FiberLinc, LLC   Leaf: 10
P.S.C. Tariff No. 2 – Private Line   Revision: 0
Effective Date: June 29, 2021   Superseding Revision:

Section 2 – GENERAL RULES AND REGULATIONS (Cont'd)

2.3   Use of Facilities and Service (Cont'd)

   2.3.2   Limitations on Liability (Cont'd)

        g.   THE CARRIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

        h.   The limitations of liability set forth herein shall apply to any failure, error, omission, or inaccuracy in the provision of 911 or E-911 service.

   2.3.3   Use of Service

        Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

   2.3.4   Use and Ownership of Equipment

        The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

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