

EXHIBIT

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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. The Federal Arbitration Act governs the interpretation and enforcement of this provision, even after the Agreement is terminated. In-person arbitrations will take place at a location that the AAA selects in the state of your primary residence unless you and Frontier agree otherwise. In addition, the arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association (AAA) and will be administered by the AAA. Procedure, rule and fee information is available from the AAA online at 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 are for the court to decide. If your claim is for \$10,000 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 \$10,000, the right to a hearing will be determined by the AAA Rules. 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 for claims for damages of up to \$10,000 and for claims for non-monetary relief up to the value of \$10,000, as measured from either your or Frontier's perspective. 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).

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 offer but less than \$5,000, then Frontier agrees to pay you double the arbitrator's award up to, but not more than, \$5,000. If Frontier does not offer to settle your dispute prior to appointment of the arbitrator, and the arbitrator awards you an amount of money, then Frontier agrees to pay you double the arbitrator's award up to, but not more than, \$5,000. Although Frontier may have a right to an award of attorneys' fees and expenses if it prevails, Frontier agrees that it will not seek such an award.

You and Frontier agree to seek 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 non-monetary relief, such relief must be individualized and may not affect 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.** 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's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. Further, an arbitrator's award and any judgment confirming it shall apply only to that specific case and cannot be used in any other case except to enforce the award itself.

Notwithstanding any provision in these Terms and Conditions to the contrary, we agree that if Frontier makes any change to this arbitration provision, you may reject that change 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.

GENERAL TERMS

1. If any part of the Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force. No waiver of any breach of this Agreement will be deemed a waiver of any future breach.
2. This agreement will be governed by the laws of the state where the Service is provided, without regard to its choice of law rules.
3. This agreement shall not provide any third party with a remedy, claim or right of reimbursement.
4. We may assign this Agreement to another entity without any advance consent from or notice to you. You may not assign this Agreement without our consent.

OUR RIGHT TO MAKE CHANGES

UNLESS OTHERWISE PROHIBITED BY LAW, FRONTIER MAY CHANGE THE TERMS AND CONDITIONS OF YOUR SERVICE AT ANY TIME BY GIVING YOU 30 DAYS NOTICE BY BILL MESSAGE, E-MAIL OR OTHER NOTICE, INCLUDING POSTING NOTICE OF SUCH CHANGES ON THE FRONTIER WEBSITE. YOU ACCEPT THE CHANGES IF YOU PAY FOR OR USE THE SERVICES AFTER NOTICE IS PROVIDED.

ENTIRE AGREEMENT

These Terms and Conditions, together with the service order and any specific agreement regarding a term commitment and price agreed upon by you and Frontier, are the entire agreement between you and Frontier, which may only be amended as described above. These Terms and Conditions supersede any inconsistent or additional promises made to you by any of our employees or agents. If you have signed (including electronically) an agreement with Frontier, including Service Terms and Conditions, in the event of a conflict between that Agreement and this document, the signed agreement shall control.



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RESIDENTIAL INTERNET SERVICE TERMS AND CONDITIONS

THIS DOCUMENT IS A LEGALLY BINDING AGREEMENT AND DESCRIBES THE TERMS AND CONDITIONS PURSUANT TO WHICH FRONTIER ("Frontier" or "we") WILL PROVIDE YOU WITH INTERNET SERVICE ("Service" or "Broadband Service"). **THIS AGREEMENT REQUIRES THAT ANY DISPUTE BE RESOLVED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN LAWSUITS, JURY TRIALS OR CLASS ACTIONS, AS EXPLAINED MORE FULLY BELOW.** BY USING OR PAYING FOR FRONTIER INTERNET SERVICES OR EQUIPMENT, YOU ARE AGREEING TO THESE TERMS AND CONDITIONS. SEVERAL SECTIONS OF THIS AGREEMENT HAVE DIFFERENT TERMS AND CONDITIONS FOR FRONTIER'S WIRED BROADBAND SERVICE AND ITS SATELLITE BROADBAND SERVICE.

TERM ARRANGEMENTS

Frontier provides discounted term arrangements, gifts and/or promotions to customers who commit to a term contract arrangement. If you are a term customer, your Service is subject to the term commitment you agreed to. You understand and agree that you must continue to purchase the Services for a minimum term to receive any promotional offer. You agree to keep the Frontier Services during this initial term and all renewals. You must continue to purchase the Services for the minimum term agreed upon to receive the discounted rates. This term commitment will automatically renew for the same time period each time it expires unless you notify Frontier or we notify you of termination before the term commitment period ends. At the end of your term commitment, additional and/or different service and equipment charges may apply. If you do not fulfill the minimum term commitment or any renewal thereof, you will be liable for and agree to pay to Frontier a termination charge that you agreed to when ordering Service.

If you ordered Frontier's satellite Broadband Service and you cancel Service early, you agree to pay Frontier a termination fee of up to \$400. In addition, you may be charged fees for unreturned equipment as follows: Satellite Receiver (\$200) and Modem (\$175). For all other services, if you purchased Frontier Services with a two (2) year or longer Price Protection Plan (PPP) and you cancel a Frontier Service or Services early, you agree to pay Frontier a termination fee of up to \$200. If you purchased Frontier Services as part of a gift promotion and you cancel a Service or Services early, the PPP commitment is for two years, and you agree to pay Frontier a termination fee of up to \$400. Limit one gift per household. Shipping and handling charges apply and vary based on the gift. Frontier reserves the right to substitute a comparable gift. Frontier Secure Services that may be included in the bundle with a gift include hard drive backup and Unlimited Tech Support. If you agreed to a PPP for Frontier Secure Services as part of your bundle, a separate \$50 termination fee will apply to Frontier Secure Services terminated during the PPP. If you purchased Service as part of a promotion to change from Frontier dial-up Internet, you may be allowed to convert back to dial-up Internet without a termination fee. If you purchase a package including DISH® Network service either as part of a promotion or another offer, you may be subject to a different or additional term commitment and termination fee with DISH Network for DISH Network services. If you move your residence out of Frontier's service territory during your PPP commitment, we will impose a termination fee of \$50 instead of the termination fee stated above unless you received a gift, in which case a termination fee of up to \$400 applies. If we terminate your Service due to any breach of the terms and conditions in this Agreement, you will remain liable for the termination fees under this Agreement. If you purchased FIOS® TV, are subject to a two (2) year or longer PPP and cancel services early, you agree to pay Frontier a termination fee of up to \$360 unless prorated.

SERVICE CHARGES

The applicable charges, including equipment charges, for Broadband Service are identified at the time Service is ordered. Frontier may also bill you a separate modem fee and an additional Frontier imposed HSI Surcharge. It is your responsibility to review your first bill carefully and contact Frontier within 30 days if there are any charges you dispute or that are inconsistent with the information provided you at the time you placed an order for Service. If you subscribe to Service after October 1, 2012, you cancel Service, you will be charged a \$9.99 disconnection order processing fee. Unless otherwise prohibited by law or guaranteed by a PPP with Frontier, Frontier may, in its sole discretion, change or modify the rates you are charged for Services or equipment at any time. We may notify you of any such changes by posting notice of such changes on the Frontier website, by sending notice via e-mail or postal mail, or by a bill message. If you continue to use the Service after notice of such change, you accept any such modification. If you do not agree to any modification made by Frontier, you must stop using the Service and notify Frontier.

Frontier will bill you monthly for all charges associated with the Service. Payment in full is due no later than the due date indicated on your bill. You are responsible for paying any taxes, surcharges, fees and assessments imposed from time to time in connection with these Services. If you have authorized payment by credit card or by debiting a bank account, no additional notice or consent is required before we invoice the credit card or debit the bank account for all amounts due to us for any reason. We may accept late payments, partial payments or any payments marked as being "payment in full" or as being settlement of any dispute without losing any of our rights under this agreement. You agree to pay costs and fees, including attorney's fees, we incur to collect any unpaid balance from you. A reasonable handling charge, not less than \$10.00, will be assessed for all checks returned for insufficient funds, closed account or any other insufficiency or discrepancy. Interest and/or a late payment fee at the rate of 1.5% per month or the highest rate allowed by law may be applied to any unpaid amount after the payment due date. This late payment fee will be in addition to and not in lieu of any other remedies we may have hereunder or under the law. If we do not receive notice of a payment dispute within 90 days after your receipt of a bill, the bill will not be subject to further challenge.

NO RESALE

Customers may not resell 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., by Wi-Fi or other methods of networking). Customers may not use the Service to host any type of commercial server.

USAGE LIMITATIONS AND FAIR USE POLICY

Customers must comply with all Frontier network, bandwidth, data storage and usage limitations. Customers must ensure that their use of the Service, including the amount of data sent or received in the course of a month or shorter periods, does not exceed the limitations that are now in effect or may be established in the future. Continued use of the Service will constitute acceptance of any new limits. If Customer's use of the Service exceeds the applicable limitations, that is a violation of these Terms and Conditions. In such cases, Frontier may, in its sole discretion, terminate or suspend Customer's Service account or request that Customer subscribe to a version of the Service with higher usage limitations if Customer wishes to continue to use the Service at higher usage levels.

FAIR ACCESS POLICY FOR FRONTIER'S SATELLITE BROADBAND

To ensure fair Internet access for all subscribers to Frontier's satellite Broadband Service, Frontier maintains a Fair Access Policy. This policy assigns a Download Allowance to each service plan, which limits the amount of data that may be continuously downloaded within specified time periods. Subscribers who exceed this limit will experience a

temporary reduction of speed unless they purchase credits for additional data amounts. Details of the Fair Access Policy can be found here:

<http://www.frontier.com/docs/policies/frontier-broadband-fair-access-policy.pdf?sfvrsn=4>

SERVICE SPEED AND AVAILABILITY

The Broadband Service speeds identified in Frontier's marketing materials and other communications with you reflect service capability speeds "up to" the noted speed and are not a speed guarantee. Actual speeds will vary and depend on a multitude of factors, including, but not limited to, your location; destination and traffic on the Internet; interference; wiring inside your home, office or apartment; the capacity or performance of your computer or modem; the server with which you are communicating; internal network factors; and the networks you and others are using when communicating. Service is not available in all areas, and may not be available at certain speeds (or at all) at your location, even if Service is offered in your area or our initial testing indicated that your line qualified for a particular speed or Service. Installation options vary, and charges may apply. Service may be subject to technical line qualification. Some homes may not be able to receive Frontier's satellite Broadband Service as a result of trees or other obstacles that block the signal from the satellite to the home. In order to utilize Service, you must have a computer with sufficient Internet-compatible equipment and software.

EQUIPMENT AND SECURITY

All equipment provided by us or installed by or on our behalf remains the property of Frontier. Until the Price Protection Plan term commitment has been fulfilled and all other amounts billed have been paid in full, Frontier shall retain a security interest in any equipment provided through or by Frontier as a gift or promotional offer to secure payment for the Services under this Agreement. This Agreement shall constitute a security agreement and financing statement as those terms are defined in the Uniform Commercial Code. You will promptly execute any additional documents or instruments requested by Frontier to protect Frontier's interests.

You must return all other equipment in the same condition as when provided, normal wear and use excepted, upon termination of Service. Failure to do so will result in a charge to be determined with reference to Frontier's then-current schedule of equipment charges. You agree to pay such charge(s) whether such equipment is lost (through theft or otherwise) or destroyed. For Frontier's satellite Broadband Service, you are not required to return, and Frontier is not obligated to de-install, the antenna, mount or any cables. You are responsible for the security of your computer, hardware, software applications, data and files. Frontier shall have no liability for any damage or loss to your computer, hardware, software applications, data and files. We make no representation or warranty that any software or content installed on your computer(s) or downloaded with the Service does not contain a virus or other harmful feature, and it is your sole responsibility to take appropriate precautions to protect any computer or other hardware of yours from damage to its software, files or data as a result of any such virus or other harmful feature.

LIMITATION OF LIABILITY, INDEMNIFICATION AND DISCLAIMER OF WARRANTIES

We will not be liable for interruptions in Services caused by failure of your hardware or software, failure of communications services, power outages or other interruptions not within the complete control of Frontier, including, but not limited to: acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or shortages; and inability to obtain material, power, equipment or transportation. OUR LIABILITY REGARDING YOUR USE OF SERVICES OR EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICES OR EQUIPMENT, IS LIMITED TO THE CHARGES YOU INCUR FOR SERVICES DURING THE AFFECTED PERIOD. THIS MEANS WE ARE NOT

LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEY'S FEES. We make no representation or warranty regarding the actual speed of the Broadband Service or other Services provided by Frontier. FRONTIER MAKES NO WARRANTY REGARDING THE SERVICES AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

You agree that Frontier will not be liable or responsible for any third-party claims or damages that arise from your use or another person's use of the Service; further, you agree to reimburse us for all costs and expenses related to the defense of any such claims, including attorney's fees. This provision will continue to apply after the Agreement ends.

TERMINATION

We may discontinue or terminate Service:

1. If you do not honor any provision of this Agreement (including payment obligations to Frontier for these or any other services);
2. If you use the Service in a manner that adversely affects service to other customers or harasses our customers or employees;
3. If you or others use the Service to engage in fraud or unlawful conduct or are suspected of doing so; or
4. Any regulatory agency, legislative body or court restricts or otherwise prevents Frontier from furnishing the Service.

You may terminate the Service if we do not remedy any ongoing breach of the terms and conditions in this Agreement within thirty (30) days after Frontier's receipt of written notice from you of such breach, which is your exclusive remedy for a breach by Frontier.

INTERNET ACCEPTABLE USE POLICY

You agree not to use or to allow others to use the Service for illegal or inappropriate activities, including but not limited to invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content which is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable. You agree to comply with Frontier's Acceptable Use Policy (AUP), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change:

www.Frontier.com/policies/residential_aup

DISPUTE RESOLUTION BY BINDING ARBITRATION

Frontier encourages you to contact our Customer Service department if you have concerns or complaints about your Service or Frontier. Generally, customer complaints can be satisfactorily resolved in this way. If you are not able to resolve your concerns through our Customer Service department, you agree to **resolve all disputes through binding arbitration or a small claims court rather than lawsuits, 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.

You and Frontier agree to arbitrate all disputes and claims between us, including, but 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. Notwithstanding the foregoing agreement, Frontier agrees that it will not use arbitration