

ETRALI NORTH AMERICA, LLC
P.S.C. NO 1 TELEPHONE
Effective Date: July 20, 2016

Leaf: 18
Revision: 0
Superseding revision:

2.0 RULES AND REGULATIONS (CONT'D)

2.7 Liabilities of the Company (Continued)

2.7.2 LIMITATION OF WARRANTIES.

COMPANY MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE PROVIDED BY COMPANY OR ANY CARRIER OR THIRD PARTY PROVIDER WHOSE SERVICE WERE ARRANGED FOR AND PROVIDED TO CUSTOMER BY COMPANY, AND COMPANY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.7.3 Limitation of Liability and Remedies

Company's liability for all Claims shall be limited to the lesser of a credit calculated in accordance with the Commission's out-of-service credit rules, if any, or any Customer Contract. Except with respect to such out-of-service credits, Customer's sole remedy for all Claims against Company by Customer shall be limited to the repair or replacement of the Service affected, subject to the Company's additional right to withdraw or terminate Service as set forth in this Tariff.

Issued By: Douglas Kortrey, Vice President and Secretary, Etrali North America, LLC,
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