

CenturyLink Communications, LLC  
PSC NO. 1 - TELEPHONE  
Interexchange Services  
Effective Date: July 23, 2015

Section 2  
Leaf 40  
Revision: 0  
Superseding Revision:

## 2. GENERAL REGULATIONS

### 2.4 LIABILITY OF THE COMPANY/LIMITATIONS OF LIABILITY (Cont'd)

- F. The Company and any of its Affiliates shall be indemnified and held harmless by customers against any claim or loss, expense or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion of privacy, infringement of a 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 right, or any other injury to any person, property, or entity arising out of the material, data, information, or other content revealed to, used, or transmitted by the Company.
- G. The Company shall not be liable to customer or any other person, firm, entity, for any failure to perform its obligations under this Tariff due to any cause or causes beyond its reasonable control, as determined by the Company. The Company reserves the right to refuse or discontinue furnishing services when necessitated by conditions beyond its control. Such conditions include, but are not limited to, a customer's having call volume or calling patterns that results, or may result, in network blockage or other service degradation which adversely affects service or other customers of the Company. Neither the Company nor its vendors, suppliers or licensors are liable for any damages arising out of or in connection with any: (A) act or omission by the customer, or by another person or company; (B) providing or failing to provide services, including deficiencies or problems with any equipment, the network or the services; (C) content or information accessed while using the services, such as through the Internet; (D) interruption or failure in accessing or attempting to access emergency services, including through 911, E911 or otherwise; or (E) events due to factors beyond the Company's control, including acts of God (including, without limitation, weather related phenomena, fire or earthquake), war, terrorist attacks, riot, strike, or orders of governmental authorities.
- H. The Company and any of its Affiliates shall not be liable for any defacement of or damages to the premises of a customer or authorized user resulting from the furnishing of service which is not the direct result of the Company's negligence. The Company is not liable for any defacement of or damage to the premises of a customer resulting from the furnishing of services or the attachment of instruments, apparatus, and associated wiring furnished by the Company on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the direct result of the Company's negligence.

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