



## Frontier TV Terms of Service (Indiana)

**THESE TERMS AND CONDITIONS STATE IMPORTANT REQUIREMENTS REGARDING YOUR USE OF FRONTIER TV AND YOUR RELATIONSHIP WITH FRONTIER AND ITS AFFILIATES INCLUDING THE REQUIREMENT 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. YOU SHOULD READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AND OURS.**

**IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICE AND YOU MUST TERMINATE YOUR SERVICE IMMEDIATELY.**

This Agreement sets forth the terms and conditions under which you the subscriber ("you," "your" or "Subscriber") agree to use Frontier TV (the "Service", including Equipment and Programming) and under which Frontier affiliates ("Frontier," "us" or "we") agree to provide Frontier TV to you.

**THIS IS A CONTRACT. PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AND OURS.**

**IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE AND CONTACT US IMMEDIATELY TO TERMINATE IT.**

### **1. ACCEPTANCE OF AGREEMENT; AGREEMENT TERMS GENERALLY INCLUDED**

This Agreement starts when you accept it. By accepting this Agreement, you and any other users of Frontier TV within your premises are bound by its conditions. Your acceptance of this Agreement occurs upon the earlier of: (a) your electronic or oral acceptance during the submission of your order; or (b) your use of the Service. This Agreement will end when you or we terminate this Agreement as permitted below.

This Agreement includes the terms and conditions set forth below, plus the specific elements of your Bundled Services plan, including the plan's pricing, duration and applicable Early Termination Fee ("ETF"), all as described in the information made available to you when placing and confirming your order, our Frontier TV Privacy Notice, and the other policies and materials specifically referred to in this Agreement, all of which are incorporated into this Agreement by reference. Please retain a copy of this Agreement for your records.

### **2. DEFINITIONS**

The term "Service" means Frontier's Frontier TV, including, without limitation, all Programming, Equipment, media or program guide, software, technical support, and other features, products and services provided as part of and included with our television service. The Service does not include voice telephony service or Frontier dial-up or Frontier's Fiber



Internet or DSLbased Internet services. The term "Equipment" shall include, without limitation, the Set Top Box ("STB") provided by Frontier to you for use with the Service, along with any software contained in or downloaded to the STB as part of the Service, as well as any remote controls or other devices or components provided by Frontier to you for use with the Service. The term "Equipment" shall also include the router provided to you by Frontier ("Router"). The term "Premises" refers to the physical location at which the Service has been installed. "Programming" means content provided by Frontier or its third party licensors, providers or suppliers and provided as part of and included with the Service, including, without limitation, images, photographs, animations, video programming, information services, audio, music, and text, irrespective of the manner or format in which such content is delivered. The term "Bundled Services" means a combination or "bundle" of Frontier TV with one or more eligible Frontier services, including but not limited to Fiber Internet or High Speed Internet Service or Frontier voice services.

### **3. SERVICE CHANGES**

Subject to applicable law, we reserve the right to change, re-arrange, add, delete or otherwise modify the Service at any time, with or without prior notice to you, including changing, rearranging or otherwise modifying our Programming packages, the selections available in those packages, the Equipment, and any other features, products and services that we offer.

### **4. USE OF THE SERVICE**

(a) You agree to use the Service only for your private non-commercial use and enjoyment within your Premises. Unless otherwise specifically authorized by us in writing, the Programming distributed via the Service may not be viewed or otherwise displayed in areas open to the public, including, without limitation, commercial establishments. You may not rebroadcast or transmit the Programming or charge admission for its viewing. You may not take any actions to alter or avoid any security or access controls or restrictions associated with the Service or Equipment.

(b) You are responsible for all use of the Service, whether by you or someone using the Service with or without your permission. You agree not to use the Service, directly or indirectly, for any unlawful purpose, including without limitation, violation of the copyright laws through the use, production, copying, rebroadcast or redistribution of any Programming distributed as part of the Service or recorded utilizing equipment containing digital video recording devices. You further agree that your use of the Service is your sole responsibility, at your own risk, and subject to all applicable local, state, and federal laws and regulations. We in our sole discretion, or any Programming provider, may prosecute you and other responsible parties under applicable federal, state and local laws in the event that the Service is used for an unlawful purpose. As described in more detail in Section 13 below, you agree to indemnify us in the event of any such violation by you or anyone using the Service at the Premises.



(c) You understand and agree that not all Programming may be suitable for all viewers, and users of the Service may have access to Programming that may be sexually explicit, obscene, offensive, or otherwise unsuitable or objectionable, especially for children under the age of eighteen (18). You further understand and agree that it is your responsibility to impose any viewing restrictions you determine are appropriate to limit viewing and access to potentially objectionable material, and you agree to supervise usage of the Service at your Premises. YOU AGREE THAT WE ARE NOT RESPONSIBLE TO YOU OR ANYONE ELSE VIEWING PROGRAMMING OR INFORMATION PROVIDED ON, OR ACCESSED THROUGH, THE SERVICE FOR ANY CONTENT THAT YOU OR OTHERS MAY DEEM TO BE OBJECTIONABLE FOR ANY REASON AND YOU WAIVE ANY CLAIMS AGAINST US FOR ANY INJURY OR HARM RELATING TO SUCH CONTENT OR THE VIEWING OF PROGRAMMING. YOU FURTHER UNDERSTAND AND AGREE THAT WE ARE NOT RESPONSIBLE FOR THE INFORMATION OR MATERIALS ACCESSIBLE VIA THE INTERNET THROUGH USE OF THE SERVICE. IN ADDITION, YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY PURCHASES OR OTHER TRANSACTIONS MADE THROUGH, USING, OR IN CONNECTION WITH THE SERVICE.

## **5. SOFTWARE LICENSES AND THIRD PARTY SERVICES**

(a) We may provide you, for a fee or at no charge, software for use in connection with the Service which is owned by us or our third party licensors, providers and suppliers ("Software"). We reserve the right periodically to update, upgrade or change the Software remotely or otherwise and to make related changes to the settings and software on your computer or the Equipment, and you agree to permit such changes and access to your computer and the Equipment. You may use the Software only in connection with the Service and for no other purpose.

(b) Certain Software may be accompanied by an end user license agreement ("EULA") from us or a third party. Your use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms of the EULA.

(c) ) For Software not accompanied by a EULA, you are hereby granted a revocable, nonexclusive, non-transferable license by us or our third party licensor(s) to use the Software (and any corrections, updates and upgrades thereto). You may not make any copies of the Software. You agree that the Software is confidential information of Frontier or its third party licensors and that you will not disclose or use the Software except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by us or our third party licensors. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the



Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that we or our third party licensors continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.

(d) Your license to use the Software will remain in effect until terminated by Frontier or its third party licensors, or until your Service is terminated. Upon termination of your Service, you must cease all use of and immediately delete the Software from any device not returned to us.

(e) If you subscribe to or otherwise use any third party services offered by Frontier, your use of such services is subject to the EULA of that third party provider. Violation of those terms may, in our sole discretion, result in the termination of your Service.

## **6. AUTHORIZED USER; PREMISES; REFUSAL OF SERVICE**

(a) You acknowledge that you are eighteen (18) years of age or older, and that you have the legal authority to enter into this Agreement. You agree to notify us immediately whenever your personal or billing information changes (including, for example, your name, address, credit card and telephone number).

(b) You agree to allow us and our representatives the right, at reasonable times, to enter the Premises for the purpose of installing, maintaining, servicing, inspecting, upgrading and/or removing the Service (including any Equipment).

(c) You acknowledge and agree that you are either an owner of, or legal tenant in, your Premises, and as such have the right to allow us and our representatives to enter and make modifications to the Premises in connection with the delivery of the Service.

(d) We reserve the right, in our sole discretion, to refuse to provide the Service to you for any reason at any time, consistent with law.

## **7. PERSONAL DATA AND PRIVACY POLICY**

Frontier will treat your personally identifiable information provided to us in accordance with our current Privacy Policy, which is subject to change. A copy of the Privacy Policy is available at [www.frontier.com/policies](http://www.frontier.com/policies).

## **8. CHANGES TO THIS AGREEMENT**

We reserve the right to change this Agreement at any time. Notification of changes to this Agreement will be provided to you as outlined in Section 14 below. Changes to this Agreement will be effective 30 days after notification to you. By continuing to use the



Service after notice of a change to this Agreement, you accept the change and agree to abide by it.

## **9. EQUIPMENT; MAINTENANCE AND OWNERSHIP OF EQUIPMENT**

(a) We do not guarantee that the Service will work correctly if you use equipment to access the Service other than the Equipment provided by Frontier. We have no responsibility for the operation or support, maintenance or repair of any equipment, software or services that you choose to use in connection with the Service or with the Equipment provided by us. We assume no responsibility for the operation of the Service if equipment other than the Equipment we provide to you is used to access the Service.

(b) You acknowledge and agree that, except with respect to the Router, at all times ownership of the Equipment shall remain with us and that this Agreement allows you to use Equipment only in connection with your receipt and use of the Service. We may, at our option, supply new or reconditioned Equipment to you. We will repair and maintain the Equipment owned by us, as well as the Router, at our expense, unless such repair or maintenance is made necessary due to misuse, abuse or intentional damage to the Equipment, in which case you will be financially responsible for the repair or replacement of the damaged Equipment. You also agree that the Equipment will not be serviced by anyone other than our employees or our designated agents or representatives. You further agree not to tamper with or otherwise harm the Equipment, and that you will not copy, modify, reverse compile or reverse engineer any Equipment, software or firmware provided by Frontier in connection with the Service. Upon termination of the Service or if the occupancy or ownership of your Premises changes, you are responsible for returning the Equipment to us in an undamaged condition, subject only to reasonable wear and tear. With respect to the Router only, if your Service is terminated for any reason prior to the first thirty-six (36) months of Service, you will be required to return the Router to us and failure to do so will result in an Equipment charge of \$99. After the first thirty-six months of Service you may keep the Router if your Service terminates. Failure to return any Equipment owned by us, or returning Equipment in a damaged condition (subject only to reasonable wear and tear) will result in the imposition of an Equipment fee that may be substantial. The charges for damaged and unreturned Equipment are as follows: Cable Card - \$100; STB Digital adapter - \$175; STB Standard Definition - \$240; STB HD - \$350; STB SD DVR - \$75; and/or STB HD DVR - \$550.

(c) In the event that the Equipment owned by Frontier is stolen, you are required to provide us with a copy of the police report to verify that the Equipment was reported stolen. If no report is produced, then you will be held financially responsible for the stolen Equipment.

## **10. TERMINATION OF SERVICE; TERMINATION FEES.**

(a) You or Frontier may terminate the Service at any time and for any reason. Termination by you will be effective upon your notice to Frontier. Installation or setup fees paid at the initiation of the Service, if any, are not refundable. Termination by us will be effective upon



notice to you. Upon termination for any reason, you will be responsible for payment of all outstanding account balances and Equipment fees accrued through the date of termination, up to \$360 unless prorated. If a termination is a result of violation by you of the terms of this Agreement, you may also be liable to pay an Early Termination Fee as set forth in Section 11(b). We may, at our sole discretion, refuse to accept your subsequent request for Service following a termination or suspension of your use of the Service. If your Service is terminated for any reason, you may be required to pay a reconnection fee or additional deposit before the Service is reactivated.

**(b) EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IF YOU HAVE CHOSEN TO SUBSCRIBE TO A BUNDLED SERVICES PLAN WITH A MINIMUM TERM COMMITMENT, IF ANY OF THE BUNDLE SERVICES ARE TERMINATED BY YOU OR BY US AS A RESULT OF VIOLATION BY YOU OF THIS AGREEMENT BEFORE COMPLETING YOUR MINIMUM TERM, THEN YOU AGREE TO PAY FRONTIER THE EARLY TERMINATION FEE SET FORTH IN THE BUNDLED SERVICES PLAN YOU HAVE CHOSEN.**

## 11. PRICING AND PAYMENT

In consideration for your receipt of the Service and use of any Equipment, you agree to pay us as follows:

(a) **Service Fees.** Billing for the Service will begin automatically upon installation of the Service and continue until the Service is terminated by you or by us in accordance with this Agreement. You will begin receiving any discount associated with a Bundled Services plan once all of Bundled Services have been installed. Regular Service and Equipment charges are billed each month in advance. You agree to pay us in advance, at our rates in effect at the time, through all periods until the Service is terminated. Other transactional charges, such as for video on-demand services, are billed after the applicable service or feature has been ordered or provided to you. You may also be required, based on your ordering and payment history, to provide pre-invoice payment bill by credit card or such other payment method as we may designate for transactional services such as video-on-demand services. You agree to pay all applicable charges for the Service and Equipment by the due date set forth in your monthly invoice. Rates for the Service and other charges may be changed by us at any time, subject to prior notice as required by applicable law. If we provide you with notice, it will be provided as set forth in Section 14 below. Your invoice may also contain certain other charges (including, without limitation, taxes and other governmental fees and charges such as franchise fees, account activation and installation charges, surcharges, reactivation fees, customized setup fees, interest on past due balances, returned payment fees, Early Termination Fees and other nonrecurring charges) and you agree to pay such other charges by the due date set forth in your invoice. The waiver of any fees or charges is at our discretion. If you cancel any component of a Bundled Services plan, the monthly



charges for the remaining services on your account will automatically convert to the applicable existing non-discounted monthly service rate.

(b) **Plans with Minimum Terms.** 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. At the end of your term, you may be given the option to select a new Bundled Services plan. If you do not select a new Bundled Services plan, your account will automatically convert to a month-to-month plan at a monthly fee that may be higher than your current rate. If you subscribe to a new Bundled Service plan, the terms of that plan will apply.

(c) **Third-Party Charges.** You acknowledge and agree that you may incur charges with third parties that are separate and apart from the Service Fees charged by us. These may include charges resulting from accessing on-line services or purchasing products and services through interactive options available through the Service. You are solely responsible for all charges payable to third parties, including all applicable taxes. In addition, you are solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions.

(d) **Late Fees.** If we do not receive your full and complete payment by the due date, we may charge you a late fee on the unpaid balance and may also terminate or suspend your Service. In the event we utilize a collection agency or resort to legal action to recover an unpaid balance, you agree to reimburse us for all expenses incurred to recover such unpaid balance, including reasonable attorneys' fees and costs.

(e) **Customer Deposits.** We may require that you provide us with a refundable deposit ("Customer Deposit") prior to or upon the activation or reactivation of the Service. We may also require an additional Customer Deposit after activation of the Service if you fail to pay any amounts when due hereunder or seek to upgrade your Service. We may apply Customer Deposit against any unpaid amounts at any time. Within ninety (90) days of termination of Service, we shall return a sum equal to the Customer Deposit, without interest unless otherwise required by law, minus any amounts due on your account including, without limitation, any amounts owed to us for unreturned or damaged Equipment.

(f) **Questions About Your Monthly Invoice.** Subject to applicable law, if you intend to dispute a charge on your bill, you must contact us within 60 days of the date you receive the bill in question. **UNDISPUTED PORTIONS OF YOUR BILLING STATEMENT MUST BE PAID BY THE DUE DATE TO AVOID A LATE FEE AND POSSIBLE SUSPENSION OR TERMINATION OF THE SERVICE.**

(g) **Payments.** Except as otherwise permitted under applicable law, you agree that you will pay your bill by check, credit or debit card, electronic funds transfer payments or such other payment method as we may designate. The outstanding balance is due in full each month. If any bank or other financial institution refuses to honor any payment, draft or instrument



submitted for payment to your account, we may charge you a fee in accordance with applicable law. Based on your election and subject to our approval, Frontier or its agent will bill you directly, or bill your charge card or local Frontier telephone bill (where available). **IF YOU ELECT TO BE BILLED ON YOUR FRONTIER PHONE BILL, BY USING THE SERVICES YOU AGREE TO HAVE ALL SERVICE CHARGES INCLUDED ON YOUR PHONE BILL. IF YOU SUBSCRIBE TO BUNDLED SERVICES PLAN, THEN ALL OF THE BUNDLED SERVICES MUST BE BILLED ON YOUR FRONTIER PHONE BILL.**

(h) Consents Regarding Credit. We may evaluate your credit history before modifying or providing you Service. In order to establish an account with us and/or obtain or modify the Service, you hereby authorize us to obtain a report from a consumer credit agency and to exchange information with others in connection with determining your creditworthiness. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to consumer credit reporting agencies.

## **12. WARRANTIES AND LIMITATION OF LIABILITY**

**1. 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.**

**2. 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. IN THE EVENT YOUR LINE 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).**

**3. 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.**

**4. 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.**

**5. 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 SIX (6) MONTH 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. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW, AND ARE NOT INTENDED TO ASSERT ANY LIMITATIONS OR DEFENSES WHICH ARE PROHIBITED BY LAW.**

**6. ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION 12 ALSO APPLY TO FRONTIER'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.**



**7. 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.**

**13. INDEMNIFICATION**

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

**14. NOTICES**

1. Notices required under this Agreement by you must be provided to us at: Attention: Customer Service, P.O. Box 8000, Hayden, Idaho, 83835. Notice by Frontier to you (including notice of changes to this Agreement under Section 3) shall be deemed given when: (a) transmitted to your primary Frontier.com email address; or (b) mailed via the US mail or hand-delivered to your address on file with us; or (c) when posted to the Announcements page of the Website.

2. 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.

**15. 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, we 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. 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 are currently the subject of purported class action litigation in which you are not a member of a certified class. References to "Frontier," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of Frontier Broadband 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 agree to each unconditionally waive the right to a trial by jury or to participate in a class action, representative proceeding, or private attorney general action. Instead of arbitration, either party may bring an individual action in a small claims court for disputes or claims that are within the scope of the small claims court's authority. In addition, you may bring any issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf.

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 – Arbitration, 3 High Ridge Park, Stamford, CT 06905 ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set for 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 these Terms of Service, 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 the 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 unless you and Frontier agree otherwise. 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 seek any non-monetary 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 these Terms 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 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.

## **16. GENERAL PROVISIONS**

1. All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination of this Agreement, including without limitation, those relating to Limitation of Liability and Indemnification, shall survive such termination.
2. Frontier will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body,



acts of God, acts of third parties, fires, floods, strikes, work slow-downs or other labor-related activity, or an inability to obtain necessary equipment or services.

3. You may not assign or otherwise transfer this Agreement, or your rights or obligations under it, in whole or in part, to any other person. Any attempt to do so shall be void. We may freely assign all or any part of this Agreement with or without notice and you agree to make all subsequent payments as directed.

4. Except as otherwise required by law, you and Frontier agree that the substantive laws of New York, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement Except as otherwise required by law, including New York laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

5. Use, duplication or disclosure by any Government entity is subject to restrictions set forth, as applicable, in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19, FAR 12.212, DFARS 227.7202, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Frontier or its licensors and suppliers. The use of Software and documentation is further restricted in accordance with the terms of this Agreement.

6. Frontier's failure at any time to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be a waiver of such terms in the future. Except where this Agreement specifically provides otherwise, if any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

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

Last update: January 14, 2015 (04252022)