditions by using the Prepaid Calling Card.

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for complying with tariff regulations. The Customer must use the Service offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the Service.
- 2.4.2 The Customer shall indemnify, defend and hold harmless the Company against:
 - 2.4.2.A Claims for libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, arising out of the material, data, information or other content revealed to, transmitted by or used by the Company under this tariff.

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2.4.2.B All other claims including, but without limitation, damage to a business or property, or injury to, or death of, any person arising out of any act or omission of the Customer, or the Customer's agents, in connection with the Service provided under this tariff.

2.5 <u>Cancellation or Interruption of Service</u>

- 2.5.1 Without incurring liability, the Company may discontinue Service to a Customer by suspending the Customer's Prepaid Calling Card:
 - 2.5.1.A For violation of any of the provisions of this tariff, or
 - 2.5.1.B For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's Service, or
 - 2.5.1.C By reason of any order or decision of a court, public service commission or federal regulatory body or other

Issued by: Leopoldo Torres, President

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