

# Frontier Customer

## Notice for Voice-Over-IP (“VoIP”) and Digital Voice Services

This notice includes important information about Frontier’s voice services provided over fiber-optic and/or copper facilities that require electrical power at the customer’s service location for the service to function. These voice services include Voice-Over-Internet Protocol (“VoIP”) service, such as Frontier FiOS<sup>®1</sup> Digital Voice Services, Vantage™ Voice, and all other voice services provided over fiber optic facilities (collectively, “Service” or “Services”). This notice provides important information regarding the limitations associated with these Services’ availability and ability to make emergency 911 and other calls during network interruption or electrical outages. More information is available at the Frontier’s Residential VoIP and Digital Voice Terms of Service at [www.Frontier.com/terms](http://www.Frontier.com/terms) (TOS). THIS NOTICE ALSO REQUIRES THAT ANY DISPUTE RELATED TO THE SERVICE BE RESOLVED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN LAWSUITS, JURY TRIALS OR CLASS ACTIONS, AS EXPLAINED MORE FULLY BELOW.

### Service Description

The Service is an enhanced voice communication service, including all software, equipment and other features provided by Frontier related to the Service. Frontier’s Service includes direct-dialed calling and certain calling and call management features or advanced features associated with the Service, including additional features or advanced features which may be offered at additional costs, all of which Frontier, in its sole discretion, may add, modify, or delete from time to time. Frontier’s Service also includes a telephone number or numbers that may be included in Frontier printed directories and/or directory assistance databases, and options, available at additional costs, to have numbers withheld from Frontier printed directories and/or directory assistance databases. All Service subscribers shall comply with the Acceptable Use Policy as specified in the TOS. The Service is not mobile or nomadic and will function only in your service location.

When you use or pay for Frontier’s Service, you are agreeing to the provisions in Frontier’s TOS. You become the main account holder for each telephone number assigned to the Frontier’s Service and all plans, features, and functionalities associated with each telephone number, whether those telephone numbers, plans, features, and functionalities are purchased initially or are added subsequently. The provisions in this notice and the Frontier’s TOS apply to all such telephone numbers, and to the Frontier Services’ plans, features, and functionalities for both the main account and all sub accounts.

You agree that the use of the Frontier’s 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.

### Service-Limitations, including Power Outages and Backup Batteries

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

YOU HEREBY ACKNOWLEDGE AND AGREE TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF 911 CALLING OVER FRONTIER'S SERVICE AND THE DISTINCTIONS BETWEEN 911 CALLING OVER FRONTIER'S 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.

You are responsible for providing the electrical power necessary for the Frontier's Service to function. The Service (including 911 dialing) will not function during a power outage without a back-up power source. An optional battery back-up feature is available from Frontier for your Service. With a fully-charged battery (or batteries), the battery back-up feature may power the basic calling functions of your Frontier's Service for up to eight (8) to twenty (20) hours, depending on the type of battery backup device installed, in the event of a power outage. 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.

You acknowledge and understand that Frontier's Service requires electrical power to function and that, therefore, you must at all times maintain a working backup battery for your Frontier's Service to function. It is your responsibility to purchase or obtain a battery backup. It is also your responsibility to ensure the battery remains charged and to replace the battery periodically. Your backup battery or batteries may be in different locations, depending on your network configuration: (i) You may have an Optical Network Terminal (ONT), which is a box typically located on the side of your house or in your garage. It will have a power supply unit with an internal or external backup battery, typically located inside your garage, that powers the ONT; or (ii) You may have a Residential Gateway (RG) unit is inside your home near your primary computer or television set. It requires home-provided electrical power, and has an internal and/or external backup battery. During a power outage, you will not be able to make or receive calls, including 911 calls, unless you have functioning battery backup equipment.

A backup battery unit will not function properly if the battery is not charged or the battery is not replaced periodically. Batteries lose their functionality over time due to a variety of reasons, including age, corrosion, and weather and temperature extremes. You agree to periodically check your Service backup battery, and replace it as necessary, to insure that it has sufficient charge in order it to provide backup power in case of a power outage. Depending on the type of battery backup unit you have, you can check the battery level by monitoring the battery level indicator on the battery backup unit itself, on the RG/ONT, or using a battery test strip. If the indicator shows a low battery, contact Frontier or the manufacturer to request a replacement at a nominal charge.

You acknowledge and understand that it will take 18 hours or more to charge a backup battery after Frontier's Service is installed, the backup battery is utilized and/or after a replacement battery is installed. In the event of a power outage, the battery backup unit only supplies power for voice services from a phone that is not dependent on a power supply. Cordless phones and telecommunications devices used to assist customers with disabilities require a separate power supply to function. Frontier recommends that you have at least one alternative means of calling 911 in a power outage such as cellphone service, which can access the network without the need of a power source.

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 Frontier's Service. You acknowledge and understand that the backup batteries initially supplied by Frontier do not provide power for cordless phones or telecommunications devices used to assist customers with disabilities and that, if you are using such devices with Frontier's Service, a separate backup

battery or other power source may be required if there is a power outage. You acknowledge and understand that 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. You also acknowledge and understand that you are solely responsible for obtaining and maintaining backup batteries or other sources of power for any cordless phones you use with Frontier's Service. If you require a new battery you may notify Frontier or the manufacturer to request replacement.

You acknowledge that 911 service over Frontier's Service will not function if your service is not configured correctly or if your Frontier's Service is interrupted or not functioning for any reason, including, but not limited to, in the event of a power outage, network outage, or disconnection of your service because of payment 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 your Services, including use for 911 calling. You acknowledge that Frontier strongly recommends you maintain, at all times, an alternative means of accessing 911 services.

You acknowledge and understand that Frontier will not be liable for any losses incurred directly or indirectly as a result of Service outage and/or inability to dial 911 using your Frontier's Service or inability to access emergency service personnel for any reason, including but not limited to the 911 characteristics and limitations set forth in this notice and/or the characteristics, limitations, and/or failure of the 911 network itself.

Frontier's Service is provided to you over a broadband (Internet Protocol or "IP") network. If the Internet connection or network is out, disrupted, congested or otherwise impaired, your Frontier's Service will not function and you will not be able to make 911 calls with this Service.

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.

Frontier's Service requires a regular analog touchtone landline telephone, which you must supply and which must be connected to the Frontier network interface of the ONT or RG, either directly or through your service location's inside wiring. (Rotary and pulse phones will not work).

Frontier's Service will work only in your service location. You will not be able to make any calls, including 911 calls, from any other location, even if you move your Service equipment to the new location. You agree that neither you nor a third party will move any equipment used for Frontier's Service within your premises or to any other physical location outside of the premises where it was installed by Frontier. Frontier's Service is not designed to be nomadic and will not function properly if the network interface connection is moved or altered by a non-Frontier employee.

Frontier does not guarantee that Frontier's Service will be continuous or error-free. You acknowledge and understand that Frontier cannot guarantee that Frontier's Service is completely secure and Frontier is not liable for fraudulent or unauthorized usage of the Service.

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

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. 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.

### **Security Alarm and Other Device Compatibility**

Frontier makes no warranty that (i) Frontier's 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 or network outages.

Monitored fire alarm and burglar alarm systems and medical monitoring devices may not be compatible with Frontier's 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 Frontier's Service as the communications pathway, you agree to contact your provider for those systems/devices to determine compatibility with Frontier's Service and to arrange for your alarm system provider to test such systems/devices after installation of Frontier's Service. Subsequent installation of these systems may require re-wiring of Frontier's Service, which may also result in time and material charges. (Frontier does not provide support for, or re-wiring of Frontier's Service in support of, medical monitoring systems or devices). You also acknowledge and understand that even if such systems and devices are compatible with Frontier's Service, they will not be able to communicate with monitoring stations during a power outage unless you maintain battery backup power for Frontier's Service as described in this notice and Frontier's TOS.

Once Frontier's 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 your RG/ONT 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.

By accepting service, you acknowledge and agree to the provisions in this notice and the Frontier's TOS, use Frontier's Service at your own risk and waive any claim against Frontier for interference with or disruption of a monitored fire alarm or burglar alarm system, a medical monitoring device, or other such systems or devices due to the Frontier's Service.

### **Warranties and Limitations 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 NOTICE 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**

Without limiting any provisions of this notice and the Frontier's TOS, you agree to defend, indemnify, and hold harmless Frontier, its subsidiaries, affiliates, officers, agents, directors, employees, and any other service provider who furnishes services to you in connection with the Frontier's Service, from any and all claims, losses (including loss of profits or revenue), liabilities, damages, fines, penalties, demands, actions, costs, and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of you or any third party or user of the Frontier's Service, regardless of the nature of the claim, including without limitation claims related to 911 dialing, arising from or in connection with any failure or outage of Frontier's Service or any failure or outage of the 911 network itself.

#### **Dispute Resolution By Binding Arbitration Provision Which Applies To You And Your Use Of Frontier Services**

**\*\*\*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 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.

### **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 required, 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 by you to Frontier 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.

