

Frontier Communications Online and Long Distance Inc. Terms of Service

This Agreement is between you as our Subscriber and Frontier Communications Online and Long Distance Inc. (or its affiliates listed in Section 16 ("Frontier")) and it sets forth the terms and conditions under which you agree to use and we agree to provide the Service, 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.

THIS IS A CONTRACT. PLEASE READ THESE TERMS CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS DO NOT USE THE SERVICE AND CONTACT US IMMEDIATELY TO TERMINATE IT.

1. Term and Acceptance of Agreement; Agreement Terms Generally Included.

The term of this Agreement will be either month-to-month or for the term specified for the Service or Bundled Service plan you select (the "Term"). The Term begins when you accept this Agreement and ends when you or we terminate this Agreement as permitted herein.

Acceptance by you of this Agreement occurs upon the earlier of: (a) your acceptance of this Agreement electronically during an online order, registration or when installing the Software or the Equipment; (b) your use of the Service; or (c) your retention of the Software or Equipment we provide beyond thirty (30) days following delivery. If you change Service plans, your term and monthly rate may change (depending on the plan you select), but all other provisions of this Agreement will remain in effect unless otherwise noted.

This Agreement consists of the terms below, plus (a) the specific elements of your Service or Bundled Service 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); (b) our Acceptable Use Policy (Attachment A) and Additional Services Terms (Attachment B); and (c) other Frontier policies referred to in this Agreement (including our Privacy Policy), all of which are

incorporated herein by reference. A current version of this Agreement and related policies are posted online at frontier.com/policies and at frontier.com/terms.

2. DEFINITIONS AND CHANGES TO SERVICE.

- a) "Broadband Services" means FiOS® or DSL-based Internet services (whichever applies) from Frontier. Frontier's DSL-based Internet service is also known as "High Speed Internet" ("HSI").
- b) "Bundled Service(s)" means a combination or "bundle" of a Broadband Service with one or more other eligible Frontier services, including but not limited to FiOS® TV from Frontier, Frontier Freedom Value or Frontier Freedom Essentials, Digital Voice or
- c) "Content" means content provided by Frontier or its third party licensors or suppliers and accessible on the Service, including without limitation images, photographs, animations, video, audio, music, and text in any format.
- d) "Equipment" means the modem, router and/or other equipment provided by Frontier for use with the Service.
- e) "Service" means all Frontier dial-up, Broadband Service and access services (where applicable), Software, Equipment, Content, Additional Services as defined in Attachment B, technical support, email, domain name server ("DNS") and related services, Frontier Web Sites and other products and services provided by Frontier under the pricing plan applicable to your Service. The Service does not include voice telephony services.
- f) "Frontier Web Site(s)" mean the sites located at <http://www.Frontier.com>, which are comprised of various web pages, tools, information, software, content, and features operated by Frontier.

3. REVISIONS TO THIS AGREEMENT.

From time to time we will make revisions to this Agreement and the policies relating to the Service. We will provide notice of such revisions by posting revisions to the Website Announcements page, or sending an email to your primary Frontier.com email address, or both. You agree to visit the Announcements page periodically to review any such revisions.

We will provide you with at least thirty (30) days notice prior to the effective date of any increases to the monthly price of your Service or Bundled Service plan (excluding other charges as detailed in Sections 8.1(a)-(d)); revisions to any other terms and conditions shall be effective on the date noted in the posting and/or email we send you. By continuing to use the Service after revisions are effective, you accept and agree to abide by them.

4. AUTHORIZED USER, ACCOUNT USE, AND RESPONSIBILITIES.

- 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 promptly to notify Frontier whenever your personal or billing information changes.
- b) 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 and to only use the Service within the United States (unless otherwise permitted by this Agreement).
- c) Restrictions on Use. The Service is a consumer grade service and is not designed for or intended to be used for any commercial purpose. You may not resell the Service, use it for high volume purposes, or engage in similar activities that constitute such use (commercial or non-commercial). If you subscribe to a Broadband Service, you may connect multiple computers/devices within a single home to your modem and/or router to access the Service, but only through a single Frontier-issued IP address. You also may not exceed the bandwidth usage limitations that Frontier may establish from time to time for the Service, or use the Service to host any type of server. Violation of this section may result in bandwidth restrictions on your Service or suspension or termination of your Service.
- d) Dial-Up Accounts. If you subscribe to Dial-up Service, your Service may be subject to log-off automatically and without notice if your account is idle for fifteen minutes. An account session may be deemed to be idle if there appears to be no interactive, human generated data received

from your computer system within a prescribed amount of time. Use of automatic re-dialer, script or other programs for the purpose of avoiding inactivity disconnects is a violation of this Agreement. You may only use your account for one log-on session per connection type at a time and you may not use more than one IP address for each log-on session.

- e) Broadband Accounts. Additional User IDs provided for Broadband customers' email boxes may not be used as dial-up connections.

5. PRIVACY POLICY; LEGAL COMPLIANCE.

Frontier reserves the right to provide account and user information, including email, to third parties as required or permitted by law (such as in response to a subpoena or court order), and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter. Such cooperation may include, but is not limited to, monitoring of the Frontier network consistent with applicable law. In addition, Frontier is required by law to report any facts or circumstances reported to us or that we discover from which it appears there may be a violation of the child pornography laws. We reserve the right to report any such information, including the identity of users, account information, images and other facts to law enforcement personnel.

6. AVAILABILITY OF AND CHANGES TO SERVICE.

- a) Service and Bandwidth Availability and Speed. The Service you select may not be available in all areas or at the rates, speeds, or bandwidth generally marketed, and some locations may not qualify for the Service even if initial testing showed that your line was qualified. We will provision qualified HSI lines at the maximum line rate available to your location based on our standard line qualification procedures, unless you have selected a level of service with a lower maximum line rate. Bandwidth is provided on a per-line (not a per-device) basis. The bandwidth available to each device connected to the network will vary depending upon the number, type and configuration of devices using the Service and the type of use (e.g., streaming media), among other factors. The speed of the Service will vary based on network or Internet congestion, your computer configuration, the condition of your

telephone line and the wiring inside your location, among other factors. We and our suppliers reserve the right, at any time, with or without prior notice to you, to restrict or suspend the Service to perform maintenance activities and to maintain session control.

- b) Changes to your local voice telephony service. If you change your local telephone company or discontinue your local telephone service, we may in our discretion either terminate your Service or continue to provide Broadband Service without local Frontier voice service at the then-current rates, terms and conditions applicable to your new Service plan and you agree to pay any new or higher monthly fee that may apply to your new Service plan. If we elect to terminate your Service under this Section 6.2, then we reserve the right to charge any early termination fees and to apply the Equipment return terms under Section 9.
- c) Conversion from DSL Service to FiOS® Internet Service. When Frontier is able to provision Service utilizing fiber optic technologies, we may in our discretion terminate your DSL Service and cease offering DSL Service to your location. In such case, we will offer you FiOS Internet Service at the then applicable rates and terms, which may differ from your previous DSL Service rates and terms. If you are on a Term Plan and terminates or ceases to offer service to your location under this Section 6.3, you shall not be liable to pay the ETF.
- d) Changes to Service or Features. Frontier reserves the right to change any of the features, Content or applications of the Service at any time with or without notice to you. This includes the portal services we may make available as part of the Service or for an additional charge.

7. 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 Frontier or its 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 Equipment, and you agree to permit such changes and access to your computer and 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 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 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, non-exclusive, non-transferable license by Frontier or its applicable 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 Frontier or its 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 Frontier or its 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 or any Additional Services 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 your computer.

- 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.
- f) All title and intellectual property rights (including without limitation, copyrights, patents, trademarks and trade secrets) in and to the Frontier Web Sites (including but not limited to, related software, images, photographs, animations, video, audio, music, text, and content), are owned by Frontier, its affiliates or licensors. All title and intellectual property rights in and to the information and content which may be accessed through use of the Frontier Web Sites are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement does not grant you any rights to use such content, nor does it grant any rights to the Frontier Web Sites, other than the right to use the Frontier Web Sites according to the terms of the Agreement.

8. PRICING; BILLING; CHANGES TO SERVICE PLANS AND PAYMENT.

- a) Prices and Fees; Billing. You agree to pay the fees applicable to your Service or Bundled Service, either on a monthly or prepaid basis, as applicable, and to pay: a) applicable taxes, b) surcharges, c) recovery fees, d) telephone charges, e) activation fees, f) installation fees, g) set-up fees, h) equipment charges, i) ETFs, and j) other recurring and nonrecurring charges associated with the Service plan you have selected. The taxes, fees and other charges detailed in a)-d) above may vary on a monthly basis. Surcharges and recovery fees are not taxes and are not required by law, but are set by Frontier and may change. You also agree to pay any additional charges or fees applied to your account, including interest and charges due to insufficient credit or insufficient funds. Non-recurring charges such as set up, activation and installation fees, and equipment charges, will be included in your first bill. Monthly Service and Bundled Service recurring charges will be billed one month in advance; any usage charges will be billed in arrears. Pre-paid pricing plans for Additional Services will be billed in advance.

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 A BUNDLED SERVICE PLAN, THEN ALL OF THE SERVICES INCLUDED IN THE BUNDLED SERVICE PLAN MUST BE BILLED ON YOUR FRONTIER PHONE BILL. Billing for Dial-up Service will automatically begin upon registration of your account. Billing for Broadband Services will automatically begin on the date provisioning of your Broadband Service is complete ("Service Ready Date"). Billing for Additional Services will begin on your Service Ready Date if you are also ordering a new Broadband Service. Otherwise, billing for Additional Services will begin upon submission of your order, unless otherwise noted. We may, at our election, waive any fees or charges. 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 month-to-month service rate.

- b) Plans with Minimum Terms. If you choose a Service or Bundled Services plan with a minimum term commitment, you agree to maintain your Service for the term of that plan (a "Term Plan"). For Broadband Services, your Term Plan begins on the later of: (a) the date you change your existing Broadband Service plan to a Term Plan; or (b) your Service Ready Date; for Bundled Services, your Term Plan begins once all Bundled Services have been provisioned. You will begin receiving any discount associated with a Bundled Services plan once all Bundled Services have been provisioned. At the end of any Term Plan you may be given the option to select a new Term Plan. If you do not select a new Term Plan, your Service will automatically convert to a month-to-month Service plan at a monthly fee that may be higher than your current rate. If you select a new Term Plan, the terms of that plan will apply.
- c) Pre-paid Service Plans for Additional Services. You may be given the option to select a pre-paid service plan for Additional Services

("Prepaid Service Plan") which will begin on the later of: (a) the date of your order, or (b) the date you change to the Prepaid Service Plan.

There will be no refunds for Prepaid Service Plans. At the end of any Prepaid Service Plan, you may be given the option to select a new Prepaid Service Plan. If you do not select a new Prepaid Service Plan, your Service will automatically convert to the then-current month-to-month rate for the Additional Service.

- d) Discontinuation of Service for Nonpayment. We may discontinue your Service without notice if Service charges on your telephone bill or charge card are refused for any reason, or if you fail to make payment when due or to provide us with a new charge card expiration date before the existing date expires.
- e) Late Fees. If any portion of your bill is not paid by the due date, Frontier may charge you a late fee on unpaid balances and may also terminate or suspend your Service without notice. If your charges are billed by your Frontier local carrier, the late fee will be equal to the late payment charge that the local exchange carrier applies. Otherwise, the late fee will be the lesser of 1.5 % per month, or the highest rate permitted by law. If Frontier uses a collection agency or legal action to recover monies due, you agree to reimburse us for all expenses we incur to recover such monies, including attorneys' fees.
- f) Local Telephone, Toll and Long Distance Charges. FRONTIER IS NOT RESPONSIBLE FOR ANY CHARGES, INCLUDING BUT NOT LIMITED TO, LONG DISTANCE AND METERED LOCAL OR TOLL CHARGES INCURRED WHEN YOU ACCESS THE SERVICE. YOU SHOULD CHECK WITH THE LOCAL PHONE COMPANY TO DETERMINE WHETHER A DIAL-UP NUMBER YOU HAVE SELECTED IS A LOCAL CALL FROM YOUR LOCATION AND WHETHER ANY CHARGES APPLY. FRONTIER DOES NOT GUARANTEE THAT ANY DIAL-UP ACCESS NUMBERS WE PROVIDE WILL BE A LOCAL CALL FROM YOUR LOCATION. ADDITIONAL CHARGES, WHICH MAY BE SUBSTANTIAL, APPLY TO REMOTE DIAL UP ACCESS, WHICH IS AVAILABLE FROM CERTAIN LOCATIONS ONLY.

- g) Limitation on Special Pricing Promotions. You may only take advantage of one special pricing promotion during any consecutive twelve (12)-month period.
- h) Refundable Deposit. We may require that you provide us with a refundable deposit, which will be specified at the time of your order ("Subscriber Deposit"). We may also require an additional deposit after activation of the Service if you fail to pay any amounts when due. Within ninety (90) days after termination of your Service, we will return your Subscriber Deposit, less any unpaid amounts due on your account, including any amounts owed for unreturned or damaged Equipment. Amounts held on deposit will not accrue interest except as required by law.
- i) Credit Related Matters. 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 Service, we may obtain a report from a consumer credit agency or exchange information with our affiliates in connection with determining your creditworthiness. If you fail to pay your bill, we may submit a negative credit report to a credit reporting agency, which will negatively affect your credit report.

9. TERMINATION OR SUSPENSION OF SERVICE.

- 1. Termination of Service.
 - l. Subscribers with Month-to-Month Accounts. If you are a month-to-month Service customer, either you or Frontier may terminate this Agreement any time by giving notice to the other as set forth in this Agreement. Termination by you will be effective upon your notice to us. Activation or set-up fees paid at the initiation of your Service, if any, are not refundable, except during any applicable 30-day MBG period.
 - 2. Subscribers with Term Plans; Early Termination Fee. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IF YOUR BROADBAND SERVICE IS TERMINATED BY YOU OR BY US BEFORE COMPLETING YOUR TERM PLAN, THEN YOU AGREE TO PAY FRONTIER THE ETF SET FORTH IN THE PRICING PLAN YOU HAVE CHOSEN. If you terminate Service at your location, your existing Term Plan cannot be carried over to a new Service location.

- II. Termination and/or Suspension by Frontier. Frontier reserves the right to change, limit, terminate, modify or temporarily or permanently cease providing the Service or any part of it with or without prior notice if we elect to change the Service or a part thereof or if you violate the terms of this Agreement. If Frontier terminates your Service under this Section 9.1.3, you must immediately stop using the Service and you will be responsible for the applicable fees and/or Equipment charges set forth in Sections 8.5, 9.1.1, or 9.1.2. If the termination is a result of violation by you of the terms of this Agreement, you also shall be liable to pay the ETF. If Frontier terminates or ceases to offer service to your location, you shall not be liable to pay the ETF. If your Service is reconnected, a reconnection fee may apply.
2. Deletion of Data upon Termination. YOU AGREE THAT IF YOUR SERVICE IS TERMINATED FOR ANY REASON, FRONTIER HAS THE RIGHT TO IMMEDIATELY DELETE ALL DATA, FILES AND OTHER INFORMATION (INCLUDING EMAILS, ADDRESS BOOK AND WEB STORAGE CONTENT) STORED IN OR FOR YOUR ACCOUNT WITHOUT FURTHER NOTICE TO YOU.
3. Return of Equipment upon Termination. If your Service is terminated for any reason prior to the end of the first year of service and you received Equipment at no charge from Frontier, you must return the Equipment to Frontier or you will be charged for the Equipment.

10. MANAGEMENT OF YOUR DATA AND COMPUTER.

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

- b) Content and Data Management by Frontier. We reserve the right to: (a) use, copy, display, store, transmit and reformat data transmitted over our network and to distribute such content to multiple Frontier servers for back-up and maintenance purposes; and (b) block or remove any unlawful content you store on or transmit to or from any Frontier server. We do not guarantee the protection of your content or data located on our servers or transmitted across our network (or other networks) against loss, alteration or improper access.
- c) Your Responsibilities Regarding Security. You agree that you are solely responsible for maintaining the security of your computer(s) and data, including without limitation, encryption of data and protection of your User ID, password and personal and other data. WE STRONGLY RECOMMEND THE USE (AND APPROPRIATE UPDATING) OF COMMERCIAL ANTI-VIRUS, ANTI-SPYWARE AND FIREWALL SOFTWARE.
- d) Monitoring of Network Performance by Frontier. Frontier automatically measures and monitors network performance and the performance of your Internet connection and our network. We also will access and record information about your computer and Equipment's profile and settings and the installation of software we provide. You agree to permit us to access your computer and Equipment and to monitor, adjust and record such data, profiles and settings for the purpose of providing the Service. You also consent to Frontier's monitoring of your Internet connection and network performance, and to our accessing and adjusting your computer settings, as they relate to the Service, Software, or other services, which we may offer from time to time. We do not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of Frontier or its authorized vendors, contractors and agents.

11. LIMITATIONS ON USE OF THE SERVICE.

- a) You acknowledge and agree that Frontier (a) is not responsible for invalid destinations, transmission errors, or the corruption of your data; and (b) does not guarantee your ability to access all websites, servers or other facilities or that the Service is secure or will meet your needs.

- b) You acknowledge that the Service will allow access to information which may be sexually explicit, obscene or offensive, or otherwise unsuitable for children. You agree that the supervision of use of the Service by children is your responsibility and that Frontier is not responsible for access by you or any other users to objectionable or offensive content. FRONTIER STRONGLY RECOMMENDS THE USE OF COMMERCIALLY AVAILABLE CONTENT FILTERING SOFTWARE.
- c) You understand and agree that if you type a nonexistent or unavailable Uniform Resource Locator (URL), or enter a search term into your browser address bar, Frontier may present you with an advanced web search page ("AWS Page") containing suggested links based upon the query you entered in lieu of your receiving an NXDOMAIN or similar error message. Frontier's provision of the AWS Page may impact applications that rely on an NXDOMAIN or similar error message and may override similar browser-based search results pages. If you would prefer not to receive AWS Pages from Frontier, you should follow the opt-out instructions that are available by clicking on the "About the Search Results Page" link on our AWS Page.
- d) You are not authorized to use any Frontier name or mark as a hypertext link to any Frontier Web site or in any advertising, publicity or in any other commercial manner without the prior written consent of Frontier.
- e) You agree that Frontier assumes no responsibility for the accuracy, integrity, quality completeness, usefulness or value of any Content, advice or opinions contained in any emails, message boards, chat rooms or community services, or in any other public services or social networks, and that Frontier does not endorse any advice or opinion contained therein, whether or not Frontier provides such service(s). Frontier does not monitor or control such services, although we reserve the right to do so.
- f) You represent that when you transmit, upload, post or submit any content, images or data using the Service you have the legal right to do so and that your use of such data or content does not violate the copyright or trademark laws or any other third party rights.

- g) Websites linked to or from the Service are not reviewed, controlled, or examined by Frontier and you acknowledge and agree that Frontier is not responsible for any losses you incur or claims you may have against the owner of third party websites. The inclusion of any linked websites or content from the Service, including websites or content advertised on the Service, does not imply endorsement of them by Frontier.
- h) If you choose to access the Frontier Web Sites from locations outside the United States, you do so on your own initiative and you are responsible for compliance with all applicable local use controls, laws and regulations, including those relating to the transmission of technical data exported from or imported to the United States or the country in which you reside. Frontier makes no representation that materials on the Frontier Web Sites are appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited.

12. WARRANTIES AND LIMITATION OF LIABILITY.

- a) 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.

- b) 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).
- c) 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.
- d) 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.

- e) 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.
- f) 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.
- g) 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.

- a) 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.
- b) 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 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.

- a) 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.
- b) 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.
- c) 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.
- d) 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.

- e) 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.
- f) 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.
- g) 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.

ATTACHMENT A ACCEPTABLE USE POLICY

Residential Internet Acceptable Use Policy

Customer understands that the following restrictions are applied to the service. If violated, the service will be terminated without notice.

1. General

Our customers may not use our network, machines, or services in any manner which:

- Violates any applicable law, regulation, treaty, or tariffs.
- Violates the acceptable use policies of any networks, machines, or services which are accessed through our network.
- Infringes on the intellectual property rights of others.

Prohibited activity includes but is not limited to unauthorized use (or attempted unauthorized use) of any machines or networks, denial of service attacks, falsifying header information or user identification information, monitoring or scanning the networks of others without permission, sending unsolicited bulk email, maintaining an open mail relay, collecting email addresses from the Internet for the purpose of sending unsolicited bulk email or to provide collected addresses to others for that purpose, and transmitting or receiving copyright-infringing or obscene material. Repeated copyright infringements are grounds for termination of service.

2. Dialup Connections

Customers may not run programs or configure machines in such a way as to keep a dialup connection active when not in use or otherwise bypass automatic disconnection for inactivity. Our users may not have multiple simultaneous connections with a single dialup account. We reserve the right to impose restrictions on or terminate accounts deemed to be in violation of these conditions.

3. High Speed Internet Access Service

Customers may not resell High Speed Internet Access Service ("Service") without a legal and written agency agreement with Frontier. Customers may not retransmit the Service or make the Service available to anyone outside the premises (i.e. wi-fi or other methods of networking). Customers may not use the Service to host any type of commercial server. Customers must comply with all Frontier network, bandwidth, data storage and usage guidelines. Frontier, at its sole discretion, may suspend, terminate or apply additional charges to the Service if Service usage by the Customer is determined, by the Company, to be excessive or abusive in any manner.

4. Remote Access

Although Frontier encourages its customers to use Remote Access Dialup when traveling, Frontier may suspend or terminate service if such usage exceeds a reasonable amount of usage that would normally be expected from a person occasionally traveling away from home. Remote Access Dialup usage is defined as Internet data calls to local access numbers beyond Frontier's local exchange telephone company territory.

5. Commercial Use Prohibited

Frontier's residential Internet access services are provided for residential usage only. Commercial or business use of residential services is prohibited. In the event of such usage Frontier at its option may suspend or terminate service or may move the customer to a commercial Internet access service, in which case higher charges may apply.

6. Email

Sending unsolicited bulk email is prohibited. Sending unsolicited bulk email from another provider advertising or implicating, directly or indirectly, the use of any service hosted or provided by us, including without limitation, email, Web, FTP, and DNS services, is prohibited and is grounds for termination of those services to customers or users who engage in the practice. Users who send unsolicited bulk email from our accounts will be charged the cost of labor to respond to complaints, with a minimum charge of \$200. Customers or users who send bulk email to "opt-in" lists

must have a method of confirmation or verification of subscriptions and be able to show evidence of subscription for users who complain about receiving unsolicited email. Continuing to send someone email after being asked to stop is considered harassment and is prohibited. Using email to disrupt (e.g., mail bombing, "flashing," etc.) is prohibited. Sending email with falsified header information is prohibited. Chain letters, pyramid schemes, and hoaxes are prohibited.

7. Email Address Harvesting

Customers and users may not use programs to harvest email addresses from the Internet for the purpose of sending unsolicited email or selling the addresses to others for that purpose. Usenet newsgroups We place no content restrictions on newsgroup postings by its users except that (a) no illegal content, including pyramid/Ponzi schemes, is permitted and (b) all postings should conform to the various conventions, guidelines and local culture found in each respective newsgroup and Usenet as a whole.

Posting 20 or more copies of the same article in a 45-day period ("spamming") or continued posting of off-topic articles after being warned is prohibited. Users who engage in spamming using our accounts will be charged the cost of labor to issue cancellations and respond to complaints, with a minimum charge of \$200. Users who engage in spamming from another provider advertising or implicating, directly or indirectly, the use of any service hosted or provided by us, including without limitation email, web, FTP, and DNS services, is prohibited and is grounds for termination of those services to those users.

8. Excessive crossposting (Breidbart Index of 20 or greater in a 45-day period) is prohibited.

The Breidbart Index (BI) is calculated by taking the sum of the square roots of the number of newsgroups each copy of an article is crossposted to. If two articles are posted, one crossposted to 9 newsgroups and the other crossposted to 16 newsgroups, the $BI = \sqrt{9} + \sqrt{16} = 3 + 4 = 7$.

Crossposting articles to newsgroups where they are off-topic is prohibited; a good rule of thumb is that if you are crossposting to more than five newsgroups, it's likely to be off-topic on at least one of them. Commercial

advertising is typically off-topic and/or a violation of charter in most Usenet newsgroups. Information about advertising on Usenet can be found in Joel Furr's Advertising on Usenet FAQ.

For more information on "spam," see the FAQ on Current Usenet spam thresholds and guidelines which is regularly posted to the news.admin.net-abuse.misc newsgroup by Chris Lewis, or visit Fight Spam!.

Posting articles with falsified header information is prohibited. "Munging" header information to foil email address harvesting by "spammers" is acceptable provided that a reasonable means of replying to the message originator is given.

Use of anonymous remailers is acceptable, so long as the use is not otherwise a violation of this policy. Users may not issue cancellations for postings except those which they have posted themselves, those which have headers falsified so as to appear to come from them, or in newsgroups where they are the official moderator. Users are urged to familiarize yourself with the workings of Usenet by reading FAQs regarding Usenet before becoming active participants.

9. The World Wide Web and FTP

The web space and public FTP space included with a dialup or DSL account may not be resold or used for adult-oriented material. We reserve the right to require that sites using such Web or FTP space which receive high amounts of traffic be moved to other servers. Web pages and FTP files may not contain any material, text, or images, whether hosted on our servers or "transclusioned" (images from another site displayed on the page) which violate or infringe any copyright, trademark, patent, statutory, common law, or proprietary rights of others. Web pages and FTP files may not contain links that initiate downloads of copyright-infringing or other illegal material. Those who believe users of our services are infringing their copyrights must submit their complaints in writing to our Designated Agent to Receive Notifications of Claimed Infringement, Gregg Sayre, dmca@frontier.com, Frontier, 180 S. Clinton St., Rochester, NY 14646, 1.585.777.7270, 1.585.263.9986 fax.

10. Servers, Proxies, and Networks

Users may not run any program which makes a service or resource available to others, including but not limited to port redirectors, proxy servers, chat servers, MUDs, file servers, and IRC bots. Users may not run such programs on their own machines to make such services or resources available to others through one of our dialup or DSL accounts; a dedicated access account is required for such purposes. Customers are responsible for the security of their own networks and machines. We will assume neither responsibility nor accountability for failures or breach of customer-imposed protective measures, whether implied or actual. Abuse that occurs as a result of a compromised customer's system or account may result in suspension of services or account access.

11. Storing files

The storage of any program, utility or file on our servers the use of which would constitute a violation of this policy is prohibited. For example, it is a violation to store hacker scripts, IRC bots, or spamming software on our servers. Frontier Communications reserves the right to modify this policy at any time. Customers will receive prompt notification of all modifications.

12. System Notifications

In the event of system upgrades, Frontier may need to contact you via email with additional information and instructions. You are responsible for any follow-up actions defined within the email notification. If the instructions are unclear, please contact the Internet Help Desk at 800-584-3384. We will only distribute system notifications via email when absolutely necessary. Customers may not opt-out of Email System Notifications at this time. In order to protect the integrity and security of the network in an emergency, Frontier reserves the right to implement network changes without prior notification.

13. CHILD PORNOGRAPHY PROHIBITED

Customers may not use our network in any fashion for the transmission or dissemination of images containing child pornography. Complaints and reports of child pornography may be made to [abuse-](#)

child@frontiernet.net. If circumstances indicate that child pornography is apparent, Frontier will report the circumstances to appropriate authorities, including but not limited to subscriber information relating to any person who has uploaded, transmitted, distributed or otherwise promoted the image that is the basis for the complaint. Frontier may without further notice remove, block or cease distribution of the content that is the subject of the complaint.

14. Termination of Service

Frontier reserves the right to discontinue service at any time, for any reason, without prior notification. Customers may terminate their account by contacting Frontier by telephone. No email cancellations will be accepted.

ATTACHMENT B

ADDITIONAL SERVICES TERMS

If you subscribe to any of the following services ("Additional Services"), the terms and conditions below apply to your use of the service(s) in addition to the terms of the Agreement.

1. PERSONAL WEB SPACE ("PWS") AND FRONTIER BACKUP & STORAGE ("STORAGE SERVICES").

If PWS and/or Storage Services are made available as a feature of the Service, you agree that you are solely responsible for all content you store on or retrieve from such services. Additional terms and conditions applicable to Storage Services are posted on the Website and are incorporated herein by reference. You understand that we do not provide telephone technical support for PWS or Storage Services. Storage Services may be accessed from any suitable Internet connection.

- a) If you breach this Agreement, we reserve the right immediately to suspend or terminate your Service and/or an Additional Service(s) with or without notice. In such case, you agree that we may immediately delete all data, files, and other content stored on your Storage Services, including archived data, without further notice to you. It is your responsibility to remove or copy any content stored on the Storage Services prior to closure of your account; otherwise, it may be lost.
- b) Frontier reserves the right to access your PWS or Storage Service account at any time with or without prior notice to you and to disable access to or remove content which in our sole discretion is or reasonably could be deemed unlawful.
- c) Use Requirements for Free Storage Services Accounts ("Free Account"). If you sign up for a Free Account, you must actively use it. To "actively use" your account means to upload, download, backup or restore content to it. In the event you do not use your Free Account for a period of sixty (60) calendar days or more, then Frontier reserves the right to cancel your Free Account. We will provide notice of cancellation by email to your primary Frontier.net email address. Use of your Free

Account within fourteen (14) calendar days of the date of your cancellation notice will prevent cancellation of your Free Account. It is your responsibility to remove or copy any content in your Free Account prior to cancellation or termination; otherwise, it will be lost. Frontier may, at its election, also delete archived data.

2. EMAIL AND EMAIL MESSAGING SERVICE.

- a) Email Service. Use of Frontier email service is subject to Frontier's email and anti-spam policies, which include important information about limitations on use of the email service such as the storage capacity and deletion of stored messages. More information is available at on the Website and these email policies are incorporated herein by reference.
- b) Email Security. Frontier reserves the right in our sole discretion to provide the level of security we deem appropriate to safeguard our network and customers, and other Internet users, against Internet threats or abuses, including viruses, spam and phishing threats. These security measures may include, but are not limited to, the use of firewalls and blocklists to block potentially harmful or abusive emails or attachments, anti-spam filters, anti-virus and anti-spyware software, and blocking selected ports. Such activities may result in the blocking, filtering or non-delivery of legitimate and non-legitimate email sent to or from your email account. By using any Frontier-provided email service, you agree that delivery and receipt of email is not guaranteed and to Frontier's use of such Internet and email security measures we in our sole discretion deem appropriate.
- c) Email Aliases. Frontier will issue email aliases (alternate email addresses) based upon availability. You will surrender your alias by changing it or if your account is terminated for any reason and we will not forward emails addressed to that alias. If your Service is reinstated we cannot guarantee your alias will still be available to you.

3. FRONTIER INTERNET SECURITY SUITE ("VISS"). VISS by Radialpoint.

- a) VISS by Radialpoint is manufactured by Radialpoint SafeCare General Partnership located at 2050 Rue de Bleury, Suite 300, Montreal, Quebec, H3A 2J5. Radialpoint™ is a trademark of Radialpoint

SafeCare Inc. (hereunder, along with Radialpoint SafeCare General Partnership, referred to as Radialpoint). The personal jurisdiction and venue provisions in Section 15.4 shall not apply to any causes of action by or against Radialpoint Inc. under or in relation to this Agreement. Radialpoint Inc. is a third party beneficiary of this Agreement capable of enforcing its terms independently from Frontier.

- b) 2. You acknowledge and consent that Radialpoint Inc.: (i) may provide non-personally identifiable usage data collected in anonymous and aggregate form ("VISS Data") to its subcontractors in North America, for analysis of the performance of VISS, including the redundancy, reliability, and disaster recovery components of the services; and (ii) may use such VISS Data (1) to improve activation flow; and/or (2) as part of trends or reports published by Radialpoint Inc.
- c) VISS Powered by McAfee is manufactured by McAfee, Inc. located at 3965 Freedom Circle, Santa Clara, CA 95054, which is a third party beneficiary of this Agreement capable of enforcing its terms independently from Frontier. The personal jurisdiction and venue provisions in Section 15.4 shall not apply to any causes of action by or against McAfee Inc. under or in relation to this Agreement. You acknowledge and agree that claims against McAfee regarding the VISS Powered by McAfee shall be governed by and construed in accordance with the substantive laws of the State of New York. Use of each license for VISS Powered by McAfee is limited to one computer. Updates to previous versions of VISS Powered by McAfee require a valid license to the previous version. After receiving an update, you may continue to use the previous version of VISS Powered by McAfee on the same computer to assist in transitioning to the update. Previous versions or copies thereof may not be transferred to another computer unless all copies of updates are also transferred. Prior versions of VISS Powered by McAfee will not be supported after an updated version has been installed.
- d) VISS Powered by McAfee may include software programs licensed (or sublicensed) to the user under the GNU General Public License ("GPL") or other similar free software licenses which, among other rights, permit the user to copy, modify and redistribute certain programs, or

portions thereof, and have access to the source code ("Open Source Software"). The GPL requires that for any Open Source Software covered under the GPL, which is distributed in an executable binary format, that the source code also be made available. With VISS Powered by McAfee, the source code is made available as part of the download package. If any Open Source Software licenses require that McAfee provide rights to use, copy or modify a program that are broader than the rights granted herein, such rights shall take precedence.

- e) You acknowledge that VISS Powered by McAfee employs certain applications and tools to retrieve non-personally identifiable information about your computer system to provide and support VISS Powered by McAfee. Because this information is essential to providing quality service and up to the minute threat protection, there is no opt-out available for this information collection.

4. FRONTIER GAMES ON DEMAND.

Frontier Games on Demand are manufactured by Exent Technologies, Inc., which is a third party beneficiary of this Agreement capable of enforcing its terms independently from Frontier.

5. FRONTIER PREMIUM TECHNICAL SUPPORT SERVICE ("PTS").

- a) Service Description and Scope of Support. PTS is a service intended to address issues outside the scope of Frontier's standard technical support. PTS includes: (a) configuration troubleshooting; (b) evaluation of and attempts to correct software, operating systems and networking issues; (c) virus/spyware support; and (d) software and peripherals support for network, video and sound cards, memory, hard drives, CD/DVD reader/writers, printers, scanners and networking equipment. All PTS services are offered in English only.
- b) You understand and agree that technical problems may be the result of software or hardware errors not yet resolved by the product manufacturer, and that we may not have the ability to obtain the information necessary to resolve a specific technical problem

- c) If you purchase the Thirty (30) Minute Premium Technical Support Service ("30 Minute PTS"), the Service is non-refundable. 30 Minute PTS has a maximum duration of thirty (30) minutes and must be used within twenty-four (24) hours from the time of purchase; and you must be a subscriber to Frontier High Speed Internet or Frontier FiOS Internet service
- d) Your Responsibilities.
 - I. In order for us to provide PTS, you must first confirm that you have: a) full access (including any required licenses) to the hardware and/or software that is the basis of the problem; and (b) completed a back-up of any data, software, information or other files stored on your computer disks and/or drives that may be impacted. Frontier is not responsible for the loss, corruption or alteration of data, software or files that may result from performance of PTS by our technicians. You also acknowledge and agree that you are the owner or authorized user of any hardware or software about which you are contacting us. PTS is only available to you and those residing at your location; PTS is not transferrable
 - II. You agree to cooperate with and follow instructions provided by Frontier and acknowledge that such cooperation by you is essential to our delivery of PTS to you
 - III. You hereby grant Frontier permission to view, access and modify your computer, computer (including registry) settings and any related software or peripheral equipment, including all data, hardware and software components, in order to perform PTS. You are responsible for any and all restoration and reconstruction of lost or altered files, data, or programs, and for ensuring that any information or data disclosed to Frontier is not confidential or proprietary to you or any third party.
- e) Support Procedures.
 - I. Purchase Terms. PTS can be purchased either: (a) for an unlimited number of Incidents for a term beginning on the date you order PTS and continuing for the duration of the plan you selected ("Term Plan"); or (b) on a per-Incident basis (the "Per-

Incident Service Plan"). For the Per-Incident Service Plan, Frontier will address a single Incident (as defined in Section 6.4.2 below) which shall include follow-up calls, as reasonable and necessary, regarding the Incident. Once an Incident is resolved (as set forth in Section 6.4.3, below), you may call back and obtain assistance on the same Incident for up to seventy-two (72) hours at no additional charge, after which the Incident will be considered closed. Once an Incident has been closed by Frontier, any further calls or requests for assistance will be considered a new Incident and additional fees will apply if you subscribe to our Per-Incident Service Plan. IF YOU PURCHASE PTS UNDER A TERM PLAN AND YOUR SERVICE IS TERMINATED BY YOU (OR BY US IF YOU BREACH THIS AGREEMENT) BEFORE COMPLETING YOUR TERM, THEN, UPON TERMINATION OF YOUR SERVICE, YOU AGREE TO PAY FRONTIER AN EARLY TERMINATION FEE IN THE AMOUNT SET FORTH IN THE PLAN YOU HAVE CHOSEN.

- II. "Incident" means a specific, discrete problem for which Frontier will attempt to isolate its origin to a single cause. Frontier, in its sole discretion, will determine what constitutes an Incident.
- III. An Incident will be considered resolved when you receive one of the following: (a) information or advice that resolves the Incident; (b) information on how to obtain a software solution that will resolve the Incident; (c) notice that the Incident is caused by a known, unresolved issue or an incompatibility issue; (d) information that the Incident can be resolved by upgrading to a newer release of a product; (e) notice that the Incident has been identified as a hardware equipment issue; or if (f) you cannot, or elect not to, pursue the course of action we recommend.
- IV. Our advice to you may include steps that you will need to take before the Incident can be resolved, such as buying cables or cords, acquiring software, etc. and we will keep your service request open for future reference when you are ready to resume the process.

- V. Third Party Warranties. Third-party equipment, software and peripheral products are covered by the warranties provided by the original manufacturer or the seller of the product. Third party warranties may vary from product to product. It is your responsibility to consult the applicable product documentation for specific warranty information. In addition, you acknowledge that certain third party equipment or software warranties may limit or void the remedies that they offer if unauthorized persons perform support service on the equipment or software. It is your responsibility to ensure that any impact that Frontier's delivery of PTS might have on third party warranties is acceptable to you.
- VI. Customer Specific Service. PTS is only available to you and to persons you authorize. In either case, the terms of this Agreement will apply to the PTS services we perform.
- VII. LIMITATION OF LIABILITY. FRONTIER'S TOTAL LIABILITY ARISING OUT OF THE PTS SERVICE, OR FROM FRONTIER'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS, IF ANY, SHALL BE LIMITED, AT FRONTIER'S SOLE DISCRETION AND OPTION, (A) TO REPERFORMING THE PTS SERVICE, OR (B) AS SET FORTH IN SECTION 12 OF THE AGREEMENT; EXCEPT THAT, IN THE CASE OF PER-INCIDENT SERVICE PLANS, YOUR REMEDIES WILL BE LIMITED TO A REFUND OF THE CHARGES AND FEES PAID FOR THE PTS SERVICE GIVING RISE TO THE CLAIM, IF ANY. THE REMEDIES FOR A FAILURE OR BREACH OF SUCH LIMITED WARRANTY ARE EXCLUSIVE.

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