

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any Service, facility or transmission provided under this tariff, if caused by an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for uncompleted calls except as provided herein.
- 2.3.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer or by any other entity against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information or other content revealed to, transmitted by or used by the Company under this tariff.
- 2.3.4 The Company shall not be liable for, and shall be fully indemnified and held harmless by any Customer or by any other entity from any and all losses, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.5 The Company's liability, resulting in whole or in part from or arising in connection with furnishing of the Service under this tariff, including but not limited to loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the Service, or mistakes, omissions, interruptions,