

Farmers Independent Telephone Company (FITC) and Grantsburg Telcom (GT) Disclaimers

Content and Liability Disclaimer

FITC and GT use reasonable efforts to include accurate, complete and current information on this site, however, FITC and GT do not warrant that the content herein is accurate, complete, current, or free of technical or typographical errors. It is your responsibility to verify any information before relying on it. FITC and GT reserves the right to make changes and updates to any information contained within this site without prior notice.

Some restrictions apply to products and services. Some products and services are not available in all markets — check with our Service Representative.

Access to, and use of, this site and the content thereof is at the risk of the user. We have provided links to certain other World Wide Web sites solely for your convenience, and FITC and GT is not responsible for the content of any other sites. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature.

FITC and GT MAKE NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

NEITHER FITC or GT NOR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS SITE SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OR ANY DAMAGES WHATSOEVER ARISING OUT OF YOUR ACCESS, USE OR INABILITY TO USE THIS SITE OR ON ANY OTHER HYPERLINKED WEB SITE, OR ANY ERRORS OR OMISSIONS IN THE CONTENT THEREOF.

FITC and GT Liability. The liability of FITC and GT for damages arising out of the furnishing of Services, including but not limited to mistakes, omissions, interruptions, delays, tortuous conduct or errors, or other defects, representations, use of Services or arising out of failure to furnish Services, whether caused by acts of commission or omission, shall be limited to the extension of credit allowances or refunds of sums paid under each applicable Service Order. Extension of such a credit allowance or refund shall be the sole remedy of Customer (or any End User) and the sole liability of FITC and GT. Further FITC and GT shall in no event be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (specifically including-but not limited to-damages for lost profits or lost revenues) a Customer may suffer, whether or not caused by intentional acts, omissions, or any negligence of FITC and GT employees, agents, and regardless of whether FITC and GT has been informed of the possibility or likelihood of such damages.

Indemnification. Customer shall indemnify, defend and hold FITC and GT, and its Officers, Directors, Employees and Agents harmless from any and all claims, loss, damage, expense (including attorney's fees and court costs), or liability (including liability for patent infringement) arising from (1) any claims made against FITC and GT by any End User in connection with the delivery or consumption of Services, (2) use of facilities furnished by FITC and GT in a manner inconsistent with the terms hereof or in a manner that FITC and GT did not contemplate and over which FITC and GT exercises no control and (3) all and any other claim, loss, damage, expense (including attorney's fees and court costs), or liability arising out of any commission or omission by Customer and End User in connection with the Services.