

## TERMS AND CONDITIONS "MYFRONTIER APP"

IMPORTANT! PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS ("Terms"), AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. These Terms apply to the Frontier application, MYFRONTIER APP ("App"), including ForMe Rewards. The App is owned and/or controlled by Frontier Communications ("Frontier", "Company", "we" or "us"). You agree to these Terms by accessing the App or using any of the App features, or participating in the ForMe Rewards program. These Terms are an agreement between you ("you", "your" or "yourself") on behalf of yourself, your Authorized Users, any person on your account, and any person you allow to use the Services, Product or your Device, and Frontier and our controlled subsidiaries, assignee, and agents ("us", "we", "our", "Company" or "Frontier"). When you accept, you're telling us that you are of legal age (you are legally emancipated or have reached the age of majority as defined in your jurisdiction) and that you are able to enter a contract.

In some instances, both these Terms and a separate document that provides additional conditions may apply to a feature offered via the App ("Additional Terms"). Additional Terms may include, without limitation, Official Rules and/or Promotional Terms (defined below) applicable to Promotions accessible through the App. To the extent there is a conflict between these Terms and any Additional Terms, these Terms will control unless the Additional Terms expressly state otherwise. Please also review Frontier Communication's Privacy Policy for this App.

- A. ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE "ARBITRATION; GOVERNING LAW; DISPUTES" PROVISION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND COMPANY (AS WELL AS CERTAIN OTHER PARTIES) WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU WAIVE YOUR RIGHT TO BRING OR RESOLVE ANY DISPUTE AS, OR PARTICIPATE IN, A CLASS, CONSOLIDATED, REPRESENTATIVE COLLECTIVE, OR PRIVATE ATTORNEY-GENERAL ACTION OR ARBITRATION.

DISPUTE RESOLUTION AND ARBITRATION; Governing Law; Disputes  
YOU AGREE THAT THESE TERMS AND CONDITIONS AND YOUR PARTICIPATION IN THE "MYFRONTIER" APP ARE GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF TEXAS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. BOTH YOU AND THE SPONSOR WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO BRING OR RESOLVE ANY DISPUTE AS A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION. YOU AND THE SPONSOR AGREE TO SUBMIT ANY DISPUTE TO BINDING ARBITRATION. NOTWITHSTANDING ANY PROVISION IN THE JAMS (DEFINED BELOW) RULES TO THE CONTRARY, THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY OR ANY JURISDICTION TO HEAR THE ARBITRATION AS A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR TO CONSOLIDATE, JOIN, OR OTHERWISE COMBINE THE CLAIMS OF DIFFERENT PERSONS INTO ONE PROCEEDING.

THE PARTIES EACH AGREE TO FINALLY SETTLE ALL DISPUTES ONLY THROUGH ARBITRATION; PROVIDED, HOWEVER, THE SPONSOR SHALL BE ENTITLED TO SEEK INJUNCTIVE OR EQUITABLE RELIEF IN THE STATE AND FEDERAL COURTS LOCATED IN OR HAVING JURISDICTION OVER TEXAS, AND ANY OTHER COURT WITH JURISDICTION OVER THE PARTIES. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND REVIEW IS LIMITED. THE ARBITRATOR'S DECISION AND AWARD IS FINAL AND BINDING, WITH LIMITED EXCEPTIONS, AND JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT WITH JURISDICTION. THE PARTIES AGREE THAT, EXCEPT AS SET FORTH ABOVE, ANY CLAIM, SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PROMOTION

WILL BE RESOLVED SOLELY BY BINDING ARBITRATION BEFORE A SOLE ARBITRATOR UNDER THE STREAMLINED ARBITRATION RULES & PROCEDURES OF JAMS INC. ("JAMS") OR ANY SUCCESSOR TO JAMS. IN THE EVENT JAMS IS UNWILLING OR UNABLE TO SET A HEARING DATE WITHIN FOURTEEN (14) DAYS OF THE FILING OF A "DEMAND FOR ARBITRATION," THEN EITHER PARTY CAN ELECT TO HAVE THE ARBITRATION ADMINISTERED BY ANOTHER MUTUALLY AGREEABLE ARBITRATION ADMINISTRATION SERVICE WHO WILL HEAR THE CASE. IF AN IN-PERSON HEARING IS REQUIRED, THEN IT WILL TAKE PLACE IN PHILADELPHIA, PA, CHICAGO, IL, NEW YORK CITY, NY, LOS ANGELES, CA, ATLANTA, GA OR DALLAS, TX (WHICHEVER IS CLOSEST TO YOUR RESIDENCE) BUT ONLY IF JAMS RULES SO REQUIRE. THE FEDERAL OR STATE LAW THAT APPLIES TO THESE OFFICIAL RULES WILL ALSO APPLY DURING THE ARBITRATION. DISPUTES WILL BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS AND WILL NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDINGS THAT INVOLVE ANY CLAIMS OR CONTROVERSY OF ANOTHER PARTY, INCLUDING ANY CLASS ACTIONS OR CLASS ARBITRATIONS; PROVIDED, HOWEVER, IF FOR ANY REASON ANY COURT OR ARBITRATOR HOLDS THAT THIS RESTRICTION IS UNCONSCIONABLE OR UNENFORCEABLE, THEN THE AGREEMENT TO ARBITRATE DOES NOT APPLY AND THE DISPUTE MUST BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN DALLAS, TX. SPONSOR AGREES TO PAY THE ADMINISTRATIVE AND ARBITRATOR'S FEES IN ORDER TO CONDUCT THE ARBITRATION (BUT SPECIFICALLY EXCLUDING ANY TRAVEL OR OTHER COSTS OF PARTICIPANT TO ATTEND THE ARBITRATION HEARING). EITHER PARTY MAY, NOTWITHSTANDING THIS PROVISION, BRING QUALIFYING CLAIMS IN SMALL CLAIMS COURT. IN NO EVENT WILL YOU SEEK OR BE ENTITLED TO RESCISSION, INJUNCTIVE OR OTHER EQUITABLE RELIEF OR TO ENJOIN OR RESTRAIN THE OPERATION OR EXPLOITATION OF THE PROMOTION.

Further, in any such dispute, under no circumstances will a participant be permitted or entitled to obtain awards for, and hereby waive all rights to claim, incidental or consequential damages. The prior limitation on damages is not intended to limit the Released Parties' obligation (if any) to pay prevailing party costs or fees if recoverable pursuant to applicable law.

#### B. OVERVIEW OF THE FORME REWARDS PROGRAM

Frontier ForMe Rewards Program ("the Program") is Frontier's way of saying thank you for being a Frontier customer. The Program is free to Frontier Customers by downloading the MyFrontier App. Our customers are encouraged to sign into the App often to see personalized rewards, discounts and offers.

#### C. ELIGIBILITY AND PARTICIPATION IN THE PROGRAM

The Program is not targeted towards, nor intended for use by, anyone under the age of 13. You represent that you are at least 18 years of age or the age of majority where you reside, or you are between the ages of 13 – 18, and are using the App under the supervision of a parent or guardian and with express parental consent both to your use of the App and to the terms of these Terms. The App is not for use by people under the age of 16. We may ask you to provide accurate registration information to create an account in order to use the App or some of its features or services. If we believe that your information is incorrect or incomplete, we may prevent you from accessing the App, terminate or suspend your account, or otherwise limit or restrict your use. Your use of the App is limited to non-commercial, personal use only. Certain portions of the App are further restricted to users who are Frontier customers considered to be

in “active status” with a qualifying plan (as determined by the Company). The App is not available to customers who are on service plans paid for by Government entities or agencies.

#### D. PRIVACY POLICY

Our [Privacy Statement](#) (which may be updated from time to time) is incorporated into these Terms and also governs your participation in the Program. Please read the Privacy Statement carefully to understand how Frontier collects, uses and discloses information about customers, how to update or change your personal information, the choices you have about certain uses of information, and how we communicate to you.

#### E. FORME REWARDS PROGRAM MEMBERSHIP AND REGISTRATION

The App requires registration and will ask you to provide information to participate in Promotions (defined below). The decision to provide this information is purely optional; however, if you elect not to provide such information, you may not be able to participate in Promotions or otherwise utilize certain features of the App. When you provide information to the App, you agree to provide only true, accurate, current, and complete information and to update it as necessary to maintain its truth and accuracy.

If you register with the App, you agree to accept responsibility for all activities that occur under your account or password, if any, and you agree you will not sell, transfer or assign your membership or any membership rights. You are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your device so that others may not access the password-protected portion of the App using your name in whole or in part. Company reserves the right to terminate your account or otherwise deny you access in its sole discretion without notice and with liability.

(Enter through the Frontier App) To join go to the Frontier ForMe Rewards Program and follow the prompts to create an account, you will be required to provide the following information.

#### F. OFFERS. SWEEPSTAKES, CONTESTS, INSTANT WINS AND OTHER PROMOTIONS

Any promotional Customer Exclusives, giveaways, sweepstakes, contests, instant wins, or other promotions (any, “Promotion”) that may be offered via the App will also be governed by a separate set of Additional Terms and by Official Sweepstakes (Gaming) Rules (“Official Rules”) that may explain, without limitation, eligibility requirements, such as certain age or geographic area restriction, Promotional usage restrictions, and disclosures about how your personal information may be used or shared. It is your responsibility to read these Additional Terms to determine whether or not you want to and are eligible to participate, register, and/or enter, and to determine the applicable terms and conditions of the Promotion.

As part of some Promotions, you may receive a Customer Exclusive offer or discounts, coupons or similar offers or premiums (each offer is “Customer Exclusive”). Through the app, you may be able to transfer a Customer Exclusive that you have received to a friend or other third party. For example, you might receive a Customer Exclusive coupon redeemable for a free food item from a participating restaurant. You may use the App functionality to transfer the coupon to a friend. Please carefully consider whether you want to transfer any Customer Exclusive that you receive, as transfers are non-

revocable. Once you transfer a Custom Exclusive to a third party, you will no longer be able to use that Customer Exclusive yourself. Please also note that transferring a Customer Exclusive may require your use of a third-party application, as described below. In addition, Customer Exclusives are only available to Frontier customers who are considered to be in "active status" with a qualifying plan (as determined by Company in its sole discretion). If you have unredeemed Customer Exclusives at the time your account goes from active status to inactive status, you will not be able to access or redeem those Customer Exclusive(s) and they will be lost. Customer Exclusives may include expiration dates after which time such Customer Exclusive may no longer be available for redemption.

You may be asked to provide additional information, including personal information, in order to receive prizes or giveaways. By providing such information, you acknowledge and agree any information provided may be used by Company or its approved vendors for marketing and prize and Customer Exclusive fulfillment purposes.

**G. GENERAL CONDITIONS, RELEASE, WARRANTY AND LIMITATION OF LIABILITY:**

**(i) GENERAL:**

THE APP, INCLUDING, WITHOUT LIMITATION, THE MATERIALS, PROGRAMS, AND REWARDS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, COMPANY, ANY PARTY PARTICIPATING IN THE DESIGN, DEVELOPMENT, ADMINISTRATION OR FULFILLMENT OF ANY PROMOTION (ANY "PROMOTION PARTNER"), AND THEIR RESPECTIVE EMPLOYEES, MANAGERS, MEMBERS, OFFICERS, SHAREHOLDERS, PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, AGENTS, VENDORS AND CONTRACTORS (COLLECTIVELY, THE "COMPANY PARTIES") MAKE NO REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE APP; (B) THE MATERIALS; (C) THE FUNCTIONS MADE ACCESSIBLE ON OR THROUGH THE APP; (D) ANY PRODUCTS, SERVICES OR INSTRUCTIONS OFFERED OR REFERENCED AT THE APP (E) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO OR FROM COMPANY OR VIA THE APP. IN ADDITION, THE COMPANY PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM VIRUS.

**(ii) WARRANTY:**

THE COMPANY PARTIES DO NOT REPRESENT OR WARRANT THAT THE APP, OR THE FUNCTIONS CONTAINED THEREIN WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE APP, OR THE SERVERS THAT MAKE SOME OF THE APP AVAILABLE ARE FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE COMPANY PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE APP IS ACCURATE, COMPLETE, CORRECT, ADEQUATE, USEFUL, TIMELY OR RELIABLE. YOU ACKNOWLEDGE, BY YOUR USE OF THE APP, THAT YOUR USE IS AT YOUR SOLE RISK. THE COMPANY PARTIES DO NOT WARRANT THAT YOUR USE OF THE APP IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THAT COMPANY PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE

DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THESE TERMS.

BY ACCESSING OR USING THE APP, YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE APP.

(iii) LIMITATION OF LIABILITY; WAIVER

- (a) UNDER NO CIRCUMSTANCES WILL THE COMPANY PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THAT APP (B) THE MATERIALS; (C) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE APP, FORMER REWARDS, PROMOTIONS, OR MATERIALS; (D) ANY ACTION TAKEN IN CONNECTION WITH ANY INVESTIGATION BY THE COMPANY PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE APP; (E) ANY ACTION TAKEN IN CONNECTION WITH RIGHTS OWNERS; (F) ANY ERRORS OR OMISSIONS IN THE APP'S TECHNICAL OPERATION; OR (G) ANY DAMAGE TO ANY DEVICE OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE COMPANY PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE APP). IN NO EVENT WILL THE COMPANY PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITH LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. EXCEPT FOR CERTAIN FEES AND COSTS AVAILABLE TO A PREVAILING PARTY PURSUANT TO THE ARBITRATION PROVISION BELOW, IN NO EVENT WILL THE COMPANY PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE LESSER OF THE AMOUNT WE CHARGED YOU FOR THE TRANSACTION UNDERLYING THE DISPUTE OR TEN UNITED STATES DOLLARS (\$10.00)

YOU AGREE THAT IN THE EVENT YOU INCURE ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF COMPANY ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF THE APP, OR ANY OTHER APPLICATION, PROPERTY, PRODUCT, SERVICE, OR OTHER MATERIALS OWNED OR CONTROLLED BY THE COMPANY PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF THE APP OR ANY OTHER APPLICATION, WEBSITE, PROPERTY, PRODUCT, SERVICE OR OTHER MATERIALS OWNED OR CONTROLLED BY THE COMPANY PARTIES.

BY ACCESSING THE APP, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

(b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR, AND SPECIFICALLY DISCLAIM ANY LIABILITY FOR OR ARISING OUT OF, ANY OF THE FOLLOWING REGARDLESS OF CAUSE, IN GENERAL USE OF THE APP OR IN CONNECTION WITH FORME REWARDS AND PROMOTIONS:

- (i). any incorrect or inaccurate information, whether caused by Participants, wireless carriers, Internet Service Providers ("ISP"), or unauthorized human intervention;
- (ii). technical difficulties or failures of any kind including, but not limited to, malfunctions, interruptions, or disconnections in transmissions or connections, phone lines, network hardware or software, computers, equipment, programming errors, cable, satellite, cellular tower, ISP or wireless carriers;
- (iii). bugs, viruses, worms, Trojan horses, or similar malicious attacks;
- (iv). typographical, printing, network, mechanical, electronic, technical, human or other errors or malfunctions;
- (v). any responsibility and/or liability with respect to the Instant Win and/or the prize (including any property loss, damage, personal injury, or death) in connection with participation in this Instant Win, the offering or announcement of the prizes, or the acceptance/possession, use/misuse and/or defects of the prizes awarded herein; including any travel included in the prize;
- (vi). lost, incomplete, late, misdirected, garbled, undelivered, incomplete, stolen or mutilated transactions, subscriptions or entries or garbled, lost, misrouted or scrambled transmissions; or
- (vii). unauthorized human and/or mechanical intervention in the Instant Win or any other part of the participation process in this Instant Win. The Released Parties shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to
- (viii). by any wrongful, negligent unauthorized act or omission on the part of any supplier of any element of the prize, employees or independent contractors;
- (ix). by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties; or

(x). by any other cause, condition, or event whatsoever beyond the control of the Released Parties or parents, subsidiaries, and affiliated companies. CAUTION: Any attempt by a person or entity to damage any app or platform or undermine the legitimate operation of any Promotion may be a violation of criminal and/or civil laws, and should such an attempt be made, Sponsor and Prize Merchants reserve the right to seek damages and/or other remedies (including attorneys' fees) from any such individual(s) or entity(ies) responsible for the attempt to the fullest extent permitted by law.

#### H. NOTIFICATIONS AND MARKETING MESSAGES

You agree that we provide updates, notices, disclosures, and amendments to these Terms and Conditions, and other information relating to the App and ForMe Rewards program by electronic means, including posting such information and materials online at [www.frontier.com](http://www.frontier.com)

Frontier may contact you with marketing messages, including messages related to our promotional partners, and in any manner permitted by law, e.g., in app notifications, SMS and MMS messages, automated phone calls, or emails. You represent that you have received, and are authorized to convey to us, the consent of any authorized users on your account to be contacted by us as described in this Section.

#### I. LIMITED RIGHTS TO USE OF MATERIAL

Subject to your strict compliance with these Terms, and only with respect to Materials available on or through the App, Company grants you a limited, personal, non-exclusive, non-commercial, revocable, non-assignable and non-transferable license to download, view and/or play the Materials on device(s) that you own or control for your personal, non-commercial use only. You agree that: (a) you will keep intact all copyright and other proprietary notices contained in the original Materials or any copy you may make of the Materials; (b) you will not use the Materials in a manner that suggests an association with any of our products, services or brands; (c) you will make no modifications to the Materials; (d) you will not allow or aid or abet any third party to (whether or not for your benefit); (i) copy or adapt the object code of the App's software, HTML, JavaScript or other code; or (ii) reverse engineer, decompile, reverse assemble, modify or attempt to discover any source code, software or other products or processes accessible through the App; and (e) you will not insert any code or product to manipulate the Materials in any way that affects any user's experience.

You also agree that you will not (or aid or abet any third party to); (a) use any robot, spider, rover, scraper, or any other data mining technology or automatic or manual process to monitor, cache, frame, mask extract data from, copy or distribute the Materials (except as may be a result of a standard search engine or Internet browser usage); (b) modify, frame, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly, perform, display, disseminate, distribute, broadcast, retransmit, circulate to any third party or on any third-party website, or otherwise use the Materials in any way except specifically permitted by these Terms or otherwise in writing by Company; or (c) provide access to the App, or Materials via any medium without the prior written consent of an authorized representative of Company.

#### J. MODIFICATIONS

Company reserves the right to modify, change or add to these Terms at any time without prior notice ("Updated Terms"). You agree that we may notify you of the Updated Terms by making them available via the App and that your use of the App after we have posted the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms before using the App. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the App from that point forward. Note, that you may need to consent to our Updated Terms in order to continue to use the App and our services. If any part of these Terms is determined to be invalid or unenforceable for any reason under relevant law, then that part will be deemed replaced with a valid, enforceable provision that most closely matches the intent of the original provision, and the remaining Terms will continue in full force and effect. Frontier's failure to enforce strict performance of any part of these Terms does not waive any of its rights. We may assign our rights and duties under these Terms to any party at any time.

#### K. VIRAL CONTENT DISTRIBUTION

Company may grant you – but only through express written permission – the limited, revocable permission to engage in certain expressly described person uses of Materials as may from time to time be made available via forms of digital deliver on the App for such purpose ("Viral Distribution"). Express written permission for Viral Distribution may include these personal uses: (a) sending Material to friends or acquaintances at no charge; (b) posting and displaying a copy of Materials on a persona website; or (c) posting and displaying a copy of Materials on a third party website that permits users to post content, so long as the posting is allowed pursuant to the third party site terms and conditions, and provided that the third party website does not charge for access to these Material or associate those Materials with products, services or advertising. If expressly permitted and made available on the App, you may engage in Viral Distribution pursuant to these Terms, but you will not make any use of or license, distribute, reproduce, or otherwise exploit any part of the Materials without our express written permission.

You are required to comply with the FTC Guides Concerning the Use of Endorsements and Testimonials in Advertising at 16CFR 255 (available at <https://www.ecfr.gov/current/title-16/chapter-I/subchapter-B/part-255>)

These obligations include disclosing in any social media post or communication, or any other communication that you may have received compensation (including rewards and prizes).

#### L. THIRD-PARTY APPLICATIONS

You may choose, at your sole and absolute discretion and risk, to use applications that connect the App, or your profile on the App or with a third-party site (each a "Third-Party Application") and such Application may interact with, connect to, or gather and/or pull information from and to your App profile. By using such Third-Party Applications, you acknowledge and agree to the following: (a) if you use a Third-Party Application to share information relating to your App



profile, you are consenting to the information about your account being shared; (b) your use of a Third-Party Application may cause personally identifying information to be publicly disclosed and/or associated with you, even if Company has not provided such information, and (c) your use of a Third-Party Application is at your own option and risk, and you will hold Company harmless for the sharing of information relating to your App profile that results from your use of a Third-Party Application. You must read all login boxes and other pop-up boxes closely for notices about sharing your account information with, through or by any other means identified on a Third-Party Application. Third Party Application use of your personally identifiable information may be subject to such third party's privacy policy.

(i) Third-Party Links and Content

There may be links from the App or communications you receive from the App to third-party sites or properties or our App may include third-party content that we do not control, maintain or endorse. Accessing those third-party sites requires you to leave the App. In addition, to access the App, you may be required to use the sites and properties of a third party. We do not control those third-party sites or properties or any of the content contained therein and you expressly acknowledge and agree that we are in no way responsible or liable for any of those third-party sites or properties, including, without limitation, their content, policies, failures, promotions, products, services, actions and/or any damages, losses, failures or problems caused by, related to or arising from those third parties or their sites. YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH OTHERS FOUND ON OR THROUGH THE APP INCLUDING, WITHOUT LIMITATION, THE PAYMENT AND DELIVERY OF PRODUCTS AND SERVICES, AND ANY TERMS, CONDITIONS, WARRANTIES AND REPRESENTATIONS ASSOCIATED WITH ANY SUCH DEALINGS, ARE SOLELY BETWEEN YOU AND THE THIRD PARTY. COMPANY ENCOURAGES YOU TO REVIEW ALL POLICIES, RULES, TERMS AND REGULATIONS, INCLUDING THE PRIVACY POLICIES AND TERMS OF USE OF EACH AND ANY THIRD-PARTY SITE THAT YOU VISIT.

(ii) Mobile

The App offers features and services that are available to you via your mobile device. Standard messaging, data and other fees may apply. Fees and charges will appear on your mobile bill or be deducted from your pre-paid balance. Standard data charges and rates may apply for accessing and utilizing prizes, features, Customer Exclusives or rewards through the App or website(s).

(iii) Special Terms For Apple iOS Devices

Notwithstanding any other provision within these Terms, the following subparagraphs are applicable to those using the App on an Apple iOS device ("Frontier iOS App"). Apple Inc. and its affiliates are not sponsors of or affiliated with the Game.

- a) Acknowledgement. You acknowledge that this agreement is concluded between you and us only and not with Apple. Company, not Apple, is solely responsible for the Frontier iOS App and the content thereof. You further acknowledge that Company may not be used in any manner inconsistent with the App Store Terms of Service as of the Effective Date.

- b) **Scope of License.** You are granted a license to use the Frontier iOS App on any iOS device that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service.
- c) **Maintenance and Support.** We are solely responsible for providing maintenance and support for the Frontier iOS App, as specified in these Terms or as required under applicable law. You and Company acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Frontier iOS App.
- d) **Warranty.** WE are solely responsible for any warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of a Frontier iOS App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for such Frontier iOS App to you; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Frontier iOS App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of us.
- e) **Product Claims.** We, not Apple, are responsible for addressing any claims by your or any third party relating to a Frontier iOS App or your possession and/or use of the Frontier iOS App, including, but limited to: (a) product-liability claims; (b) any claim that the Frontier iOS App fails to conform to any applicable legal or regulatory requirement; and claims arising under consumer protection or similar legislation. Our liability is limited so far as permitted by applicable law.
- f) **Intellectual Property Rights.** In the event of any third-party claim that a Frontier iOS App or your possession and use of such Frontier iOS App infringes that third party's intellectual property rights, we, not Apple, are solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- g) **Third-Party Beneficiary.** You and we acknowledge and agree that Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third-party beneficiary thereof.

#### M. YOUR INDEMNIFICATION

You agree to defend, indemnify and hold the Company Parties harmless from and against any and all claims, damages, costs, investigations, liabilities, judgments, settlements and expenses, including attorneys' fees, that directly or indirectly related to: (a) your use of the App or website(s) or activities in connection with the App, website(s) or any Promotion accessible through the App; (b) your breach (actual or alleged) or anticipatory breach of these Terms; (c) your violation of any laws, rules or regulations; (d) any misrepresentation made by you; or (e) the Company Parties use of your information as permitted under the Terms, the Privacy Policy, any Additional Terms, or any other written agreement between you and Company. You will cooperate as fully required by the Company in the defense of any claim. The Company Parties reserve the right to assume the exclusive defense and control of any matter otherwise subject to

indemnification by you, and you will not in any event settle any claim without the prior written consent of a duly authorized employee of the Company or the applicable Company Party.

#### N. TERM AND TERMINATION

Company reserves the right to terminate your access to and use of the App, website(s) or any of their features at any time in its sole discretion, without notice and liability, including, without limitation, if Company believes your conduct fails to conform to these Terms or any Additional Terms. Company also reserves the right to investigate suspected violations of these Terms. Any violation of these Terms may be referred to law enforcement authorities.

Company also reserves the exclusive right to modify, withdraw, suspend or discontinue, temporarily or permanently, at any time and from time to time, any materials, information or content available on the App or website(s), without limitation, in whole or in part, including the cessation of all activities associated with the App or website(s), with or without notice. You agree that Company will not be liable to you or to any third party for any modification, suspension or discontinuance of the App or any part thereof. Company also reserves the right to charge for use of the App, in whole or in part, and to change its fees from time to time in its discretion.

#### O. LOCATION AND TERRITORIAL RESTRICTIONS

Unless otherwise specified, the app and Materials are made available for use in the 50 contiguous United States. As described above, Promotions may be subject to their own geographic eligibility requirements as set forth in the applicable Additional Terms.

The information provided on the App is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Company to any registration requirement within such jurisdiction or country. Company controls and operates the App from offices located in the United States and makes no representations or warranties that the information, products, or services contained on the App or website(s) is appropriate for use or access in other locations. Anyone using or accessing the App or website(s) from other locations does so on their own initiative and is responsible for compliance with the United States and local laws regarding online conduct and acceptable content, if and to the extent such laws are applicable. We reserve the right to limit the availability of the App, website(s) and/or the provision of any content, program, product, service or other feature described or available thereon to any person, geographic area or jurisdiction, at any time and in our sole discretion, and to limit the quantities of such content, program, product, service or other feature that we provide.

The App and any software related to or made available through the App may be subject to United States export controls. Thus, neither the App nor any constituent software from the App may be downloaded, exported or re-exported: (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated National or the U.S. Commerce Department's Table of Deny Orders. By downloading any software related to the App or website(s), you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list. You agree to comply with all the rules, laws and regulations that are

applicable to your use of the App including, without limitation, those governing your transmission or use of any software or data.

#### P. MISCELLANEOUS

The failure of Company to act with respect to a breach of these Terms by you or others does not constitute a waiver and will not limit Company's rights with respect to such breach or any subsequent breaches. No waiver by Company of any of these Terms will be of any force or effect unless made in writing and signed by a duly authorized office of Company. Neither the course of conduct between the parties nor trade practice will act to modify these Terms. Company may assign its rights and duties under these Terms to any party at any time without any notice to you. These Terms may not be assigned by you without Company's prior written consent. If any provision of these Terms will be unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these Terms and will affect the validity and enforceability of any remaining provisions. The Section titles are inserted only as a matter of convenience and have no legal or contractual effect. You agree that these Terms will be construed against Company by virtue of Company having drafted them.

Company will not be liable to you or be deemed to be in breach of its obligations under these Terms for any delay or failure in performance caused by acts beyond Company's reasonable control, including, without limitation, acts of God, war, terrorism, accidents, fires, floods, strikes, labor disputes, shortages or delays in obtaining supplies or service, materials, labor, or transportation, interruption of government or any governmental agency, or any similar or dissimilar cause.