



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. Also, for billing and service quality issues related to landline telecommunications services, you may choose to file a complaint with the California Public Utilities Commission rather than pursue arbitration.

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 the 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 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.

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