

Terms & Conditions

FRONTIER SECURE IDENTITY PROTECTION Terms and Conditions Agreement

THIS NOTICE DESCRIBES THE TERMS AND CONDITIONS PURSUANT TO WHICH FRONTIER WILL PROVIDE YOU FRONTIER SECURE IDENTITY PROTECTION PRODUCTS AND SERVICES (“SERVICES”)AND REQUIRES THAT ANY DISPUTE BE RESOLVED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN LAWSUITS, JURY TRIALS, OR CLASS ACTIONS, AS EXPLAINED MORE FULLY BELOW. ALL OF IT IS IMPORTANT SO TAKE A FEW MINUTES TO READ IT CAREFULLY. BY ENROLLING AND USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS AND CONDITIONS.

YOU UNDERSTAND THAT BY CLICKING THE CHECK BOX BELOW OR BY USING THE SERVICES AND/OR THIS WEBSITE, YOU ARE PROVIDING “WRITTEN INSTRUCTIONS” TO FRONTIER COMMUNICATIONS CORPORATION AND ITS EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, CONTRACTORS, THIRD PARTY DATA PROVIDERS, SOURCES AND SUPPLIERS, AND ALL OTHER CREDIT REPORTING AGENCIES UNDER THE FAIR CREDIT REPORTING ACT (FCRA), AS AMENDED, TO ACCESS YOUR CREDIT FILES FROM EACH NATIONAL CREDIT REPORTING AGENCY (INCLUDING, WITHOUT LIMITATION, TRANSUNION, EXPERIAN AND EQUIFAX AND ANY AFFILIATES OF SUCH ENTITIES) AND TO EXCHANGE INFORMATION ABOUT YOU WITH EACH SUCH NATIONAL CREDIT REPORTING AGENCY AND OTHER THIRD PARTY SERVICE PROVIDERS IN ORDER TO VERIFY YOUR IDENTITY AND TO PROVIDE THE PRODUCTS AND/OR SERVICES TO YOU, INCLUDING, BUT NOT LIMITED TO, ADDRESS HISTORY REPORTS, NAME AND ALIAS REPORTS, CRIMINAL OR SEX OFFENDER REPORTS, AND TO PROVIDE MONITORING AND/OR ALERTS TO YOU.

YOU UNDERSTAND THAT BY ACCEPTING THESE TERMS AND CONDITIONS YOU ARE PROVIDING “WRITTEN INSTRUCTIONS” TO CSIDENTITY CORPORATION, TRANSUNION (WITH RESPECT TO TRI-BUREAU SERVICES) AND THEIR RESPECTIVE AFFILIATES, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, CONTRACTORS, THIRD PARTY DATA PROVIDERS, AND ALL OTHER CREDIT REPORTING AGENCIES UNDER THE FAIR CREDIT REPORTING ACT (FCRA), AS AMENDED, INCLUDING, WITHOUT LIMITATION, EXPERIAN, TRANSUNION, EQUIFAX AND AFFILIATED ENTITIES, TO ACCESS YOUR CREDIT FILES FROM EACH NATIONAL CREDIT REPORTING AGENCY AND TO EXCHANGE INFORMATION ABOUT YOU WITH EACH SUCH NATIONAL CREDIT

REPORTING AGENCY IN ORDER TO VERIFY YOUR IDENTITY AND TO PROVIDE THE SERVICES TO YOU.

1. Terms Of Use

Notice: Your use of the Services means that you have accepted these terms in their entirety. If you do not agree with these terms in their entirety, please terminate the service. This Terms and Conditions Agreement (this "Agreement" or "Terms of Use") identifies what you can expect from Frontier Communications Corporation ("Frontier") and what Frontier expects from you. These terms and conditions apply to your purchase of any products and/or services offered or provided by Frontier and govern the relationship between Frontier and you, even if you have agreed to other or conflicting terms and conditions of third parties associated with this business relationship or the provision of such services and/or products.

2. Introduction

Please read the following information carefully before using any of the products or services provided by the Frontier or Frontier Secure Web site (this "Site"). By accessing or using any of the Services, you acknowledge that you have read, understood, and agree to these Terms of Use and to follow all applicable laws and regulations. If you do not agree with the Terms of Use, do not use the Services. We reserve the right, in our sole discretion, to modify or update these Terms of Use at any time, and we may refuse to provide you the Services for any reason or no reason at all. Please check the Terms of Use each time you visit this Site for the most current information.

3. Privacy and Information Sharing

Since it affects your use of the Services, please review our Frontier Secure Identity Protection Privacy Policy and Terms of Use. We collect, use and disclose information about you as provided in our Frontier Secure Identity Protection [Privacy Policy](#). Our Frontier Secure Identity Protection Privacy Policy is located on the Site and is incorporated into this Agreement, and you agree to accept the terms of the Frontier Secure Identity Protection Privacy Policy as a condition to your acceptance of this Agreement.

You agree and authorize Frontier, its agents and employees, to provide your personally identifiable information (or information about your child you have enrolled) to third parties from time to time as provided in our Frontier Secure Identity Protection Privacy Policy. You waive any and all claims against Frontier, its agents and employees for the acts or omissions of these third parties with regard to the use or disclosure of such information. You further authorize Frontier, its agents and employees to obtain various information and reports about you (or about your child that you have enrolled) in order to perform our services, including, but not limited to, address history reports, name and alias reports, criminal reports, and all other relevant reports.

You agree that you will use the products and/or services to protect against or prevent actual fraud, unauthorized transactions, claims or other liabilities.

4.Disclaimer of Warranties and Limitation of Liability

NOTHING IN THESE TERMS OF USE, INCLUDING SECTIONS 4 AND 5, SHALL EXCLUDE OR LIMIT OUR WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

OUR SITE, INCLUDING ALL CONTENT, MEMBERSHIPS, PRODUCTS AND SERVICES MADE AVAILABLE ON OR ACCESSED THROUGH THIS SITE, IS PROVIDED TO YOU "AS IS". TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER FRONTIER NOR ITS AFFILIATES NOR ANY OF ITS THIRD PARTY SERVICE PROVIDERS OR LICENSORS ("SERVICE PROVIDERS") MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER AS TO THE CONTENT, MEMBERSHIPS, PRODUCTS OR SERVICES AVAILABLE ON OR ACCESSED THROUGH THE SITE, THAT A USER WILL HAVE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO OUR SITE, MEMBERSHIPS, PRODUCTS OR SERVICES OR THAT OUR SITE, MEMBERSHIPS, PRODUCTS OR SERVICES WILL BE ERROR-FREE. IN ADDITION, FRONTIER AND ITS AFFILIATES AND SERVICE PROVIDERS DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND INFORMATIONAL CONTENT. THEREFORE, YOU AGREE THAT YOUR ACCESS TO, AND USE OF, OUR SITE, MEMBERSHIPS, PRODUCTS, SERVICES AND CONTENT ARE AT YOUR OWN RISK. BY USING OUR SERVICES AND OUR SITE, YOU ACKNOWLEDGE AND AGREE THAT NEITHER FRONTIER NOR ITS AFFILIATES AND SERVICE PROVIDERS HAVE ANY LIABILITY TO YOU (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR USE OF OUR SITE, CONTENT, MEMBERSHIPS, PRODUCTS OR SERVICES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING LIABILITY ASSOCIATED WITH ANY VIRUSES WHICH MAY INFECT YOUR COMPUTER EQUIPMENT.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

D.We are not a credit repair organization, or similarly regulated organization under other applicable laws, and do not provide credit repair advice.

Our credit monitoring offerings monitor only the credit file associated with the purchasing consumer, and do not monitor, compare or cross-reference the credit file associated with the purchasing consumer to any other credit file(s) maintained by the applicable credit bureau(s).

5.Limitation of Liability

SUBJECT TO SECTION 4 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE AND OUR SUBSIDIARIES AND AFFILIATES, AND OUR LICENSORS AND SERVICE PROVIDERS SHALL NOT BE LIABLE TO YOU FOR:

ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; OR

1. ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

a. ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES OR SITE;

b. ANY CHANGES WHICH WE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

c. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

d. YOUR FAILURE TO PROVIDE US WITH ACCURATE ACCOUNT INFORMATION; OR

e. YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

2. THE LIMITATIONS ON OUR LIABILITY TO YOU IN SECTION 4 ABOVE SHALL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

6.Payment and Billing

In the event that we bill you directly (that is, you are not billed by one of our third party service providers), you agree that you will make any required payments to us on a timely basis on a monthly or annual basis (as determined by you when you enroll). You authorize us to bill your credit card or other account that you have designated unless you tell us in advance to cancel your order. In the case of direct payment, you authorize us to: (1) charge your credit card, (2) automatically charge your credit card on a monthly or annual basis for your recurring monthly or annual renewals, as the case may be, and (3) obtain automatic updates for any expiring credit cards you have provided Frontier. Monthly or annual fees and renewal fees will be billed at the rate agreed to at purchase. At cancellation, your Frontier Secure account will be inactivated and you will no longer be able to log into our Site and/or have any access to the Services. Except in the case of annual subscription commitments you have agreed to, which shall be nonrefundable, as permitted by law, if you cancel, you agree that fees for the first month of Service and any start-up costs associated with setting up your account ("Start-up Costs") shall be nonrefundable, as permitted by law. With the exception of any subscription commitments agreed by you, if you paid fees in advance for any period longer than one month, then you may, with the exception of fees for the first month of Service and any Start-up Costs, obtain a refund on a pro rata basis for the period remaining after you cancel.

7. Unsolicited Idea Submission Policy

When you provide us with comments, suggestions, or ideas (collectively, "Feedback"), such Feedback is not considered confidential and becomes the property of Frontier. We are not obligated to you if you provide such Feedback. We are free to use, copy, or distribute the Feedback to others for any purpose.

8. International Use

Because you can access this Site and use the Services internationally, you agree to follow all local rules about the Internet, data, e-mail, and privacy. Specifically, you agree to follow all laws that apply to transmitting technical data exported from the United States or the country of your residence.

9. Fair Credit Reporting Act

The Fair Credit Reporting Act allows you to obtain from each credit reporting agency a disclosure of all the information in your credit file at the time of the request. Full disclosure of information in your file at a credit reporting agency must be obtained directly from such credit reporting agency. The credit reports provided or requested through our Site are not intended to constitute the disclosure of information by a credit reporting agency as required by the Fair Credit Reporting Act or similar laws.

Under the Fair Credit Reporting Act you are entitled to receive an annual free disclosure of your credit report from each of the national credit reporting agencies. To request your free annual report under the FCRA, you must go to www.annualcreditreport.com. You can also contact the central source to request this free annual disclosure by calling toll free (877) 322-8228 or by using the mail request form available at the central source Website.

You are entitled to receive a free copy of your credit report from a credit reporting agency if:

- You have been denied or were otherwise notified of an adverse action related to credit, insurance, employment, or a government granted license or other government granted benefit within the past sixty (60) days based on information in a credit report provided by such agency.
- You have been denied house/apartment rental or were required to pay a higher deposit than usually required within the past sixty (60) days based on information in a credit report provided by such agency.
- You certify in writing that you are unemployed and intend to apply for employment during the sixty (60) day period beginning on the date on which you made such certification.
- You certify in writing that you are a recipient of public welfare assistance.
- You certify in writing that you have reason to believe that your file at such credit reporting agency contains inaccurate information due to fraud.

In addition, if you reside in the state of Colorado, Maine, Maryland, Massachusetts, New Jersey, or Vermont, you are entitled to receive a free copy of your credit report once a year and if you reside in the state of Georgia, you are entitled to receive a free copy of your credit report twice a year. For Illinois residents, credit reporting agencies are required by law to give you a copy of your credit record upon request at no charge or for a nominal fee. Otherwise, a consumer reporting agency may impose a reasonable charge for providing you with a copy of your credit report.

The Fair Credit Reporting Act provides that you may dispute inaccurate or incomplete information in your credit report. **YOU ARE NOT REQUIRED TO PURCHASE YOUR CREDIT REPORT FROM ANY OF THE CREDIT BUREAUS IN ORDER TO DISPUTE INACCURATE OR INCOMPLETE INFORMATION IN YOUR REPORT OR TO RECEIVE A COPY OF YOUR REPORT FROM EQUIFAX, EXPERIAN OR TRANSUNION, THE THREE NATIONAL CREDIT REPORTING AGENCIES, OR FROM ANY OTHER CREDIT REPORTING AGENCY.**

It may be the policies of Equifax, Experian and/or TransUnion to provide a complimentary copy of the consumer credit report under circumstances other than those described above. If you wish to contact Equifax, Experian or TransUnion to obtain a copy of your credit report directly from such agency or if you wish to dispute information contained in an Equifax, Experian or TransUnion credit report file, please contact such entities as follows:

Experian: 1-800-EXPERIAN (1-888-397-3742)

Equifax: 1-800-685-1111

TransUnion: 1-800-916-8800

10. Applicable Law

If required by law, this agreement will be governed by the laws of your state. Otherwise, this agreement will be governed by the laws of the state of New York, without regard to its choice of law rules.

11. Dispute Resolution and Binding Arbitration

Frontier encourages You to contact our Customer Service department if You have concerns or complaints about the Services or Frontier Secure. Generally, customer complaints can be satisfactorily resolved in this way. If You are not able to resolve your concerns through our Customer Service department, You agree to resolve all disputes through binding arbitration or a small claims court rather than lawsuits, jury trials, or class actions. Arbitration is more informal than a lawsuit. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and individual relief affecting individual parties that a court can award, including an award of attorneys fees if the law

allows.

You and Frontier agree to arbitrate all disputes and claims between us including, but not limited to, all claims arising out of or relating to any aspect of our relationship, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, that arose either before or during this or any prior Agreement, or that may arise after termination of this Agreement. Notwithstanding the foregoing agreement, Frontier agrees that it will not use arbitration to initiate debt collection against You except in response to claims You have made in arbitration. In addition, by agreeing to resolve disputes through arbitration, **You and Frontier agree to each unconditionally waive the right to a trial by jury or to participate in a class action, representative proceeding, or private attorney general action.**

Instead of arbitration, either party may bring an individual action in a small claims court for disputes or claims that are within the scope of the small claims court's authority. In addition, you may bring any issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. The Federal Arbitration Act governs the interpretation and enforcement of this provision, even after the agreement is terminated. In person arbitrations will take place at a location that the AAA selects in the state of your primary residence unless You and Frontier agree otherwise. In addition, the arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA") and will be administered by the AAA. Procedure, rule and fee information is available from the AAA online at adr.org, by calling the AAA at 1-800-778-7879, or by calling Frontier at 1-877-462-7320, option 3. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. If your claim is for \$10,000 or less, You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in person hearing as established by the AAA Rules. If your claim exceeds \$ 10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Frontier agrees to pay your AAA filing, administration, and arbitrator fees for claims for damages of up to \$10,000 and for claims for non-monetary relief up to the value of \$10,000, as measured from either your or Frontier's perspective. In addition, Frontier will not pay your share of the AAA fees if the arbitrator finds that either your claim or the relief sought is frivolous or brought for an improper

purpose, as measured by the standards of Federal Rule of Civil Procedure 11(b). If Frontier offers to settle your dispute prior to appointment of the arbitrator and You do not accept the offer, and the arbitrator awards You an amount of money that is more than Frontier's offer but less than \$5000, then Frontier agrees to pay You double the arbitrator's award up to, but not more than, \$5000. If Frontier does not offer to settle your dispute prior to appointment of the arbitrator, and the arbitrator awards You an amount of money, then Frontier agrees to pay You double the arbitrator's award up to, but not more than, \$5000. Although Frontier may have a right to an award of attorneys' fees and expenses if it prevails, Frontier agrees that it will not seek such an award.

You and Frontier agree to seek only such relief—whether in the form of damages, an injunction, or other non-monetary relief—as is necessary to resolve any individual injury that either You or Frontier have suffered or may suffer. In particular, if either You or Frontier seek non-monetary relief, such relief must be individualized and may not affect individuals or entities other than You or Frontier. **You and Frontier agree that we each may bring claims against the other only in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.** The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class, representative, or private attorney general proceeding. **If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.** Further, an arbitrator's award and any judgment confirming it shall apply only to that specific case and cannot be used in any other case except to enforce the award itself

12. Indemnification

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS FRONTIER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS AND ANY SERVICE PROVIDERS OF INFORMATION OR SERVICES TO THE SITE FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY VIOLATION OF THESE TERMS OF USE OR YOUR VIOLATION OF APPLICABLE LAWS, RULES OR REGULATIONS. IN THE EVENT THAT WE ARE SUBJECT TO ANY CLAIM FOR WHICH WE HAVE THE RIGHT TO BE INDEMNIFIED BY YOU, WE WILL HAVE THE RIGHT TO, AT YOUR EXPENSE, ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY SUCH CLAIM, AND YOU WILL NOT IN ANY EVENT SETTLE ANY CLAIM WITHOUT OUR PRIOR WRITTEN CONSENT.

13. Your Passwords and Account Security

You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services. Accordingly, you agree that you will be solely responsible to us for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify us immediately.

14. Termination of Relationship

1. These Terms of Use will continue to apply until terminated by either you or us as set out below.
2. If you want to terminate your legal agreement with us, you may do so, with or without cause, by (a) notifying us at any time and (b) closing your accounts for all of the Services which you use, where we have made this option available to you. Please contact us to close your account.
3. We may at any time terminate our legal agreement with you with or without cause (and for any or no reason). We may also terminate our legal agreement with you if, among other reasons:
 1. you have breached any provision of the Terms of Use (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms of Use);
 2. we are required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
 3. the provision of the Services to you by us is, in our opinion, no longer commercially viable.
4. If we terminate your Service without cause, Frontier will refund to you a pro rata portion of any fees already paid directly to Frontier for the Services that have yet to be provided. If this Agreement has not been terminated, it shall continue indefinitely, and you shall pay the corresponding fees for the Services. When this Agreement terminates, all of the legal rights, obligations and liabilities that you and we have benefited from, been subject to (or which have accrued over time while the Agreement has been in force) or which are expressed to continue indefinitely, shall be unaffected by this termination and/or cessation, and the provisions of Sections 4, 5, 6 and 10-15, inclusive, shall continue to apply to such rights, obligations and liabilities indefinitely.

15. Miscellaneous

1. No waiver of any breach of any provision of these Terms of Use or of any agreement with us will constitute a waiver of any prior, concurrent, or subsequent breach of the same or other provisions. All waivers must be in writing. If any court of competent jurisdiction finds any part or provision of these Terms of Use or of any other agreement between you and us to be invalid or unenforceable, such findings will have no effect on any other part or provision of these Terms of Use or any other agreement between you and us. All waivers must be in writing.

2. We are not responsible for delay or failure to perform due to causes beyond our reasonable control.
3. The Terms of Use constitute the whole legal agreement between you and us and govern your use of the Services (but excluding any services which we may provide to you under a separate written agreement), and completely replace any prior agreements between you and us in relation to the Services.
4. You may not use, frame or utilize framing techniques to enclose any Frontier trademark, logo or other proprietary information, including the images found at the Site, the content of any text or the layout/design of any page or form contained on a page without Frontier's express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or proprietary right of Frontier or any third party.
5. The Site contains many of the valuable trademarks, service marks, names, titles, logos, images, designs, copyrights and other proprietary materials owned, registered and used by Frontier and its subsidiaries, including but not limited to, the marks "Frontier," "Frontier Secure," "Frontier Secure Identify Protection" and others. Frontier and the Frontier Secure product names referenced in the Site are either trademarks, service marks or registered trademarks of Frontier Communications Corporation. Any unauthorized use of same is strictly prohibited and all rights in same are reserved by Frontier. No use of any Frontier trademark may be made by any third party without express written consent of Frontier. Other products and company names mentioned in the Site may be the trademarks of their respective owners.
6. No part of the Frontier or Frontier Secure Web Site may be reproduced, modified, or distributed in any form or manner without the prior written permission of Frontier.
7. The images, text, screens, web pages, materials, data, content and other information ("Content") used and displayed on the Site are the property of Frontier or its Service Providers and licensors and are protected by copyright, trademark and other laws. In addition to our rights in individual elements of the Content within the Site, Frontier owns copyright or patent rights in the selection, coordination, arrangement and enhancement of such Content. You may copy the Content from the Web Site for your personal or educational use only, provided that each copy includes any copyright, trademark or service mark notice or attribution as they appear on the pages copied. Except as provided in the preceding sentence, none of the Content may be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes without the express written permission of Frontier or the owner of the Content.
8. Except as otherwise provided, we may send any notices to you to the most recent e-mail address you have provided to us or, if you have not provided an e-mail address, to any e-mail or postal address that we believe is your address. If you wish to update your registration information, please log in to your account and update your information.

TransUnion Interactive, Inc. Service Agreement For Three Bureau (3B) Products and Services

Important Credit Monitoring Information

Credit Monitoring (including TransUnion Credit Monitoring Basic, TransUnion Credit Monitoring, and other credit monitoring products offered on or through this site) is provided by TransUnion Interactive, Inc. Credit Monitoring monitors one or more of your credit files, depending upon the type of Credit Monitoring you purchase, which are separately owned and/or

maintained by each of the applicable credit bureaus: TransUnion LLC, Experian, and Equifax. Credit Monitoring monitors the credit file most closely identified with you based on multiple identifying factors such as first, middle and last names, current and former addresses, Social Security number and date of birth. Credit Monitoring may not advise or alert you if an item of identifying information about you (including your name or address or Social Security number) is contained in the applicable credit bureau's credit file of another person, and will not provide you with any information contained in another individual's credit file. Credit Monitoring does not monitor, compare or cross-reference your credit file(s) with the credit files(s) of any other person.

Please remember that there are different processing times for the commencement of monitoring at each credit reporting bureau, therefore you may not be enrolled in all of them at the same time. Monitoring with TransUnion LLC usually begins within 48 hours of enrollment. Monitoring with Equifax and Experian takes on average approximately 4 days to begin, though in some cases monitoring cannot be initiated during the trial period (if a trial period applies). TransUnion Interactive does not control and is not responsible for the enrollment process.

Your order of any three bureau credit monitoring product is conditioned upon successful enrollment by at least one credit bureau in its credit monitoring product. If no credit bureau is able to enroll you in its credit monitoring program, your order will be cancelled, and you will not receive alerts or monitoring of changes to any of your credit files. In the event that one or two credit bureaus, but not all three bureaus, are able to enroll you in their credit monitoring, credit monitoring will be provided by the bureau or bureaus that were able to enroll you; you will not receive alerts or monitoring of changes to the credit files of the bureau or bureaus that were not able to enroll you in their respective credit monitoring programs.

In the event you order a three-bureau credit monitoring product through this site (the "Site"), by placing your order, you agree that, if fewer than all three credit bureaus enroll you in their credit monitoring, TransUnion Interactive is authorized to monitor only the credit files at the bureau or bureaus that enrolled you. Any such credit monitoring will be provided at the price agreed upon; you will not be eligible for a price reduction, discount or refund. TransUnion Interactive will notify you in the event that fewer than all three credit bureaus enroll you in credit monitoring, but such notification may not occur during your trial period, if any.

General Terms

The images, text, screens, web pages, materials, data, content and other information ("Content") used and displayed on the Site, including but not limited to TransUnion®, TransUnion Interactive®, TrueCredit®, TrueCredit® and Design, and Manage Your Credit Manage Your Life™ are the property of TransUnion Interactive or its licensors and are protected by copyright, trademark and other laws. In addition to its rights in individual elements of the Content within the Site, TransUnion Interactive owns copyright or patent rights in the selection, coordination, arrangement and enhancement of such Content. You may copy the Content from the Site for your personal or educational use only, provided that each copy includes any copyright, trademark or service mark notice or attribution as they appear on the pages copied. Except as provided in the preceding sentence, none of the Content may be copied, displayed, distributed,

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ALL THREE BUREAU (3B) PRODUCTS AND SERVICES, INCLUDING, WITHOUT LIMITATION, MONITORING, ALERTS, REPORTS AND SCORES, MADE AVAILABLE ON OR ACCESSED THROUGH THIS SITE, ARE PROVIDED TO YOU "AS IS". TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER TRANSUNION INTERACTIVE NOR ITS AFFILIATES OR DATA SUPPLIERS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER AS TO THE CONTENT, MEMBERSHIPS, PRODUCTS OR SERVICES AVAILABLE ON OR ACCESSED THROUGH THE SITE, THAT A USER WILL HAVE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO OUR SITE, MEMBERSHIPS, PRODUCTS OR SERVICES OR THAT OUR SITE, MEMBERSHIPS, PRODUCTS OR SERVICES WILL BE ERROR-FREE. IN ADDITION, TRANSUNION INTERACTIVE AND ITS AFFILIATES AND DATA SUPPLIERS DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND INFORMATIONAL CONTENT. THEREFORE, YOU AGREE THAT YOUR ACCESS TO AND USE OF OUR SITE, MEMBERSHIPS, PRODUCTS, SERVICES AND CONTENT ARE AT YOUR OWN RISK. BY USING THIS SITE, YOU ACKNOWLEDGE AND AGREE THAT NEITHER TRANSUNION INTERACTIVE NOR ITS AFFILIATES AND DATA SUPPLIERS HAVE ANY LIABILITY TO YOU (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR USE OF OUR SITE, CONTENT, MEMBERSHIPS, PRODUCTS OR SERVICES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING LIABILITY ASSOCIATED WITH ANY VIRUSES WHICH MAY INFECT YOUR COMPUTER EQUIPMENT.

Registration and Accurate Information

If you decide to register on this Site to purchase three bureau products and services, you may be required to register, provide personal information, and select a user name and password. You agree to provide accurate information in your registration and not to share your password with third parties. You agree not to impersonate another person or to select or use a user name or password of another person. You agree to notify TransUnion Interactive promptly of any unauthorized use of your account and of any loss, theft or disclosure of your password. Failure to comply with these requirements shall constitute a breach of these terms and conditions and shall constitute grounds for immediate termination of your TransUnion Interactive account and your right to use the Site. Online access to consumer credit report information is subject to verification of the identity of the user.

Our Privacy Policy

By using this Site, you agree that TransUnion Interactive and its affiliates may use and share your personal information in accordance with the terms of TransUnion Interactive's Privacy Statement. TransUnion Interactive's privacy statement can be reached at the following link: <https://membership.tui.transunion.com/tucm/support.page?panel=privacy>.

Fair Credit Reporting Act

The Fair Credit Reporting Act allows you to obtain from each credit reporting agency a disclosure of all the information in your credit file at the time of the request. Full disclosure of information in your file at a credit reporting agency must be obtained directly from such credit reporting agency. The credit reports provided or requested through our Site are not intended to constitute the disclosure of information by a credit reporting agency as required by the Fair Credit Reporting Act or similar laws.

Under the Fair Credit Reporting Act you are entitled to receive an annual free disclosure of your credit report from each of the national credit reporting agencies. For more information visit the credit report section in the Learning Center, available from most pages of the Site.

You are entitled to receive a free copy of your credit report from a credit reporting agency if:

You have been denied or were otherwise notified of an adverse action related to credit, insurance, employment, or a government granted license or other government granted benefit within the past sixty (60) days based on information in a credit report provided by such agency. You have been denied house/apartment rental or were required to pay a higher deposit than usually required within the past sixty (60) days based on information in a credit report provided by such agency.

You certify in writing that you are unemployed and intend to apply for employment during the sixty (60) day period beginning on the date on which you made such certification.

You certify in writing that you are a recipient of public welfare assistance.

You certify in writing that you have reason to believe that your file at such credit reporting agency contains inaccurate information due to fraud.

In addition, if you reside in the state of Colorado, Maine, Maryland, Massachusetts, New Jersey, or Vermont, you are entitled to receive a free copy of your credit report once a year and if you reside in the state of Georgia, you are entitled to receive a free copy of your credit report twice a year. Otherwise, a consumer reporting agency may impose a reasonable charge for providing you with a copy of your credit report.

The Fair Credit Reporting Act provides that you may dispute inaccurate or incomplete information in your credit report. **YOU ARE NOT REQUIRED TO PURCHASE YOUR CREDIT REPORT FROM TRANSUNION INTERACTIVE IN ORDER TO DISPUTE INACCURATE OR INCOMPLETE INFORMATION IN YOUR REPORT OR TO RECEIVE A COPY OF YOUR REPORT FROM EQUIFAX, EXPERIAN OR TRANSUNION, THE THREE NATIONAL CREDIT REPORTING AGENCIES, OR FROM ANY OTHER CREDIT REPORTING AGENCY.**

It may be the policies of Equifax, Experian and/or TransUnion to provide a complimentary copy of the consumer credit report under circumstances other than those described above. If you wish to contact Equifax, Experian or TransUnion to obtain a copy of your credit report directly from such agency or if you wish to dispute information contained in an Equifax, Experian or TransUnion credit report file, see the contact information and dispute process description contained in the Learning Center or from the inaccuracies tab on your credit report. The form of credit report and related disclosures provided directly by such agencies to you may differ from those provided by TransUnion Interactive.

TransUnion Interactive's online credit report has been specially designed for consumer ease-of-use. Color illustrations, analysis information and helpful links on TransUnion Interactive's credit report make it easy for you to understand and manage your credit.

Applicable Law

The laws applicable to the interpretation of these terms and conditions shall be the laws of the State of Delaware, USA, and applicable federal law, without regard to any conflict of law provisions. TransUnion Interactive can provide credit reports only for individuals who have established credit in the United States. Those who choose to access three bureau products and services through this Site from outside the United States do so on their own initiative and are responsible for compliance with local laws. You agree that any and all disputes arising under this Agreement or out of TransUnion Interactive's provision of three bureau products and services to you, if submitted to a court of law, shall be submitted to the state and federal courts of New Castle County, Delaware, USA.

Policy Regarding Children

We define children as individuals under the age of 16. The Site is not intended for the use of children and we do not intend to collect information about children through the Site. You must be at least 18 to access any three bureau products and services through this Site.

Effective Date: November , 2013