

filed in arbitration each round shall increase to 50, and mediation is optional at the agreement of Frontier and counsel for the claimants. If this subsection applies to a Notice, the Informal Resolution Period applicable to the claims and relief set forth in that Notice will be extended until that Notice is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this subsection, and, if necessary, to enjoin the filing or prosecution of arbitrations or the assessment or collection of AAA fees. If, after exhaustion of all appeals, a court determines that the process in this subsection of staging the filing of cases in arbitration is not enforceable, then the cases may be filed in arbitration, but the Alternative Payment shall not be available.

**i. Future Changes to Arbitration Agreement:** Notwithstanding any provision in this Agreement to the contrary, you and Frontier agree that if Frontier makes any change to this arbitration provision during the period of time that you are receiving Frontier services (other than a change to the Notice Address), you may reject that change by providing Frontier with written notice within thirty (30) days of the change to the Notice Address and require Frontier to adhere to the language in this arbitration agreement. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this arbitration agreement.

#### **WARRANTIES AND LIMITATION OF LIABILITY**

(a) Service Limitation and Interruptions. Some Programming may not be available in certain areas due to legal, regulatory, and contractual prohibitions, including restrictions of the Federal Communications Commission, sports blackouts or Programming expiration, termination or discontinuation. In addition, the Service may be interrupted from time to time for a variety of reasons, and Frontier does not represent or warrant that the Service or the Equipment, or any Other Devices, will be available or perform in a manner that meets your needs. You acknowledge and understand that the Services will not function in the event of a network interruption. Frontier will not be liable for any inconvenience, loss, liability or damage resulting from any preemption, loss, blackout, expiration, termination or discontinuation of Programming or content availability or interruption of the Service, directly or indirectly caused by Frontier, you or third parties or resulting from any circumstances, including, but not limited to, causes attributable to you or your property, inability to obtain access to the Premises, failure of a communications satellite or our network, inability to access or interruptions in accessing Programming, loss of use of poles or other utility facilities, strike, labor dispute, riot or insurrection, war, explosion, act of terrorism, malicious mischief, fire, flood or other acts of God, failure or reduction of power, or any

court order, law, act or order of government restricting or prohibiting the operation or delivery of the Service. Frontier reserves the right to refuse refunds, offsets and credit allowances for interruptions of Service. Frontier also reserves the right to modify, discontinue or terminate the Service (including monthly rates and other charges) and any function or feature of Service, for any reason and either temporarily or permanently without liability. This may include modifying or replacing the cable, network configuration or equipment used to provide you with Service and may include discontinuing or terminating Your Service entirely. The right to modify, discontinue or terminate the Service also includes the right to not repair the cable, network configuration or equipment used to provide you with Service.

**(b) YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE 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.**

**(c) FRONTIER DOES NOT WARRANT OR GUARANTEE THAT SERVICE CAN BE PROVIDED OR 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 THE CABLES AND OTHER FACILITIES CONNECTING TO YOUR LOCATION, YOUR LINE AND WIRING TO AND INSIDE YOUR LOCATION, AMONG OTHER FACTORS. IN THE EVENT SERVICE IS NOT PROVISIONED FOR ANY REASON, FRONTIER SHALL NOT HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT.**

**(d) 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 ON DEMAND SERVICES, PROGRAMMING, INFORMATION DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME INACCESSIBLE, OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.**

**(e) 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.**

**(f) THE LIABILITY OF THE FRONTIER PARTIES, OR (SUBJECT TO ANY DIFFERENT LIMITATIONS OF LIABILITY IN THIRD PARTY END USER LICENSE OR OTHER AGREEMENTS) OUR THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS, FOR ALL CATEGORIES OF DAMAGES SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL NONRECURRING CHARGES, REGULATORY FEES, SURCHARGES, FEES AND TAXES) YOU HAVE PAID TO FRONTIER FOR THE SERVICE DURING THE NINETY (90) DAY PERIOD PRIOR TO WHEN SUCH CLAIM AROSE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF ACTION. 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.**

**(g) 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.**

**(h) 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.**

#### **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) 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.

#### **FRONTIER COMMUNICATIONS PRIVACY POLICY**

Protecting the privacy of our customers is important to Frontier. Frontier's privacy policy is available on our website [frontier.com/ca-privacy](https://frontier.com/ca-privacy) and is designed to inform you about how we collect, use, share, and protect the information of customers of our consumer and residential services, namely our high-speed Internet, home phone, multichannel video, Wi-Fi Hot Spot, and Frontier Secure services. It also governs the information we collect when you visit our website and describes certain choices we provide to our customers regarding the use of their information. Frontier's Privacy Policy does not govern the services we offer to businesses, including Frontier Business Edge.

Please note that separate privacy policies may apply to the services of other providers that you purchase from us. We encourage you to review the privacy policies and practices of such other providers

The information included in this Annual Notice, on [frontier.com/pages/corporate/responsibility/annual-notice](https://frontier.com/pages/corporate/responsibility/annual-notice) or on the sites referenced, including service, programming and pricing information, is current as of January 1, 2025, and may be subject to change. Please visit [frontier.com](https://frontier.com) for the most up-to-date information.

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## **FRONTIER® TV CUSTOMER NOTICE**

This document includes important information about Frontier® TV service. Additional information, as well as the Frontier TV Terms of Service, are available at [frontier.com](https://frontier.com). To the extent any provision in this document conflicts with the Frontier TV Terms of Service or Frontier's Privacy Policy posted on [frontier.com/ca-privacy](https://frontier.com/ca-privacy) the posted Terms of Service and Privacy Policy apply. Frontier places the highest priority on superior customer service and has established customer service standards per California Government Code 53055 and met these standards overall for the year.

#### **Contacting Customer Service**

- For ordering, billing, including pricing and conditions of subscription, technical support and other inquiries, please call 800-921-8101 (residential)/ 800-921-8102 (business) or chat online at [frontier.com](https://frontier.com).
- To troubleshoot service issues, access the Customer Support Menu on your Interactive Media Guide or our online Help Center [frontier.com/helpcenter/tv](https://frontier.com/helpcenter/tv).

#### **Products and Services, Pricing and Programming Options**

Frontier TV customers have access to a variety of programming packages, premium content, On Demand and Pay Per View titles, as well as Frontier TV equipment and recording/storage options. Frontier TV equipment allows customers to enjoy the full potential of Frontier TV, including our Interactive Media Guide, On Demand Library, Parental Controls and HD programming. Customers who connect to the Frontier network without Frontier TV equipment will not be able to receive all Frontier TV programming and features. CableCARD technology allows access to the encrypted HD and standard-definition digital channels on Frontier TV but will not support advanced Frontier TV features. Please note that our equipment may not support certain features and functions of older televisions and recording equipment.

#### **TV CHANNEL LINEUP AND HOW TO USE FRONTIER TV**

Visit [frontier.com/helpcenter/tv](https://frontier.com/helpcenter/tv) for information on how to use your Frontier TV service, including remote control and search functions, the Interactive Media Guide, recording functions, On Demand and Pay Per View programming, Parental and Purchase Controls, and to view the most current Channel Lineup. A variety of information is also available by using the Menu button on your Frontier TV remote to access the Help Menu.





## Installation and Maintenance

In many cases you may choose to install your Frontier TV service yourself. You may also have a Frontier technician install your service, as well as any additional TV outlets or wiring that may be needed. For details and rates associated with professional installation, contact customer service.

You can easily troubleshoot Frontier TV issues by utilizing the Customer Support Menu on your Interactive Media Guide or going to [frontier.com/helpcenter/tv](http://frontier.com/helpcenter/tv). You can also contact technical support to set up a service call or appointment at your convenience if the representative is unable to resolve your issue. A service charge may apply.

## Billing, Payment and Service Credit Information

Frontier will provide you with a monthly bill for your Frontier TV service that is accurate and easy to understand. Billing is based on a 30-day billing cycle. Recurring charges for each month's services will be billed one month in advance. Nonrecurring and usage-based charges for services generally will be billed in the billing cycle following the transaction. You should remit payment by the due date indicated on your bill. If full payment is not received by the indicated due date, a late fee may be assessed, and service may be suspended or terminated. Please refer to your monthly invoice for the current applicable late payment charge. You will also be charged a fee for any check or other form of payment returned unpaid by a financial institution for any reason.

If you believe you have been billed in error for service, please notify us within sixty (60) days of the billing date by contacting Frontier customer service. Frontier will not issue refunds or credits after the expiration of this sixty (60) day period, except where required by law.

In the event of a Frontier TV service outage or service interruption, you may be entitled to a service credit, typically calculated as a prorated amount of your current monthly bill. In most instances, you must promptly report the outage to us to qualify for this credit.

## Resolving Customer Service, Billing and/or Technical Service Issues

If you have customer service or billing issues, technical questions or complaints you can contact Frontier at 800-921-8101 (residential)/800-921-8102 (business). If you are dissatisfied with our resolution of your Frontier TV complaint, you may contact your local video franchising authority to discuss your concerns or register a complaint with the California Public Utilities Commission.

## California Public Utilities Commission

Consumer Affairs Branch  
505 Van Ness Avenue  
San Francisco, CA 94102

Or call the toll free number 1-800-649-7570  
(Monday-Friday 8:30 a.m. - 4:30 p.m. PST)

You may also file a complaint online by visiting:  
[cpuc.ca.gov/consumer-support/file-a-complaint](http://cpuc.ca.gov/consumer-support/file-a-complaint)

## DISPUTE RESOLUTION WITH FRONTIER BY BINDING ARBITRATION

AS EXPLAINED MORE FULLY BELOW AND IN THE TERMS AND CONDITIONS DOCUMENTS ASSOCIATED WITH THE SERVICES PROVIDED TO YOU BY FRONTIER, FRONTIER'S TERMS AND CONDITIONS SET FORTH IMPORTANT DETAILS ABOUT YOUR RELATIONSHIP WITH FRONTIER 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.** IF YOU DO NOT AGREE TO FRONTIER'S TERMS AND CONDITIONS, YOU MAY NOT USE FRONTIER'S SERVICE AND MUST TERMINATE SERVICE IMMEDIATELY. BY USING OR PAYING FOR FRONTIER SERVICES, YOU ARE AGREEING TO THESE TERMS AND CONDITIONS.

### \*\*\*PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS \*\*\*

Frontier encourages you to contact our Customer Service department if you have concerns or complaints about your Service or Frontier. Generally, customer complaints can be satisfactorily resolved in this way. In the unlikely event that you are not able to resolve your concerns through our Customer Service department, you and Frontier each agree to resolve all disputes through binding arbitration or a small claims court rather than lawsuits in courts of general jurisdiction, jury trials, or class actions. Arbitration is more informal than a lawsuit. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and individual relief affecting individual parties that a court can award, including an award of attorneys' fees if the law allows. 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. Claims Subject to Arbitration:** You and Frontier agree to arbitrate **all disputes and claims** between us that arise out of, relate to, or are

associated with the Service or Frontier. 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, including claims over marketing or communications by or on behalf of Frontier or claims involving the security, transfer, or use of data about you. It also includes claims that currently are the subject of class action or purported class action litigation in which you are not a member of a certified class. References to "Frontier," "you," and "us" include our respective predecessors in interest, successors, and assigns, as well as our respective past, present, and future subsidiaries, affiliates, agents, employees, and all authorized or unauthorized users or beneficiaries of Frontier Broadband Services under this or prior Agreements between us.

Notwithstanding the foregoing agreement, Frontier agrees that it will not use arbitration to initiate debt collection against you except in response to claims you have made in arbitration. In addition, by agreeing to resolve disputes through arbitration, **you and Frontier each agree to unconditionally waive the right to a trial by jury or to participate in a class action, representative proceeding, or private attorney general action.** Instead of arbitration, either party may bring an individual action seeking only individualized relief in a small claims court for disputes or claims that are within the scope of the small claims court's authority, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction. (If these limitations on removal or appeal of small claims court actions are unenforceable, the dispute instead shall be arbitrated.) 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. This arbitration provision shall survive termination of this Agreement.

**b. Pre-Arbitration Notice of Dispute and Informal Settlement Conference:** A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Frontier should be addressed to: Frontier Communications, Legal Department, 401 Merritt 7, Norwalk, CT 06851 ("Notice Address"). The Notice must include, at minimum: (1) your name, mailing address, telephone number at which you can be reached, and e-mail address (if any); (2) your Frontier account number; (3) a description of the nature and basis of the claim or dispute; (4) an explanation of the specific relief

sought; (5) your signature; and (6) if you have retained an attorney, your signed statement authorizing Frontier to disclose your confidential account records to your attorney if necessary in resolving your claim. A Notice is not complete until all of the information required by (1)-(6) has been received by the other party ("Notice Completion Date").

After the Notice Completion Date, either party may request a conference within 60 days to discuss informal resolution of the dispute ("Informal Settlement Conference"). If timely requested, the Informal Settlement Conference will take place at a mutually agreeable time by telephone or videoconference. You and a Frontier company representative must both personally participate in a good-faith effort to settle the dispute without the need to proceed with arbitration. Any counsel representing you or Frontier also may participate. The requirement of personal participation in an Informal Settlement Conference may be waived only if both you and Frontier agree in writing. The Notice and Informal Settlement Conference requirements are essential in order to give you and us a meaningful opportunity to resolve disputes informally.

Any applicable statute of limitations will be tolled for the claims and relief set forth in a Notice during the "Informal Resolution Period," which is defined as the period between the Notice Completion Date and he later of (i) 60 days after the Notice Completion Date; or (ii) if an Informal Settlement Conference is timely requested, 30 days after the request is withdrawn or the Informal Settlement Conference is completed.

**c. Commencing Arbitration:** An arbitration proceeding may be commenced only if Frontier and you do not reach an agreement to resolve the claim during the Informal Resolution Period. (If your Notice is part of a mass arbitration, subsection (h) contains additional requirements for commencing arbitration.) A court will have the power to enforce this subsection (c), including the power to enjoin the filing or prosecution of arbitrations without first providing a fully complete Notice and participating in a timely requested Informal Settlement Conference. Unless prohibited by applicable law, the arbitration provider shall not accept or administer any arbitration nor assess any arbitration fees unless the claimant has complied with the Notice and Informal Settlement Conference requirements of subsection (b).

**d. Arbitration Procedure:** The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by the terms of this Agreement, and will be administered by the AAA. (If the AAA is not available or unwilling to administer arbitrations consistent with this arbitration agreement, another arbitration provider shall be selected by the parties or, if the parties cannot agree on a provider, by the court.) The AAA Rules and fee information is available from the AAA online at <http://www.adr.org>.

The arbitrator is bound by the terms of this arbitration agreement. All issues are for the arbitrator to decide, except that a court must decide issues relating to whether claims can or must be arbitrated, as well as other issues that this arbitration agreement specifies that a court shall decide. The arbitrator may consider rulings in other arbitrations involving other claimants, but an arbitrator's ruling will not be binding in proceedings involving different claimants. 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 or through a telephonic, videoconference, or an in-person hearing as established by the AAA Rules. If your claim exceeds \$25,000, the right to a hearing will be determined by the AAA Rules. Unless Frontier and you agree otherwise, any in-person hearings will take place at a location that the AAA selects in the state of your primary residence. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as specified in subsection (g) below, the arbitrator can award the same damages and relief that a court can award under applicable law, including sanctions available under Federal Rule of Civil Procedure 11 or similar federal or state laws against all appropriate parties or counsel.

**e. Arbitration Fees:** If Frontier initiates arbitration, Frontier will pay all AAA filing, administration, case-management, hearing, and arbitrator fees. If you wish to initiate arbitration, the AAA rules will govern the payment of these fees unless applicable law requires a different allocation of fees in order for this arbitration agreement to be enforceable. If you are unable to pay your share of the AAA fees, Frontier will consider a request to pay them on your behalf, so long as you have fully complied with the requirements in subsections (b), (c), and (h) for any arbitration you initiated.

**f. Alternative Payment:** If you fully complied with the requirements in subsections (b), (c), and (h) and the arbitrator issues an award in your favor that is greater than the value of Frontier's last written settlement offer made before an arbitrator was selected (or awards you any relief if Frontier did not make you a settlement offer), then Frontier will pay you \$5,000 in lieu of any smaller award ("the Alternative Payment"). The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of attorneys' 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 arbitrators' ruling on the merits. In assessing whether you are entitled to the Alternative Payment, the arbitrator shall not consider amounts offered for or awarded in attorneys' fees or costs.

**g. Requirement of Individual Arbitration:** You and Frontier agree to seek, and further agree that the arbitrator may award, only such relief, whether relief in the form of damages, an injunction, or other non-monetary relief as is necessary to resolve any individual injury that either you or Frontier have suffered or may suffer. In particular, if either you or Frontier seeks any nonmonetary relief, including injunctive or declaratory relief, the arbitrator may award relief on an individual basis only, and may not award relief that affects individuals or entities other than you or Frontier. YOU AND FRONTIER AGREE THAT WE EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. FURTHERMORE, UNLESS BOTH YOU AND FRONTIER AGREE OTHERWISE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. If, after exhaustion of all appeals, any of these prohibitions on non-individualized relief; class, representative, and private attorney general claims; and consolidation is found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then the parties agree that such a claim or request for relief shall be decided by a court after all other claims and requests for relief are arbitrated.

**h. Mass Filings:** If 25 or more claimants submit Notices raising similar claims and are represented by the same or coordinated counsel, all of the cases must be resolved in arbitration using staged bellwether proceedings if they are not resolved prior to arbitration as set forth above in subsection (b). You agree to this process even though it may delay the arbitration of your individual claim. In the first stage, the parties shall each select up to 10 cases per side (20 cases total) to be filed in arbitration and resolved individually in accordance with this arbitration agreement, with each case assigned to a separate arbitrator. In the meantime, no other cases may be filed in arbitration, and the AAA shall not accept, administer, nor demand payment for AAA fees for arbitrations commenced in violation of this subsection. After the first stage of proceedings is complete, the parties shall engage in a single mediation of all remaining cases, and Frontier shall pay the mediation fee. If the parties cannot agree how to resolve the remaining cases, the process of filing up to 20 cases total in arbitration to be resolved individually by different arbitrators, followed by mediation, will be repeated. If any claims remain following the second stage, the process will be repeated until all claims are resolved, except that the total number of cases