

Matrix Telecom, LLC
d/b/a VarTec Telecom d/b/a Clear Choice Communications
P.S.C. No. 1 – Telephone
Effective: November 5, 2018

Leaf: 14
Revision: 0
Superseding Revision:

INTEREXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS (Cont'd.)

2.3 Carrier Liability (Cont'd.)

- 2.3.3** VT shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special, or consequential damage) for defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, 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, processed, handled, or used by Carrier under this tariff; for connecting, combining, or adapting Carrier's facilities with Customer's apparatus or systems; for any act or omission of the Customer; for any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by the Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Carrier, if not directly caused by negligence of the Carrier; or for failure to provide service.
- 2.3.4** No Agent or Employee of any other carrier shall be deemed to be an Agent or Employee of Carrier, except independent sales agents who may from time to time be employed by another carrier.
- 2.3.5** resulting from the furnishing of service which is not the direct result of Carrier's negligence.