

delays, errors, or other defects in transmission occurring during the course of furnishing the Service, shall not exceed an amount equal to the number of Telecom Units expended for the call for the period during which the call was affected and will not include any indirect, special, incidental, consequential, exemplary, or punitive losses or damages under this tariff. Neither the Company, nor its employees, agents, contractors, distributors or any cooperating service provider(s) shall be liable or responsible for theft, loss or unauthorized use of any Prepaid Calling Cards or card numbers. No other liability in any event shall attach to the Company, except as ordered by the Department.

- 2.3.6 The Company, its officers, directors, employees, shareholders, distributors and their respective heirs and assigns, are specifically excused and indemnified, saved and held harmless, by each Customer taking Service under this tariff for any claim of misrepresentation, or errors or omissions made by sales representatives or sales agents.
- 2.3.7 No agent or employee of any other carrier, distributor, or entity, including the Underlying Carrier, shall be deemed to be an agent or employee of the Company.
- 2.3.8 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the Service.
- 2.3.9 All or a portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm, or entity in any respect whatsoever arising out of defect caused by such third parties.
- 2.3.10 The Company makes no express or implied representations or warranties about its Service.
- 2.3.11 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING, BUT WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE.