



## **Frontier Residential VoIP and Digital Voice Terms of Service**

THIS DOCUMENT IS A LEGALLY BINDING AGREEMENT AND DESCRIBES THE TERMS AND CONDITIONS PURSUANT TO WHICH FRONTIER (“Frontier” or “we”) 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 (“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 (“this Agreement”).**

### **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.

**Time-Period Term Arrangements.** Frontier may provide discounted term arrangements, gifts and/or promotions to customers who commit to a time-period term contract arrangement. If you are a term customer, your Service is subject to the term commitment you agreed to. You understand and agree that you must continue to purchase the Service for a minimum term to receive any promotional offer or discount. If applicable, the term commitment will automatically renew for the same time period each time it expires unless you notify Frontier or we notify you of termination before the term commitment period ends. If you do not fulfill your commitment for the minimum term (or, if renewed, the renewal term), you will be liable for and agree to pay to Frontier a termination charge that you agreed to when ordering Service. At the end of your promotional term, the rates for your Service may increase and/or any promotional discounts or offers may terminate. At the end of your term commitment, different service and equipment charges may also apply going forward.

**International Calling.** The current charges and rates for international calling are available by contacting Frontier Customer Service at 1.800.921.8101.



**Notice of Changes.** You agree to promptly notify Frontier whenever your personal or billing information changes (including, for example, your name, address, email address, telephone number, and credit card number and expiration date). You acknowledge and agree that Frontier will be sending you information, including via email, over the Internet.

**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.

## **SERVICE CHARGES**

The applicable charges, including equipment charges, for Service are identified at the time Service is ordered. Frontier may also bill you additional charges or fees, including separate Service and equipment fees. It is your responsibility to review your bill carefully and contact Frontier immediately after receiving your bill if there are any charges you dispute or that are inconsistent with the information provided to you at the time you ordered the Service. Frontier may, in its sole discretion, change or modify the rates you are charged for the Service or equipment at any time. We may notify you of any such changes by posting notice of them on the Frontier website, by sending notice via email or postal mail, or by a bill message. 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.

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 the Service. 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 to pay costs and fees, including attorney's fees, we incur to collect any unpaid balance from you. A reasonable handling charge, up to \$30.00 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. Interest and/or a late payment fee at the rate of 1.5% per month or the highest rate allowed by law depending on the state in which you subscribe to Service 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 90 days after your receipt of a bill, the bill will not be subject to further challenge.

## **TERM AND TERMINATION; SUSPENSION**

**Termination.** This Agreement shall continue until terminated by either party as permitted by this Agreement.

**Termination of Service with Notice.** Either you or Frontier may terminate this Agreement without cause by giving notice to the other in accordance with the notice provision set forth in this Agreement. Termination of Service by you will be effective upon your notice to Frontier. Termination by Frontier shall be effective thirty (30) days after the date of notice to you, except as otherwise provided in this Agreement. Frontier will not refund monthly charges paid to Frontier when you terminate the Service between billing cycles. If you terminate service and do not fulfill your commitment for the minimum term (or, if renewed, the renewal term), you will be liable for and agree to pay to Frontier a termination charge that you agreed to when ordering Service.

**Limitation, Suspension and/or Termination of the Service by Frontier.** Frontier can, without notice, limit, suspend or terminate your Service if: (i) you are in breach of any of the terms of this Agreement or any payment obligations with respect to the Service, or if charges owed by you to any Frontier affiliate are past due for service(s) provided to you; (ii) your use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service, Frontier's network or the use and enjoyment of other users; (iii) we are required by a judicial, legislative or regulatory body of competent jurisdiction to suspend or terminate your Service; (iv) a ruling, regulation, or order is issued by a judicial, legislative or regulatory body that conflicts with this Agreement; (v) we for any reason cease to offer or modify the Service in whole or in part; (vi) you no longer meet the prerequisites for the Service; (vii) you, any user of your Service, or any authorized contact on your account threatens our representatives, uses vulgar and/or inappropriate language toward our representatives engages in other abusive messaging or calling; (viii) we take action to prevent or to protect against fraud, or to otherwise protect Frontier's personnel, agents, facilities, or services; (ix) you use, or attempt to use, the Service for commercial, business or other non-residential purposes; or (x) for any good cause. Frontier shall have sole discretion in its determination of whether any of the conditions (i) – (x) are met.

**Repair of Service.** We have the right at any time to suspend or interrupt the Service to make necessary repairs or changes in our facilities. We may refuse to repair the Service if we determine that the conditions at your premises are unsafe for us or our agents.

**Restoration of Service.** Frontier, in its sole discretion, may refuse to accept your request or application for Service following a termination or suspension of your use of the Service. You must pay past due charges before the Service is reconnected and, if your Service is terminated or suspended for any reason, you may be required to pay a reconnection fee if the Service is reactivated. If Service is disconnected for fraudulent or unauthorized use of Service, Frontier may, before restoring Service, require you to make, changes in facilities or equipment at your expense to address the fraudulent or unauthorized use.





## **NETWORK MANAGEMENT, USAGE LIMITATIONS AND FAIR USE POLICY**

A very small percentage of customers use the Service in a way that creates harm to the network, compromises capacity, degrades network performance or service levels, or may adversely impact access to or the use of the Service by other customers. Frontier reserves the right to engage in

reasonable network management practices, and to protect its network from harm, compromised capacity, degradation in network performance or service levels, or uses of the Service which may adversely impact access to or the use of the Service by other customers. Reasonable network management practices that Frontier may adopt include, but are not limited to, a modification of a customer's serving facility or service technology. In the event that Frontier adopts a network management practice that will apply to your Service, we will provide you with a notice, by Web posting, bill message, bill insert, email, letter, and/or other means, which describes the network management practice and explains how it could impact your Service. Additional information regarding Frontier's data network management practices is available at:

<https://frontier.com/networkmanagement>

## **PRIVACY POLICY**

The Service may use, in whole or in part, a managed data network, the public internet and third-party networks to transmit voice and other communications. Frontier will take reasonable measures with respect to the secure transmission of the Service. Frontier will treat your personal information in accordance with its then-current Privacy Policy (available at [frontier.com/corporate/privacy-policy](https://frontier.com/corporate/privacy-policy)) and the terms of this Agreement. The Frontier Privacy Policy is incorporated into this Agreement by reference. You agree to the terms of the Privacy Policy, which describes Frontier's use and disclosure of information about your account and your use of the Service. In the event of a conflict between Frontier's Privacy Policy and the other terms of this Agreement, this Agreement shall control.

In the course of providing the Service to you, we may collect certain information that is made available to us solely by virtue of our relationship with you, such as information about the quantity, technical configuration, type, destination and amount of your use of the telecommunications services you purchase. This information and related billing information is known as Customer Proprietary Network Information, or CPNI. (CPNI does not include your name, address, and phone number.) We may use this information, without further authorization by you, to offer you: (i) services of the type you already purchase from us, and (ii) the full range of products and services available from Frontier and other Frontier companies that may be different from the type of services



you currently buy from us. Use of your information will permit us to offer you a package of services tailored to your specific needs. Without further authorization by you, we may also share your information with other Frontier companies with whom you already have an existing service relationship.

## **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. 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**

**CUSTOMER OWNED DEVICES/EQUIPMENT, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONCERNING YOUR SERVICE. FRONTIER DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. 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 TELEPHONE EQUIPMENT/DEVICE CONFIGURATION AND CAPABILITIES, AMONG OTHER FACTORS. IN THE EVENT YOUR SERVICE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR FRONTIER SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY FRONTIER-PROVIDED EQUIPMENT). FRONTIER SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, AT ANY TIME OR FROM TIME TO TIME, OR FOR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY THAT IS CAUSED BY**





**ANY OF THE FOLLOWING: (1) ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR OTHER THIRD PARTY; (2) EQUIPMENT, NETWORK OR FACILITY FAILURE, UPGRADE, SHORTAGE, RELOCATION OR MODIFICATION; (3) EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER TO YOU; OR (4) ANY OTHER CAUSE THAT IS BEYOND FRONTIER'S CONTROL.**

**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.**

**FRONTIER RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL AND EQUITABLE CLAIMS AGAINST YOU PERTAINING TO YOUR USE OR MISUSE OF THE SERVICE OR FOR YOUR BREACH OF THE AGREEMENT (INCLUDING ANY POLICIES RELATING TO THE SERVICE).**

## **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) 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 (c) 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**

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 the Service 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 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 currently is \$200 but 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 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.

## **FORCE MAJEURE**

You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service and that Frontier is not liable for such interruptions. You further understand and agree that Frontier has no control over third-



party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are beyond the control of Frontier. In addition, Frontier is not liable for any failure of performance due to any cause beyond its reasonable control including acts of God, fire, explosion, vandalism, terrorism, cable cut, major weather disturbance, national emergencies, riots, wars, labor difficulties, supplier failures, shortages, breaches, any law, order, regulation, direction, action, or request by any government, civil, or military authority, or suspension of existing service in compliance with state and/or federal law, rules, and regulations, or delays caused by you or your equipment.

## **OTHER GENERAL TERMS**

If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force. Frontier's failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future. This Agreement will be governed by the laws of the state where the Service is provided, without regard to its choice of law rules. 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 written consent. All obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive such termination, cancellation or expiration.

## **FRONTIER'S RIGHT TO MAKE CHANGES**

UNLESS OTHERWISE PROHIBITED BY LAW, FRONTIER MAY CHANGE THE TERMS AND CONDITIONS OF YOUR SERVICE, INCLUDING RATE CHANGES AND DISCONTINUATION OF PROMOTIONAL PRICING AND DISCOUNTS, AT ANY TIME BY GIVING YOU 30 DAYS NOTICE BY BILL MESSAGE, BILL INSERT, EMAIL 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. IN ADDITION, WE RESERVE THE RIGHT TO IMMEDIATELY MODIFY THE SERVICE TO REFLECT ANY CHANGE IN ANY GOVERNING LAW, UNDERLYING NETWORK SERVICE OR COMPONENT AFFECTING THE SERVICE.

## **ENTIRE AGREEMENT**

The terms and conditions of this Agreement, together with the Service order and any specific agreement regarding a term commitment and price agreed upon by you and





Frontier, are the entire agreement between you and Frontier, which may only be amended as described above. These terms and conditions supersede any inconsistent or additional promises made to you by any of our employees or agents. If you have signed (including electronically) an agreement with Frontier, in the event of a conflict between that agreement signed by you and Frontier and this document, the signed agreement shall control.

## **NOTICES**

Notices required under this Agreement by you must be provided to us at:

**Frontier Communications  
Legal Department  
401 Merritt 7  
Norwalk, CT 06851**

With a copy to:

**Frontier Communications  
1398 S. Woodland Blvd.  
Deland, FL 32720**

Notice by Frontier to you (including notice of changes to this Agreement) shall be deemed given when: (a) transmitted to your primary Frontier email address; or (b) mailed as a letter, bill message, bill insert postcard or other notice via the US mail to your billing address on file with us; or (c) when posted to the [Frontier.com/terms](http://Frontier.com/terms) website.

Date: April 6, 2016