



## **Frontier Terms of Service for Inside Wire Maintenance**

Frontier offers Inside Wire Maintenance Plans for residential Customers. Having the plan is not a prerequisite for obtaining service from Frontier. The following terms and conditions will govern the provision of the plan.

### **1. Description of the Plans**

Frontier offers two different plans to our Copper Voice Customers which cover diagnostics and repair to the inside wire and jacks associated with the Customer's Fiber Internet services.

### **2. Inside Wire Maintenance**

This is an optional service. In accordance with Frontier's standard procedures, inside telephone wire and jack(s) associated with each Frontier dial tone line covered under the Plan (subject to the Plan Exclusions listed below) that become necessary and are reported to Frontier while you are enrolled under the Plan. Trouble isolation can often be accomplished through office testing facilities. We reserve the right to dispatch at our discretion to isolate service problems. If the problem is found to be in your telephone equipment, inside wire or jack(s), you will not be billed a service charge.

### **3. Inside Wire Maintenance Immediate Repair Plan**

This is an optional service available to Copper Voice Customers in CA, FL and TX. This service covers diagnostics and repairs to the inside wiring and jacks associated with Frontier's phone service. The thirty (30)-day waiting period is waived for existing Copper Voice Customers, allowing immediate inside wire and jack repair coverage for Customers who agree to subscribe to IWMP-IRP for a 12-month period and pay a one-time service charge.

To request maintenance service under the Plans, the Customer should call the Frontier repair service telephone number, **1.800.921.8101** and follow the voice prompts.

### **4. Charges**

Charges for the Plans are subject to change by Frontier from time to time, as more fully described in the next paragraph. All charges, plus all applicable taxes, shall be due and payable by the due date stated on Frontier's bill. Payments received after that date may be subject to a late payment charge.



## **5. Changes In Monthly Charges, Terms And Conditions**

THE CHARGES FOR THE PLANS, AND ANY OTHER TERMS AND CONDITIONS APPLICABLE TO THE PLANS, MAY BE CHANGED BY FRONTIER AT ANY TIME UPON AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE (WHICH MAY BE IN THE FORM OF A BILL INSERT OR OTHER WRITTEN NOTIFICATION). THE PAYMENT OF APPLICABLE CHARGES BY THE CUSTOMER, OR A REQUEST FOR SERVICE UNDER THE PLANS, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY THE CUSTOMER TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS. IF THE CUSTOMER DOES NOT WISH TO CONTINUE RECEIVING THEIR PLAN UNDER SUCH REVISED CHARGES, TERMS OR CONDITIONS, CUSTOMER MAY SIMPLY TERMINATE PARTICIPATION UNDER THE PLAN AT ANY TIME UPON NOTICE TO FRONTIER.

## **6. Limited 30-Day Warranty**

Frontier warrants for a period of 30 days that work performed and products delivered under the Plans will meet accepted industry practices and be free from defects in materials or workmanship. Should any work performed hereunder fail to meet these standards and be reported to Frontier within said 30-day period, Frontier shall reperform the nonconforming services, and/or repair or replace the nonconforming product(s). Such re-performance of work and/or repair or replacement of nonconforming products, shall constitute the entire liability of Frontier and sole remedy of the Customer under this warranty, whether claim or remedy is sought in contract, tort (including negligence), strict liability, or otherwise. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR IMPLIED, IN FACT OR IN LAW. FRONTIER DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **7. Limitation of Liability**

THE LIABILITY, IF ANY, OF FRONTIER, ITS AFFILIATED COMPANIES, THEIR EMPLOYEES, AGENTS AND CONTRACTORS TO THE CUSTOMER OR TO ANY OTHER PERSON FOR DAMAGES RESULTING FROM THE PROVISION OF OR FAILURE TO PROVIDE SERVICE UNDER THE PLANS, OR FROM ANY FAULT, FAILURE, DEFECT OR DEFICIENCY IN ANY SERVICE, LABOR, MATERIAL, WORK OR PRODUCT FURNISHED IN CONNECTION WITH THE PLANS, SHALL BE LIMITED TO AN AMOUNT NOT TO



EXCEED \$500. IN NO EVENT, HOWEVER, SHALL FRONTIER, ITS AFFILIATED COMPANIES, THEIR EMPLOYEES, AGENTS AND CONTRACTORS HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE PROVISION OF OR FAILURE TO PROVIDE SERVICE UNDER THE PLANS, OR FROM ANY FAULT, FAILURE, DEFECT OR DEFICIENCY IN ANY SERVICE, LABOR, MATERIAL, WORK OR PRODUCT FURNISHED IN CONNECTION WITH THE PLANS (SUCH AS, BUT NOT LIMITED TO, TELEPHONE SERVICE OUTAGES AND ANY LOSS OF USE OF WIRING, JACKS OR TELEPHONE EQUIPMENT, AND ANY DAMAGES RESULTING THEREFROM). THESE LIMITATIONS OF AND EXCLUSIONS FROM LIABILITY SHALL APPLY REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE.

## **8. Plan Eligibility**

Plans are offered only to Frontier's residential telephone Customers who use standard one- or two- line telephone set(s). Plans are not available to Customers with multiline telephone systems or services (such as multiline sets associated with common equipment, key telephone systems, or private branch exchange [PBX] equipment). ISDN (BRI) service and Frontier High-Speed Internet service are eligible for coverage under the Inside Wire Maintenance Plans.

## **9. Exclusions**

The Plan does not apply to repair of/or:

1. Wire/cable larger than 8-pair, unless otherwise expressly agreed by Frontier. If, however, problems are determined to be caused by defective conductors in wire/cable larger than 8-pair, Frontier will reterminate service to useable conductors to restore service; to the extent that spare usable conductors are available and to the extent that access to the point of termination is not denied by the Customer, the building owner or the building manager.
2. Wire or jack malfunctions or problems which arise prior to the commencement of the Customer's coverage under the Plans, or which are caused by misuse, abuse, riot, acts of war, terrorism, malicious activity, vandalism, riot, fire and acts of nature other than lightning, such as floods, windstorms and earthquakes.
3. Inside telephone wiring and jack(s) which are nonstandard or do not comply with Part 68 of the Federal Communications Commission, NEC, ANSI/ICEA



Rules and Guidelines, or fail to meet Frontier's technical standards. NOTE: If it is possible to fix the trouble by making temporary repairs to non- or sub-standard wiring, IWMP will cover the temporary repairs.

4. Malfunctions resulting from the use of telephone lines intended for voice grade transmission to transmit or receive data or signals beyond the operating capabilities of the line.
5. Restoration of your Premises if you ask Frontier to repair concealed wire.
6. The Customer's telephones or other Premises equipment.
7. Inside telephone wiring, jacks or other items used in connection with your telephone line if the line is provided by a Company other than Frontier.
8. Repair or replacement caused by fire and/or burst pipes. (This is normally covered under the Customer's homeowner insurance.)
9. Repair of damage caused by a second party. For example, carpet layer/contractor cutting IW or damaging IW or jacks.
10. Repair of marine, recreational vehicle (RV), and construction trailer jacks and wiring.
11. Repair of IW or jacks associated with complex IW, WATS or data services.
12. Repair of Customer provided equipment (instruments, modems, security systems, satellite TV dishes, etc.). Repair of jacks not previously connected to the line reported.
13. Extensions located at a different address. (IWMP covers IW that is within the same property lines as the main line.)

## 10. Notes

- If a Frontier Technician comes to your home to perform repairs to your inside wire or jack(s), and the problem is in your telephone or associated equipment (e.g., modem or fax machine), you will be required to pay a Maintenance Premises Visit Charge for the visit plus a minimum 30-minute labor charge at Frontier's then-applicable rates.
- On all repairs Frontier does not "fish" walls. If wall-run wire cannot be used to run replacement wire the Frontier Technician will run replacement cable via



baseboard only.

### **11. Termination**

The Customer may terminate participation in the Plans at any time simply by notifying Frontier's local business office (or such other number that Frontier may designate for such purpose).

Frontier may terminate the Customer's participation in the Plans without cause only upon thirty (30) days' prior notice to the Customer, but at any time in the event the Customer fails to pay all applicable charges when due.

### **12. Effective Date**

Commencement and termination of coverage under the Plans shall be effective on a date to be determined by Frontier, which shall not be more than 30 days after Frontier receives the Customer's request(s) to commence or terminate the Plans.

### **13. Choice Of Law**

Except as otherwise required by law, the Customer and Frontier agree that the Federal Arbitration Act and the substantive laws of the state of the Customer's billing address, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. UNLESS THE CUSTOMER AND FRONTIER AGREE OTHERWISE, THE CUSTOMER AND FRONTIER CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN AN ARBITRATION OR SMALL CLAIMS COURT LOCATED IN THE COUNTY OF THE CUSTOMER'S BILLING ADDRESS FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT OR TO THE SERVICE. Except as otherwise required by law, including state laws relating to consumer transactions, any cause of action or claim the Customer may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

### **14. Voluntary Mediation**

Frontier hopes that all issues related to the Customer's account or Frontier Service can be resolved through Frontier's Customer Service Department, which can be reached by calling the number on the Customer's bill or going to the Contact Us link on Frontier's website, [frontier.com/contact-us](https://frontier.com/contact-us). If Frontier does not resolve an issue to



the Customer's satisfaction, the Customer may request voluntary mediation. Frontier offers Customers the option of participating in a free internal mediation program. This program is entirely voluntary and does not affect either party's rights in any other aspect of the dispute resolution procedures outlined in this Agreement. In Frontier's voluntary mediation program, Frontier will assign an employee who is not directly involved in the dispute to help both sides reach an agreement. That person has all the rights and protections of a mediator and the process has all of the protections associated with mediation. For example, nothing said in the mediation can be used later in an arbitration or lawsuit. If a Customer would like to know more, or would like to start the mediation process, please contact Frontier at **1.800.921.8101** for a Notice of Customer Dispute Form. Fill out and send the Notice of Customer Dispute Form to Frontier according to the directions on the form.

## **15. 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. 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. For any non-frivolous claim that does not exceed \$75,000, Frontier will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from Frontier for your own dispute to the same extent as you would be in court. In addition, under certain circumstances (as explained below), Frontier will pay you more than the amount of the arbitrator's award if the arbitrator awards you an amount that is greater than what Frontier has offered you to settle the dispute. For more information about the arbitration process, please see <https://content.frontier.com/~media/documents/corporate/terms/general-arbitration-provision-4-2022.pdf>.

## **16. General Provisions**

In the event that any of the provisions of this Agreement shall be invalid or



unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision. Frontier shall not be liable for any delay or failure to perform its obligations if such delay or nonperformance arises in connection with any acts of God, fires, floods, strikes, or other labor disputes, unusually severe weather, acts of any governmental body, or any other cause beyond the reasonable control of Frontier.

### **17. Entire Agreement**

These Terms and Conditions constitute the complete and exclusive terms and conditions pursuant to which Frontier provides inside wire maintenance services to you; there are no other agreements, oral or written, relating to these services.

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