



## Terms and Conditions for Frontier Business Services

### About These Terms and Conditions

**THIS DOCUMENT IS A LEGALLY BINDING AGREEMENT AND DESCRIBES THE TERMS AND CONDITIONS PURSUANT TO WHICH FRONTIER WILL PROVIDE YOU WITH BUSINESS SERVICE ("Service") AND REQUIRES THAT ANY DISPUTE BE RESOLVED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN LAWSUITS, JURY TRIALS, OR CLASS ACTIONS, AS EXPLAINED MORE FULLY BELOW. BY USING FRONTIER BUSINESS SERVICES OR EQUIPMENT, YOU ("Customer") ARE AGREEING TO THESE TERMS AND CONDITIONS.**

**IF YOU SIGN AN AGREEMENT WITH A PHYSICAL OR ELECTRONIC SIGNATURE, THAT AGREEMENT SUPERSEDES ANYTHING INCONSISTENT IN THESE TERMS AND CONDITIONS.**

### Provision of Services and Equipment

Frontier will provide and the Customer agrees to pay for the voice, data and/or video service, including installation and maintenance services (collectively "Service"), and/or purchase or lease of related equipment ("Equipment"), pursuant to these Terms and Conditions.

Customer acknowledges that certain Services may be governed by a written agreement with Frontier or a tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between these terms and conditions and an applicable agreement or tariff, the agreement or tariff shall control except with respect to any matter addressed herein that is not in the applicable agreement or tariff, for which these terms and conditions shall control.

Frontier will provide, maintain and repair the Frontier owned facilities and equipment used to provide the Services, up to and including the point at which the facilities and equipment are made available for interconnection to Customer's premises equipment or inside wiring. Customer shall provide Frontier reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Service and/or equipment, including obtaining approvals, permits or licenses from third parties as necessary. Customer will provide all reasonable information and authorizations required by Frontier for the purpose of installing Services and/or Equipment, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing Frontier to act on the Customer's behalf related



to the Services and auxiliary third party services. Customer will cooperate in good faith and follow through with any coordination efforts required in a timely manner.

Only authorized agents and representatives of Frontier may perform maintenance work. Any repair, alteration, configuration or servicing of Frontier's facilities or equipment by Customer or third parties without the written consent of Frontier is a default of these terms and conditions and cause for termination at Frontier's option.

If Frontier is unable to commence performance of its maintenance obligations hereunder due to circumstances within Customer's control, any related costs incurred by Frontier, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer. Customer will reimburse Frontier for all costs incurred for maintenance and repair if: (i) the equipment is altered, maintained or repaired by any party other than Frontier, without Frontier's prior written consent, (ii) the malfunction is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); and (iii) if the problem originated from a source unrelated to the Equipment.

Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of the Equipment in accordance with manufacturer's documentation and Frontier's installation standards; and (ii) a well-lighted and safe working area that complies with all local safety standards and regulations.

The Services may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and agreed to by Frontier, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to Frontier's network or to the network of an underlying carrier or service.

Customer is responsible for all charges billed by other carriers. Frontier shall not be responsible for the installation, operation, repair or maintenance or performance of equipment, facilities, software or service not provided directly by Frontier. Customer is responsible to provide equipment compatible with the Service and Frontier's network and facilities, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and Frontier's installation standards. With respect to each Customer-designated location, Customer is responsible for taking all steps necessary to interconnect the Service at such location.



Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and related equipment. Customer is solely responsible for ensuring that all of Customer's data files are adequately duplicated and documented at all times. Frontier and its contractors are not responsible or liable for data loss for any reason.

Frontier will manage its network in Frontier's sole discretion and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services. Customer's use of the Service is subject to Frontier's [Network Management Policy](#) posted at [frontier.com/corporate/policies](http://frontier.com/corporate/policies). Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's network without notice to Customer. Customer shall designate a primary contact for receipt of such notice.

Customer represents and warrants that its use of the Service and Equipment will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of these terms and conditions and it will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.

Customer and its employees shall be the only permitted end-user of the Services and Equipment. All use of the Service(s) must be lawful and consistent with Frontier's [Commercial Internet Acceptable Use Policy](#) posted at [frontier.com/corporate/policies](http://frontier.com/corporate/policies). 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). Customer shall not resell or bundle the Services or equipment, nor permit any third party to access the Services or Equipment in exchange for compensation of any kind.

## Term

These Terms and Conditions apply to any Service ordered from and provided by Frontier. Customer will purchase the Services for the period of time identified by Frontier at the time Service was ordered (the "Service Term"), subject to these Terms and Conditions. If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional one-year periods, subject to these terms and conditions and at the then applicable one-year term rate, excluding promotional rates. 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.

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.

## **Billing and Payment**

Customer shall pay all charges for Services identified at the time Service was ordered and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage-based charges with respect to the Services.

In addition to the applicable charges set forth in the tariffs and disclosures, Customer shall pay all federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (exclusive of taxes based on the net income of Frontier or its affiliates), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated including but not limited to Primary Interexchange Carrier Charge, Federal Pre-Subscribed Line Charge, Carrier Cost Recovery Surcharge, E-911, Universal Service and Local Number Portability, 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. 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.

Unless otherwise stated, the Service Term and billing for the Service, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or (ii) five (5) days following Frontier's installation of such Service(s), and such date is deemed the commencement of the applicable Service Term. All payments shall be due within thirty (30) days of the invoice date and late payments shall be subject to a late payment fee of the greater of nine dollars (\$9) or one and one-half percent (1.5%) per month unless the maximum late payment fee is limited by law. The late payment fee referred to above will be in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay. In the event Customer disputes any invoiced amount, Customer will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge. Frontier reserves the right to suspend or terminate any or all Services or terminate the provision, lease, installation or repair of any or all equipment immediately if Customer is overdue more than thirty (30) days for payments that have not been disputed in good faith. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services.

### **Cancellation and Early Termination Charges**

If Customer cancels any Service prior to delivery of any equipment or installation of the Service, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any equipment restocking fees.

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. If Customer terminates Service, or Frontier terminates Service as a result of Customer's default, then unless otherwise specifically provided in writing, Customer shall immediately pay Frontier a termination charge equal to all unpaid amounts applicable to the terminated Service through the date of termination, plus the MRC and all related taxes and surcharges multiplied by the number of months remaining in the applicable Service Term, if any.

Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this Section are intended, therefore, to establish liquidated damages in the event of termination and are not



intended as a penalty.

### **Limitation of Liability and Warranty Provisions**

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.

The liability of Frontier and its affiliates related to the Service shall in no event exceed the limitations of liability set forth in the applicable tariffs or regulatory rule or order, or, if





there is no applicable tariff provision, rule or order, the total amount paid for the applicable Service, or equipment during the prior 12 months. In cases of a Service Outage, liability shall be limited to 1/720 of the monthly recurring charge for each hour of the Service Outage. A "Service Outage" is an interruption in Service caused by a failure of Frontier's equipment or facilities, excluding degradation or disruption due to maintenance or an event outside Frontier's complete control. Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services, or for downtime of Services, except as expressly set forth herein.

IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING, FRAUD BY THIRD PARTIES.

Frontier warrants that its equipment and facilities will be maintained in good working order and installation and maintenance services will be performed in a workmanlike manner. **THIS LIMITED WARRANTY IS FRONTIER'S EXCLUSIVE WARRANTY AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO ITS FACILITIES, TRANSMISSION EQUIPMENT, DATA AND SERVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON- INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. FRONTIER DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.**

These terms and conditions shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services and/or the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

Customer agrees that the Services and Equipment, and Frontier's performance



hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

No action, regardless of form, relating to the Services may be brought more than two (2) years after the cause of action has arisen or charges have been billed whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under state law. **FURTHER, THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN 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.**

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.

### **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 Unlimited 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 BACKUP 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.

## **Indemnification**

Customer shall indemnify, defend and hold Frontier and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorney's fees) to the extent arising out of or relating to any claim, action or proceeding brought by any third party based upon: (i) Customer's breach of these terms and conditions; (ii) Customer's negligence or willful misconduct in the performance of its obligations under these terms and conditions; (iii) use of the Equipment or Services by third parties, including employees, contractors or agents; (iv) any infringement or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any other person's use of the Equipment or Services or content transmitted to or from the Customer's location using the Equipment or Service; (v) any combination of the Equipment or Services with other equipment or services not provided by Frontier, or any modification of the Equipment or Services; (vi) any bodily injury (including illness or death) or property damage caused by the Customer or associated with the Equipment or Service; (vii) Customer's failure to maintain an adequate and safe environment free from any liens, or permitting unauthorized repairs; and (viii) the content of communications transmitted via the Equipment or Services. The obligations under this Section 6 are independent of any other obligation under these terms and conditions.



## Confidentiality

Customer and Frontier may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter "Information") shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the Information or the circumstances of disclosure, to be confidential or proprietary to the discloser. Except as required by law or regulation, Customer and Frontier agree not to disclose any Information to any third party and to keep Information in a secure place available only to employees, affiliates, contractors or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, and who need to know the Information for purposes of the business dealing between Customer and Frontier, and to use Information only in connection with such business dealings. This Section is enforceable by injunction.

Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of six (6) years from delivery of each item of Information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier.

Notwithstanding anything herein to the contrary, Frontier shall have the right to include Customer's name in a public list of current customers who use Frontier's services, provided Frontier does not make any representation with respect to Customer and does not attribute any endorsements to Customer, without Customer's prior written consent. In addition, Frontier may publicly identify Customer as a new customer of Frontier or an existing customer obtaining expanded or additional services from Frontier, as the case may be.

## Default

**Breach by Customer:** If Customer fails to make any payment when due and such failure continues for five (5) days after notice, or fails to comply with any other term or condition of these terms and conditions, and such failure continues for thirty (30) days after notice, then Frontier shall have the right either to suspend the Service, or any portion thereof, until the default is remedied or to terminate the Service in whole or in part. Notwithstanding the above, in the following circumstances Frontier may immediately suspend Services and, after (i) giving notice to Customer with an opportunity to respond appropriate to the circumstances and (ii) Customer's failure to respond, Frontier may terminate any or all Services, remove Equipment from Customer's premises and immediately repossess Equipment:

In the event of unauthorized, unlawful or improper use or abuse of the facilities, equipment, or Service, or



If, in the sole judgment of Frontier, Customer's use of the facilities, equipment, or Service has or will have an adverse effect on the business of Frontier or the efficiency of Frontier's personnel, network, property or service; or

Such action is necessary to meet the exigencies of an emergency; or

A court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer. In addition, Frontier shall have the right to take immediate action, including termination of the Service and severing of the connection to its network without notice to Customer when injury or damage to Frontier personnel, network, property or service is occurring, or is likely to occur.

**Breach by Frontier:** If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of written notice from Customer of such breach, Customer may terminate the Service which is the subject of such breach. This is Customer's exclusive remedy for a breach by Frontier.

### **Force Majeure**

In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

### **Assignment**

The responsibility for the Services may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign its responsibilities related to the Service to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Frontier. Frontier may subcontract portions of the work to be performed hereunder but shall remain fully liable to Customer for the workmanlike performance thereof.

### **Work Site Conditions**

If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work associated with the Service, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges for the Service based on any increase in costs incurred by Frontier.

Customer agrees to release, indemnify, defend and hold harmless Frontier from and



against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the premises.

### **Title and Risk of Loss**

Risk of loss or damage for equipment and facilities provided pursuant to these terms and conditions and/or used by Frontier to provide the Services shall pass to Customer at time of delivery to Customer.

Unless expressly sold to Customer, any equipment installed at Customer's premises in connection with the Services remains the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of any applicable Service or Equipment lease, such equipment shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event of Customer's failure to comply with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of such equipment.

Customer will reimburse Frontier for any loss of, or damage to, any Frontier facilities or equipment in or on Customer's premises or property resulting from theft, willful injury, or any other cause whatsoever, other than any loss or damage resulting from either a natural disaster or the negligence or willful misconduct of Frontier or its agents.

### **Competition**

Customer recognizes the availability of competitive alternatives for receiving the Services and Equipment provided either now or in the future, and has freely elected to accept these terms and conditions in order to receive the benefits of the Services.

### **Government Regulation**

To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, these terms and conditions shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder.

### **Governing Law**

These terms and conditions shall be governed by and construed according to the laws of





the State in which Services or Equipment are being provided hereunder without regard to its conflicts of laws provisions. Any related litigation may be brought in any State or Federal courts of competent jurisdiction within such State. Customer and Frontier consent to personal jurisdiction in such courts.

### **No Waiver**

If either party fails, at any time, to enforce any right or remedy available to it under these terms and conditions, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

### **Severability**

A declaration by any court, or other binding legal source, that any provision of these terms and conditions is illegal and void, will not affect the legality and enforceability of any other provisions of these terms and conditions, unless the provisions are mutually dependent.

### **Notice**

All notices under this Agreement including notices of Default (See Section 8. above) must be provided in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice. For all other matters, including notice of changes to these terms of service, change or modification of 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 via email, regular mail, posting online at [Frontier.com/terms](https://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. Continuing to use the Service after notice of a change is acceptance of the change.

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.

### **Independent Contractor Relationship**

Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.

### **Dispute Resolution**

Except as otherwise specifically provided in or permitted by these terms and conditions, all disputes arising in connection with these terms and conditions shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days, or any agreed further period, the parties are unable to resolve the dispute, then the parties may seek dispute resolution by binding arbitration. Customer and Frontier agree that either 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.

### **Arbitration Agreement - Dispute Resolution By Binding Arbitration 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.



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 certifies 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.

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”). Notice must (1) describe the nature and basis of the claim or dispute, and (2) set forth the specific relief sought (“Demand”). If 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.

The arbitration will be governed by the Consumer Arbitration Rules of the American Arbitration Association (“AAA”), as modified by the terms of this Agreement, and will be administered by the AAA, unless You elect or AAA requires the Commercial



Arbitration Rules to apply to your dispute ("AAA Rules"). 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 where Service is provided. 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 attorney's 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 attorney's fees and expenses), as measured from either your or Frontier's perspective, the payment of AAA fees will be governed by the AAA Rules.

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.



Although Frontier may have a right to an award of attorneys' fees and expenses if it prevails, Frontier agrees that it will not seek such an award.

You and Frontier agree to seek, 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.

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.

### **Merger and Modification**

These Terms and Conditions and any signed, written agreements between the Customer and Frontier contain the entire agreement between the parties relating to the subject matter hereof, and may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party.

### **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.