

Media Three Corporation, Inc.
P.S.C. No. 3 – Access
Effective Date: 11/10/2013

Leaf: 45
Revision 0
Superseding Revision:

ACCESS SERVICE

2. RULES AND REGULATIONS (Cont'd.)

2.13 Undertaking of the Company, (Cont'd.)

2.13.3 Terms and Conditions (Cont'd.)

- D. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.13.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.

Issued By: Paul Butler, Vice President, 254 36th Street, Unit 12 – Suite C304, Brooklyn, NY 11232

Cancelled by supplement No. 1 effective 06/13/2022