

## FRONTIER RESIDENTIAL VOIP AND DIGITAL VOICE TERMS OF SERVICE

**THIS DOCUMENT, COMBINED WITH THE RESIDENTIAL INTERNET SERVICE AGREEMENT TERMS AND CONDITIONS BELOW (STARTING ON PAGE 4), IS A LEGALLY BINDING AGREEMENT AND DESCRIBES THE TERMS AND CONDITIONS PURSUANT TO WHICH FRONTIER WILL PROVIDE YOU WITH FRONTIER RESIDENTIAL VOIP (VOICE OVER INTERNET PROTOCOL) AND FRONTIER DIGITAL VOICE SERVICE THAT IS PROVIDED OVER FIBER-OPTIC AND/OR COPPER FACILITIES, INCLUDING ALL SOFTWARE, SOFT CLIENT, SOFTPHONE, EQUIPMENT AND OTHER FEATURES, PRODUCTS AND SERVICES PROVIDED BY FRONTIER (“VoIP and Digital Voice Service”, “Service” or “Services”). THE RESIDENTIAL INTERNET SERVICE AGREEMENT TERMS AND CONDITIONS BELOW ARE INCORPORATED BY REFERENCE AND APPLY TO THE VOIP AND DIGITAL VOICE SERVICE. THIS AGREEMENT 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. BY USING OR PAYING FOR THE SERVICE, YOU ARE AGREEING TO THESE TERMS AND CONDITIONS**

### LIMITATIONS ON 911 EMERGENCY RESPONSE SERVICES

YOU HEREBY ACKNOWLEDGE AND AGREE TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF 911 CALLING OVER THE SERVICE AND THE DISTINCTIONS BETWEEN 911 SERVICE USING THE SERVICE AND 911 SERVICE OVER TRADITIONAL WIRELINE TELEPHONE SERVICE. YOU AGREE TO ADVISE ALL INDIVIDUALS WHO MAY PLACE CALLS OVER FRONTIER’S SERVICE OF THE 911 LIMITATIONS DESCRIBED BELOW.

911 emergency access and functionality over the Service is only available at the physical address where Frontier installed the Service, while connected to properly powered Frontier service equipment, such as the Optical Network Terminal (ONT) and Residential Gateway (RG), and after the Service has been activated. Frontier makes no warranty that access to 911 will be uninterrupted, timely, secure, or error-free or battery backup power will be sufficient to maintain the Service throughout any and/or all power outages. Our liability to you, to anyone dialing 911 using the Service, or to any other person or party, for any loss or damage arising from errors, interruptions, omissions, delays, defects, or failures of 911 services whether caused by our negligence or otherwise, shall not exceed the amount of our charges for the Service during the affected period of time, not to exceed 90 days. This limitation of liability is in addition to any other limitations contained in this Agreement.

**Electrical Power Required.** Use of the Service requires electrical power to operate. You are responsible for providing the electrical power necessary for the Service to function. The Service (including 911 dialing) will not be available for use during a power outage without a back-up power source. An optional battery back-up feature is available for your equipment. The battery back-up feature will not power cordless phones, Internet or TV service, or alarm system equipment. A power failure or service disruption may require you to reset or reconfigure equipment prior to using the Service. Cordless phones and telecommunications devices used to assist customers with disabilities may also require a power supply to function. You acknowledge and understand that to conserve battery power during a power outage, you should not attempt to use the backup batteries for any purpose other than to power the Service (or to power your Internet connection, for the purpose of powering your security alarm, if you have an IP-based security alarm that uses Frontier Internet service). You are solely responsible for determining when the battery backup unit requires replacement and for replacing and recycling used batteries in accordance with manufacturer or other directions.

**Service Functionality.** 911 access will not function if the Service is not configured correctly or if the Service is interrupted or not functioning for any reason, including, but not limited to, in the event of a power outage (unless you have working backup battery power), network outage, or disconnection of the Service because of billing or other issues. If there is a power outage, you may be required to reset or reconfigure the equipment prior to being able to use the Service, including use for 911 calling. The Service may be provided to you over a broadband (Internet Protocol or “IP”) network. If there is a broadband network outage, the Service will not function and you will not be able to make 911 calls. Service functionality requires a regular analog touchtone landline telephone, which you must supply and which must be connected to the Frontier network. You agree that neither you nor a third party will move any equipment used for the Service within your premises to any other physical location outside of the premises where it was installed by Frontier. The Service is not designed to be nomadic and will not function properly if the network interface connection is moved or altered by anyone who is not a Frontier employee.

**Service Outage Due to Suspension of Your Account.** You acknowledge and agree that a service outage due to suspension of your account as a result of billing or other issues will prevent ALL Service from being provided to you, including any 911 emergency response services.

**Other Potential Limitations.** You agree that any 911 calls made using the Service may be subject to network congestion and/or reduced routing or processing speed. If you have Call Forwarding, Do Not Disturb, Simultaneous Ring or other features programmed and in use at the time you dial a 911 call and your call is interrupted, the emergency dispatcher may not be able to call you back at the phone from which you dialed the call.

**Additional Service Limitations that Apply in the Event that Frontier Cannot Route Your 911 Call Directly to the Appropriate Emergency Service Provider.** If, for any reason, Frontier cannot directly route your 911 call to the appropriate emergency service provider, your 911 call may be routed to an operator outside the emergency response center. You agree that the operator and/or emergency response center personnel receiving your call may not be able to identify your phone number or the physical address from which you are calling. You will need to state the nature of your emergency promptly and clearly, including your telephone number and location. You agree that the individual answering the call may not be able to call you back or determine your location if the call is unable to be completed, is dropped or disconnected, or if you are unable to provide your phone number and physical location and/or if the Service is not operational for any reason. After you identify your location, the operator will determine the appropriate emergency response center for your location and route you to the general telephone number for that center.

## **SERVICE USE AND CUSTOMER OBLIGATIONS**

**Use of Service.** You agree that the use of the Service, without limitation, is your sole responsibility, is at your own risk, and is subject to all applicable local, state, national and international laws and regulations. This includes the use of the Service by others, with or without your permission. You may not resell, assign or otherwise transfer the Service or this Agreement to any other person for any purpose, or make any change to the use of the Service, without express written permission from Frontier in advance. The Service does not allow you to make 500, 700, 900, 950, 976, 00 01, 0+, calling card calls or dial-around calls (e.g., 10-10-XXXX). Nor does it allow you to accept collect calls or third number billed calls. The Service is subject to billing and technical capability and the availability of facilities. The Service is not available in all locations.

**International Calling.** The current charges and rates for international calling are available by contacting Frontier Customer Service at 1-800-921-8101.

**Unacceptable Usage.** If unlimited minutes are used for non-voice calls, such as but not limited to auto dialers or data calls, Frontier may convert the Service to a plan that charges for all long distance calls or where systems allow, charge a 10¢ per minute rate for such calls. If your usage is inconsistent with normal residential voice applications and usage patterns and you exceed 3000 minutes per month, Frontier may charge you a 10¢ per minute rate for such calls. Other restrictions may apply.

**Security Alarm and Other Device Compatibility.** Frontier makes no warranty that (i) the Service used as a communications pathway for monitored burglar alarms, monitored fire alarms, and/or medical monitoring systems or devices, will be uninterrupted, timely, secure, or error-free; (ii) the Service will be compatible with any particular or all monitored burglar alarm(s), monitored fire alarm(s), or medical monitoring system(s) or device(s); or (iii) battery backup power will be sufficient to maintain the Service throughout any and/or all power outages. The Service requires 10-digit dialing. Compatible home security system settings may need to be modified from 7 to 10-digit dialing.

Monitored fire alarm and burglar alarm systems and medical monitoring devices may not be compatible with the Service. If you have or purchase a monitored fire alarm or burglar alarm system or a medical monitoring device that you intend to use with the Service as the communications pathway, you agree to contact your provider for those systems/devices to determine compatibility with the Service and to arrange for your provider to test such systems/devices. You also acknowledge and understand that even if such systems and devices are compatible with the Service, they will not be able to communicate with monitoring stations during a power outage unless you maintain battery backup power. If you purchase a monitored burglar alarm or monitored fire alarm system after the Service has been installed, you also agree to call Frontier prior to installation of any such system.

If the Service has been installed for use with a monitored fire alarm or monitored burglar alarm system, you agree that you will not change or modify the inside wiring of your service location or move or reconfigure the equipment in any way without contacting Frontier and your alarm service provider. You also agree that you will not plug any telephone equipment into the

back of the RG/ONT. You acknowledge and understand that if you change or modify your inside wiring, move or reconfigure your RG/ONT in any way, or plug any telephone equipment into the back of the RG/ONT, it could result in a failure of your monitored burglar alarm or monitored fire alarm system.

**\*\*\* SEE ADDITIONAL TERMS AND CONDITIONS FOR VOIP AND DIGITAL VOICE SERVICE BELOW IN THE RESIDENTIAL INTERNET SERVICE AGREEMENT TERMS AND CONDITIONS WHICH ARE INCORPORATED BY REFERENCE \*\*\***

## **RESIDENTIAL INTERNET SERVICE AGREEMENT TERMS AND CONDITIONS**

**THIS DOCUMENT IS A LEGALLY BINDING AGREEMENT AND DESCRIBES THE TERMS AND CONDITIONS PURSUANT TO WHICH FRONTIER (“Frontier” or “we”) WILL PROVIDE YOU WITH INTERNET SERVICES AND RELATED EQUIPMENT. THIS AGREEMENT 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.**

**BY USING OR PAYING FOR FRONTIER SERVICES, YOU ARE AGREEING TO THESE TERMS AND CONDITIONS.**

### **SCOPE OF SERVICES**

For purposes of this Agreement, “Service”, “Services” or “Broadband Services” means the service provided by Frontier that allows you to access the Internet, and offers you a capability for acquiring or retrieving information from, generating, storing, transforming, processing, or utilizing information on, or making available information to other Internet end points connected directly or indirectly to, the Frontier network. Services or Broadband Services include (whichever applies): DSL-based Internet services; fiber-based Internet services, including FiOS<sup>®1</sup> by Frontier and Vantage<sup>™</sup> by Frontier, satellite Internet service; Fixed Wireless Broadband; and, in some locations, Wi-Fi access. Services may be provided directly by Frontier or indirectly through resale or agent arrangements Frontier has made with third parties. By using or paying for the Service, you are agreeing to the terms and conditions in this Agreement.

If you subscribe to Frontier residential VoIP (Voice over Internet Protocol) or Frontier Digital Voice Service, the terms of this Agreement and the additional terms and conditions on pages 1 to 3 above, (“Frontier Residential VoIP and Digital Voice Service Terms of Service”) also apply to your use of the Services and the VoIP and Digital Voice Service.

References to “Frontier,” “we” and “us” and to “you” include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of Frontier Service or Broadband Services under this or prior agreements between us or our predecessors in interest.

**THIS IS A CONTRACT. PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AND OURS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE AND CONTACT US IMMEDIATELY TO TERMINATE IT.**

### **TIME-PERIOD TERM ARRANGEMENTS**

Frontier may provide discounted term arrangements, gifts and/or promotions to customers who purchase multiple services at the same time (“Bundled Services”) and/or commit to a minimum time-period term contract arrangement. If you subscribe to a Bundled Services plan with a term commitment, you agree to maintain such Services for the minimum term of that plan. You understand and agree that you must continue to purchase all Bundled Services, without change, for the minimum term agreed upon to receive any promotional offer, discounted rates, gifts or other incentives. You agree that if you change or discontinue any part of a Bundled Services plan, you may lose all promotional pricing, discounted rates, gifts or other incentives associated with the Bundled Services plan, that the price for each individual Bundled Service may increase, and that any changes will constitute a failure to fulfill the minimum term agreed upon to receive the promotional rate, discount, gift or other incentive. If applicable, the term commitment will automatically renew for the same time period at then applicable rates each time it expires unless you notify Frontier or we notify you of termination before the term commitment period ends. At the end of a term, different Service and equipment charges may apply going forward. If you do not fulfill your commitment for the minimum term (or, if renewed, the renewal term), as agreed at the time you ordered service, you will be liable for and agree to pay to Frontier the applicable early termination fee (“ETF”) charge.

### **SERVICE CHARGES**

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<sup>1</sup> The FiOS marks are owned by Verizon Trademark Services, LLC and used under license.

The applicable charges, including equipment charges, for Broadband Service are identified at the time Service is ordered. Your invoice may also contain certain other charges (including, without limitation, taxes and other fees and charges such as account activation, equipment delivery and handling fees, installation charges, and Frontier-initiated surcharges and fees, including a Frontier-imposed HSI Surcharge, a \$9.99 disconnection order processing fee, administrative or reactivation fees, a paper billing fee, or other cost recovery assessments, interest on past due balances, returned payment fees, ETFs, equipment charges and fees and other nonrecurring or recurring charges) and you agree to pay such other charges by the due date set forth in your monthly invoice. It is your responsibility to review your bill carefully and contact Frontier within thirty (30) days after receiving it if there are any charges you dispute or that are inconsistent with the information provided to you at the time you placed an order for Service. Unless otherwise prohibited by law or guaranteed by a Price Protection Plan (PPP) with Frontier, Frontier may, at any time and in its sole discretion, change or modify the monthly rates, fees and surcharges you are billed for Services, including any additional charges or fees for equipment. We may notify you of any such changes by posting notice on the Frontier website, by sending notice via e-mail or postal mail, or by a bill message or insert. Continuing to use the Service after notice of a change is acceptance of the change. If you do not agree to the change made by Frontier, you must stop using the Service and notify Frontier. The waiver of any fees or charges is at our discretion.

Frontier will bill you monthly for all charges associated with the Service. Payment in full is due no later than the due date indicated on your bill. You are responsible for paying any taxes, surcharges, fees and assessments imposed from time to time in connection with these Services. Frontier may, in its sole discretion, retroactively bill you for Services, taxes and other fees and charges if it determines the prior billing was missed, incomplete or incorrect. If you have authorized payment by credit card or by debiting a bank account, no additional notice or consent is required before we invoice the credit card or debit the bank account for all amounts due to us for any reason. We may accept late payments, partial payments or any payments marked as being "payment in full" or as being settlement of any dispute without losing any of our rights under this Agreement. You agree Frontier may charge you a convenience fee associated with a customer service representative processing your payment. A reasonable handling charge, up to \$35.00 depending on the state in which you subscribe to Service, will be assessed for all checks returned for insufficient funds, closed account, or any other insufficiency or discrepancy. A late payment fee up to \$10 and/or a late payment fee at the rate of 1.5% per month or the highest rate allowed by law may be applied to any unpaid amount after the payment due date. This late payment fee will be in addition to and not in lieu of any other remedies we may have hereunder or under the law. If we do not receive notice of a payment dispute within ninety (90) days after your receipt of a bill, the bill will not be subject to further challenge by you.

Frontier may evaluate your credit history before modifying or providing you Service. In order to establish an account with us and/or obtain or modify the Service, you hereby authorize us to obtain a report from a consumer credit agency and to exchange information with others in connection with determining your creditworthiness. Frontier or its agents may report information about your Service account, including unpaid balances, to credit bureaus. If you are late or delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to consumer credit reporting agencies. Late payments, missed payments or other defaults on your account may be reflected in your credit report. We may also charge you a reactivation fee or decline to reinstate Service if Service is suspended or terminated. In the event we utilize a collection agency or resort to legal action to recover an unpaid balance, you agree to reimburse us for all expenses incurred to recover such unpaid balance, including reasonable attorneys' fees and costs. You expressly authorize, and specifically consent to allowing, Frontier and/or its outside collection agencies, outside counsel, or other agents to contact you in connection with any and all matters relating to unpaid past due charges billed by Frontier to you. You agree that, for attempts to collect unpaid past due charges, such contact may be made to any mailing address, telephone number, cellular phone number, email address, or any other electronic address that you have provided, or may in the future provide, to Frontier.

You authorize Frontier to use outside payment processing agencies or other companies for purposes of paying any refund owed to you. You agree that we or the outside payment processing agency or other company that is responsible for your refund may determine in our or, if applicable, their sole and absolute discretion the form of any refund that we issue to you under this Agreement, and such form may include a credit on your next statement, a check, or a prepaid debit card.

Some customers may receive the Services through a special arrangement with their property owner, property manager or association. If you have such an arrangement, this Agreement shall apply to the Services, except that Frontier may not directly charge you for the Services provided to you as part of the special arrangement. You will be responsible for fees and charges associated with additional Service orders. You may also have an additional agreement or contract with your property owner, property manager or association that covers any special arrangement. Any such additional agreement or contract is outside the terms of this Agreement and Frontier is not responsible for nor bound by the terms of any agreement you may have with your property owner, property manager or association.

## USE OF SERVICE

All use of the Service must be lawful. You agree not to use or to allow others to use the Service for illegal or inappropriate activities, including but not limited to: invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content that is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable. Customers may not retransmit the Service or make the Service available to anyone outside the premises (i.e. Wi-Fi or other methods of networking). Customers may not use the Service to host any type of commercial server.

## NETWORK MANAGEMENT, ACCEPTABLE USE AND SATELLITE FAIR ACCESS AND WI-FI SERVICE

Your use of the Service is subject to Frontier's [Network Management Policy](#), [Acceptable Use Policy](#), and [Satellite Fair Access Policy](#) posted at [frontier.com/corporate/policies](http://frontier.com/corporate/policies). You agree to comply with these policies, which Frontier may modify at any time. In addition, customers must comply with all Frontier network, bandwidth, data storage and usage guidelines in this Agreement and Frontier's policies. Customers whose use of the Service violates any of the provisions of this Agreement or Frontier's policies may have their Service terminated without notice. Frontier, at its sole discretion, may suspend, terminate or apply additional charges to the Service if Service usage by the Customer is determined, by the Company, to be excessive or abusive in any manner. Further, with the rise in spam, viruses and other instances of malware found on the Internet, Frontier reserves the right to restrict or block known ports that in the past have allowed for the transfer of spam, viruses, and other malware. See <https://frontier.com/helpcenter/categories/internet/browsing-the-web>.

To ensure fair Internet access for all satellite internet customers, Frontier maintains a [Satellite Fair Access Policy](#). Customers subscribing to satellite Internet service are encouraged to review this policy as it assigns a Download Allowance to each service plan, which limits the amount of data that may be continuously downloaded within specified time periods. Subscribers who exceed this limit will experience a temporary reduction of speed unless they purchase credits for additional data amounts.

## SERVICE SPEED AND AVAILABILITY

The Broadband Service speeds identified in Frontier's marketing materials and other communications with you reflect Service capability speeds in Service speed tiers. The Service tiers are generally denoted by a name, and by a number that identifies the high-end of that Service tier's maximum speed range. **The high-end of the speed range in a Service tier represents the potential wired maximum speed capability in that Service tier, but is not a statement, representation or guarantee of the maximum speed you will receive.** Some applications such as a short email without attachments or basic Web browsing do not require high speed service capability to function optimally, while other activities such as transferring large data files can be performed faster with higher speed services. The speed capability of the Service plan you purchase may not be suitable for some applications, particularly those involving high-bandwidth uses such as streaming video or video conferencing.

Bandwidth is provided on a per-line (not a per-device) basis. The maximum speed you will receive will depend on a multitude of factors, including, among other things: the distance of your premises from our nearest remote terminal or central office; the equipment in use and number of other users on the portion of our network that connects you to the remainder of our network or the Internet; interference; the wiring inside your premises; and the capacity or performance of your computer, device or modem. Furthermore, the speed you receive at a point in time may vary and may be less than your maximum speed, depending on, among other things, the composition of the information or files you are accessing, usage, and traffic on the Internet, the server with which you are communicating, and the networks you and others are using when communicating.

Frontier makes no promise or warranty, express or implied, that you will be able to download or upload data at any particular speed. If you are dissatisfied with the speed of Service you are receiving, you must contact Frontier in writing to the addresses identified in the Notices section below or by contacting our customer contact center at the telephone number identified on your Frontier bill and provide Frontier with the opportunity to investigate and attempt to address any issues with the Service.

Service is subject to technical line qualification. Service is not available to all locations, and may not be available at certain speeds (or at all) at your location, even if Service is offered in your area or our initial testing indicated that your line qualified for a particular speed or Service. Installation options vary, and charges may apply. In order to utilize Service, you must have a computer or device with sufficient Internet-compatible equipment and software. The Service may be interrupted from time to time for a variety of reasons, and Frontier does not represent or warrant that the Service or the equipment will be available or perform in a manner that meets your needs. You acknowledge and understand that the Services will not function in the event of

a network interruption. Frontier will not be liable for any inconvenience, loss, liability or damage resulting from any preemption, loss, expiration, termination or discontinuation of or interruption of the Service, directly or indirectly caused by Frontier, you or third parties or resulting from any circumstances, including, but not limited to, causes attributable to you or your property, inability to obtain access to the Services, cable cuts or damage, failure of a communications network or our network, inability to access or interruptions in accessing the Services, loss of use of poles or other utility facilities, strike, labor dispute, riot or insurrection, war, explosion, act of terrorism, malicious mischief, vandalism, fire, flood or other acts of God, failure or reduction of power, or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Service. Frontier reserves the right to refuse refunds, offsets and credit allowances for interruptions of Service. Frontier also reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Services (or any function or feature of the Services or any part thereof) without liability.

## **ELECTRICAL POWER AND EQUIPMENT**

The Service requires electrical power from your premises to operate, which you are responsible for providing. Without battery backup, the Service will not function in the event of a loss of customer-supplied power. This will disrupt the Service as well as any additional services that use the Service connection for transport (e.g., VoIP and Digital Voice Service, including e911). Frontier shall not be liable for loss of any Service(s) in the event of interruption of customer-supplied power to, with or without battery backup present in, the Frontier equipment.

You are responsible for all use of your Service and account, whether by you or someone using your account with or without your permission, including all secondary or sub-accounts associated with your primary account, and to pay for all activity associated with your account. You agree to comply with all applicable laws, regulations and rules regarding your use of the Service.

Frontier will make certain equipment available to you that will enable you to connect to your Service. All equipment provided by Frontier or installed by or on behalf of Frontier remains Frontier property unless you purchase the equipment pursuant to an agreement with Frontier. Frontier may require you to return all Frontier-owned equipment in the same condition as when provided, normal wear and use excepted, upon termination of Service. Failure to do so will result in a charge to be determined with reference to Frontier's then-current schedule of equipment charges. You agree to pay such charge(s) even if such equipment is lost (through theft or otherwise) or destroyed. Frontier is not obligated to de-install any equipment, antenna, mount or any cables installed to provision Service. Other than the equipment and/or software provided to you by Frontier for use with the Service, you must provide all equipment, devices, and software necessary to receive the Service. Any equipment or software that was not provided to you by Frontier is not the responsibility of Frontier, and Frontier will not provide support, or be responsible for ongoing maintenance, of such equipment.

## **MANAGEMENT OF YOUR COMPUTER, DATA AND SECURITY**

You are responsible for the security of your computer, hardware, software applications, data and files. Frontier shall not be liable for any damage or loss to your computer, hardware, software applications, data and files. We make no representation or warranty that any software or content installed on your computer(s) or that you download using the Service does not contain a virus or other harmful feature, and it is your sole responsibility to take appropriate precautions to protect your computer and all other personal equipment, software and hardware from damage to their software, files or data as a result of any such virus or other harmful feature.

You are solely responsible for obtaining, maintaining and updating all equipment and software necessary to use the Service, and for management of your information, including but not limited to back-up and restoration of your data. **YOU AGREE THAT FRONTIER IS NOT RESPONSIBLE FOR THE LOSS OF YOUR DATA OR FOR THE BACK-UP OR RESTORATION OF YOUR DATA, REGARDLESS OF WHETHER THIS DATA IS MAINTAINED ON OUR SERVERS OR YOUR DEVICE(S). YOU SHOULD ALWAYS BACK-UP ANY IMPORTANT INFORMATION SEPARATELY FROM DATA STORED ON FRONTIER'S OR ANY THIRD PARTY'S SERVERS.**

Wi-Fi Service and access to Service using a Wi-Fi radio, wireless modem or router or Wi-Fi hotspots is provided over wireless radio waves, which means that your transmissions could be intercepted by unauthorized persons. If you are in a public area or using wireless access, others may be able to view the content on your device. You assume all risk and release Frontier in the event of any damage you may suffer during use of Wi-Fi Service or Service using a wireless modem, router or equipment, including the introduction of any viruses that may occur or breaches from unauthorized third parties.

## SOFTWARE

Frontier may provide you, for a fee or at no charge, software for use in connection with the Service that is owned by Frontier or its third-party licensors, providers and suppliers ("Software"). We reserve the right to update, upgrade or change the Software remotely or otherwise and to make related changes to the settings and software on your computer or equipment, and you agree to permit such changes and access to your computer and equipment at any time. You must use the Software only in connection with the Service and for no other purpose. Certain Software may be accompanied by an end user license agreement ("EULA") from Frontier or a third party. Your use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. You must not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms of the EULA.

## DISCONTINUATION OR TERMINATION

Frontier reserves the right to modify or discontinue the Service (including monthly rates and other charges), temporarily or permanently. If Frontier makes a change that would have a material impact on your Service, Frontier will give you notice as provided in the NOTICE section below. The terms and conditions for changes, if any, will be included in the notice and will be automatically incorporated by reference to this Agreement at: [www.Frontier.com/terms](http://www.Frontier.com/terms). Your continued subscription to the Service after the effective date of the change constitutes your acceptance of the changes and the associated terms and conditions. In lieu of notice and Web site posting, Frontier may instead, at its sole discretion, require customers to enter into an agreement with Frontier regarding temporary material changes.

We may also discontinue or terminate Service if: you do not honor any provision of this Agreement (including payment obligations to Frontier for these or any other Frontier services); you use the Service in a manner that adversely affects other customers or harasses our customers or employees; you or others use the Service to engage in fraud or unlawful conduct or are suspected of doing so; or any regulatory agency, legislative body or court restricts or otherwise prevents Frontier from furnishing the Service.

Unless otherwise required by applicable law, your termination of Service may be effective on the last day of your Frontier billing cycle for all applicable Services, and you are responsible for all charges incurred through the date of termination. Installation or setup fees paid at the initiation of the Service, if any, are not refundable. Termination of Service by us will be effective as provided in our notice to you. Upon termination for any reason, you will be responsible for payment of all outstanding account balances and equipment fees accrued through the date of termination. If a termination is a result of violation by you of the terms of this Agreement, you may also be liable to pay the applicable ETF charge. If your Service is terminated for any reason, you may be required to pay a reconnection fee before Services is reactivated.

You may terminate the Service by giving written notice to the address provided in the Notice section below or contacting Frontier Customer Service if we do not remedy any ongoing breach of the terms and conditions in this Agreement within thirty (30) days after Frontier's receipt of notice from you of such alleged breach. **To the extent permitted by applicable law, your exclusive remedy for a breach by Frontier is (i) termination of service by you, and/or (ii) a credit or refund of the charges you paid after providing notice to Frontier of the alleged breach or any other dispute, but not to exceed charges for ninety (90) days. If you fail to provide Frontier with notice and an opportunity to cure, to the extent permitted by applicable law, termination of service by you is your exclusive remedy for any breach by Frontier.**

You agree that if your Service is terminated for any reason, Frontier has the right to immediately delete all data, files and other information (including any email, address book and/or web storage content) stored in or for your account without further notice to you.

## WARRANTIES AND LIMITATION OF LIABILITY

**YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY FRONTIER (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT), FRONTIER (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES) (COLLECTIVELY, THE "FRONTIER PARTIES"), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED**



**WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. ALSO, THERE IS NO WARRANTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY FRONTIER OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.**

**FRONTIER DOES NOT WARRANT OR GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF FRONTIER HAS ACCEPTED YOUR ORDER FOR SERVICE. THE PROVISIONING OF SERVICE IS SUBJECT TO NETWORK AVAILABILITY, CIRCUIT AVAILABILITY, LOOP LENGTH, THE CONDITION OF YOUR TELEPHONE LINE AND WIRING INSIDE YOUR LOCATION, AND YOUR COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES, AMONG OTHER FACTORS.**

**FRONTIER DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY FRONTIER WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE. FRONTIER SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE. IN NO EVENT SHALL THE FRONTIER PARTIES OR FRONTIER'S THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE, LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, OR RELIANCE ON OR PERFORMANCE OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF FRONTIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.**

**THE LIABILITY OF THE FRONTIER PARTIES, OR (SUBJECT TO ANY DIFFERENT LIMITATIONS OF LIABILITY IN THIRD PARTY END USER LICENSE OR OTHER AGREEMENTS) OUR THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS, FOR ALL CATEGORIES OF DAMAGES SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL NONRECURRING CHARGES, REGULATORY FEES, SURCHARGES, FEES AND TAXES) YOU HAVE PAID TO FRONTIER FOR THE SERVICE DURING THE NINETY (90) DAY PERIOD PRIOR TO WHEN SUCH CLAIM AROSE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF ACTION.**

**ALL OF THE FOREGOING LIMITATIONS STATED IN THIS SECTION SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW, AND ARE NOT INTENDED TO ASSERT ANY LIMITATIONS OR DEFENSES WHICH ARE PROHIBITED BY LAW.**

**ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION ALSO APPLY TO FRONTIER'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS INTENDED THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.**

**THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.**

**INDEMNIFICATION**

You agree to defend, indemnify and hold harmless the Frontier Parties against all liabilities, costs and expenses, including reasonable attorneys' and experts' fees, related to or arising from your use of the Service (or the use of your Service by anyone else): (a) in violation of applicable laws, regulations or this Agreement; (b) to access the Internet or to transmit or post any message, information, software, images or other materials via the Internet; (c) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property; or (d) claims for infringement of any intellectual property rights arising from or in connection with your use of the Service.

## **DISPUTE RESOLUTION WITH FRONTIER BY BINDING ARBITRATION**

**\*\*\*PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS \*\*\***

Frontier encourages you to contact our Customer Service department if you have concerns or complaints about your Service or Frontier. Generally, customer complaints can be satisfactorily resolved in this way. In the unlikely event that you are not able to resolve your concerns through our Customer Service department, you and Frontier each agree to resolve all disputes through binding arbitration or a small claims court rather than lawsuits in courts of general jurisdiction, 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. For any non-frivolous claim that does not exceed \$75,000, Frontier will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from Frontier for your own dispute to the same extent as you would be in court. In addition, under certain circumstances (as explained below), Frontier will pay you more than the amount of the arbitrator's award if the arbitrator awards you an amount that is greater than what Frontier has offered you to settle the dispute.

### **Arbitration Agreement:**

(a) You and Frontier agree to arbitrate **all disputes and claims** between us related to or associated with the Service. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is 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. It also includes claims that currently are the subject of class action or purported class action litigation in which you are not a member of a certified class. References to "Frontier," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of Frontier Broadband Services under this or prior Agreements between us.

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 each agree to 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.

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision, even after the Agreement is terminated.

(b) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Frontier should be addressed to: Frontier Communications, Legal Department, 401 Merritt 7, Norwalk, CT 06851 ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute, and (2) set forth the specific relief sought ("Demand"). If Frontier and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Frontier may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Frontier or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Frontier is entitled.

(c) The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by the terms of this Agreement, and will be administered by the AAA. Procedure, rule and fee information is available from the AAA online at <http://www.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, including the scope, interpretation, and enforceability of section (f) below, are for a court to decide. If your claim is for \$25,000 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 \$25,000, the right to a hearing will be determined by the AAA Rules. Unless Frontier and you agree otherwise, any in-person hearings will take place at a location that the AAA selects in the state of your primary residence. 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 (“AAA fees”) for claims for damages of up to \$75,000 and for claims for non-monetary relief up to the value of \$75,000, as measured from either your or Frontier's perspective (but excluding attorneys' fees and expenses). After Frontier receives notice that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee is subject to change by the AAA. If you are unable to pay this fee, Frontier will pay it directly upon receiving a written request.) 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). In such case, the payment of AAA fees will be governed by the AAA Rules, and you agree to reimburse Frontier for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. If you initiate an arbitration in which you seek relief valued at more than \$75,000 (excluding attorneys' fees and expenses), as measured from either your or Frontier's perspective, the payment of AAA fees will be governed by the AAA Rules.

(d) 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 last written settlement offer, then Frontier will pay you the amount of the award or \$5,000 (“the alternative payment”), whichever is greater. If Frontier does not offer to settle your dispute prior to appointment of the arbitrator, and the arbitrator awards you any relief on the merits, then Frontier agrees to pay you the amount of the award or the alternative payment, whichever is greater. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

(e) 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.

(f) You and Frontier agree to seek, and further agree that the arbitrator may award, 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 seeks any nonmonetary relief, including injunctive or declaratory relief, the arbitrator may award relief on an individual basis only, and may not award relief that affects 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. FURTHERMORE, UNLESS BOTH YOU AND FRONTIER AGREE OTHERWISE IN WRITING, 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 (f)'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.

(g) Notwithstanding any provision in this Agreement to the contrary, you and Frontier agree that if Frontier makes any change to this arbitration provision during the period of time that you are receiving Frontier services, you may reject that change by providing Frontier with written notice within thirty (30) days of the change to the Notice Address provided in (b) above and require Frontier to adhere to the language in this provision. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

## **GENERAL TERMS**

This Agreement, including all Policies referred to herein, constitutes the entire agreement between you and Frontier with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. No changes by you to this Agreement shall be effective unless agreed to in writing signed by an authorized person at Frontier.

If any provision of this Agreement is found by a court or agency of competent jurisdiction to be unenforceable, the parties nevertheless agree that the remaining provisions of these terms and conditions shall remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that provision is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void.

Except as otherwise required by law, you and Frontier agree that the Federal Arbitration Act and the substantive laws of the state and local area in which Services is provided by Frontier, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or related in any way to the subject matter of this Agreement.

All obligations under this Agreement, which, by their nature, would continue beyond the termination of this Agreement, including without limitation, those relating to Warranties and Limitation of Liability, Indemnification and Dispute Resolution with Frontier by Binding Arbitration, shall survive such termination.

Except as expressly set forth in this Agreement, this Agreement shall not provide any third party with a remedy, claim or right of reimbursement. We may assign this Agreement to another entity without any advance consent from or notice to you. You may not assign this Agreement without our consent.

Frontier's failure at any time to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be a waiver of such terms in the future.

To the fullest extent permitted by law, you and Frontier agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles and paragraph headings in this Agreement are for convenience only and have no legal or contractual effect.

## **OUR RIGHT TO MAKE CHANGES**

UNLESS OTHERWISE PROHIBITED BY LAW, FRONTIER MAY CHANGE THE TERMS AND CONDITIONS OF YOUR SERVICE AT ANY TIME BY GIVING YOU 30 DAYS NOTICE BY BILL MESSAGE, BILL INSERT, E-MAIL OR OTHER NOTICE, INCLUDING POSTING NOTICE OF SUCH CHANGES ON THE WWW.FRONTIER.COM WEBSITE. YOU ACCEPT THE CHANGES IF YOU PAY FOR OR USE THE SERVICES AFTER NOTICE IS PROVIDED

## **NOTICES**

Unless otherwise specified in this Agreement, notices to you may be made via email, regular mail, posting online at Frontier.com/terms, recorded announcements, or messages, bill message, bill insert, newspaper ad, postcard, letter or call to your billed telephone number or any other landline or wireless telephone number you have provided to Frontier. It is your responsibility to check for such notices. If you send us an email, you agree that the User ID and/or alias contained in the email is legally sufficient to verify you as the sender and the authenticity of the communication. Notices required under this Agreement by you must be provided to Frontier at:

**ATTENTION: CUSTOMER SERVICE**  
**Frontier Communications**  
**P.O. Box 5166**  
**Tampa, FL 33675**

With a copy to:

**Frontier Communications**  
**Legal Department**  
**401 Merritt 7**

**Norwalk, CT 06851**

Notice by you to Frontier shall be deemed given upon receipt by Frontier.

Last Update: October 6, 2017