



## FRONTIER TV TERMS OF SERVICE

THESE TERMS AND CONDITIONS STATE IMPORTANT REQUIREMENTS REGARDING YOUR USE OF FRONTIER TV PROVIDED BY FRONTIER® AND YOUR RELATIONSHIP WITH FRONTIER COMMUNICATIONS AND ITS AFFILIATES PROVIDING FRONTIER TV SERVICE<sup>1</sup>, 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.

This Agreement sets forth the terms and conditions under which you the subscriber ("you," "your" or "Subscriber") agree to use Frontier TV (including Equipment and Programming) ("Frontier TV Service" or "Service") and under which Frontier affiliates ("Frontier," "us " or "we") agree to provide Service to you. References to "Frontier," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of Frontier TV Service under this or prior agreements between us or our predecessors in interest.

THIS IS A CONTRACT. PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AND OURS.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE AND CONTACT US IMMEDIATELY TO TERMINATE IT.

### 1. ACCEPTANCE OF AGREEMENT; AGREEMENT TERMS GENERALLY INCLUDED.

This Agreement starts when you accept it. By accepting this Agreement, you and any other users of Frontier TV Service within your Premises are bound by its conditions. Your acceptance of this Agreement occurs upon the earlier of your use of or payment for the Service. This Agreement will end when you or we terminate this Agreement as permitted below. This Agreement includes the terms and conditions set forth below, plus the specific elements of your Bundled Services plan, including the plan's pricing, duration and any applicable Early Termination Fee ("ETF"), all as described in the information made available to you when placing and confirming your order, our

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<sup>1</sup> The Frontier Communications affiliates providing Frontier TV Service presently include Frontier North Inc., Frontier California Inc., Frontier Southwest Inc., Frontier Florida LLC, Frontier Communications of the Carolinas LLC, Frontier Communications of Minnesota, The Southern New England Telephone Company and may be expanded to include other Frontier Communications affiliates.



Privacy Policy, and the other policies and materials specifically referred to in this Agreement, all of which are incorporated into this Agreement by reference. Please retain a copy of this Agreement for your records.

## 2. DEFINITIONS.

The term "Service" means Frontier TV, depending on the geographic area in which the Frontier TV Service is provided by Frontier, including, without limitation, all Programming, Equipment, media or program guides, software, technical support, and other features, products and services provided as part of and included with our television service, including On Demand services described in Exhibit A ("the On Demand Services"). The Service does not include voice or telephony services or Frontier dial-up or, fiber-based or DSL-based Internet services. The term "Equipment" means equipment provided by Frontier (or previously by Verizon in Florida, Indiana, Texas, California, or AT&T in Connecticut) to you for use with the Service and shall include, without limitation, the Set Top Box ("STB"), digital video recorder ("DVR"), video media server, peripheral devices or routers along with any software contained in or downloaded to the Equipment as part of the Service, as well as any remote controls or other devices or components provided by Frontier to you for use with the Service. The term "Equipment" does not include "Other Devices" which means any router or other device that you purchase from Frontier or a third party or any Equipment that has been designated as "Retired." The term "Premises" refers to the physical location at which the Service has been installed. "Programming" means content provided by Frontier or its third party licensors, providers or suppliers and provided as part of and included with the Service, including, without limitation, images, photographs, animations, video programming, information services, audio, music, and text, irrespective of the manner or format in which such content is delivered. The term "Bundled Services" means a combination or "bundle" of Frontier TV with one or more eligible Frontier services, including but not limited to the service provided by Frontier that allows you to access the Internet (including Frontier dial-up, fiber-based or DSL-based Internet services) or Frontier telephony or voice services.

## 3. SERVICE CHANGES.

Subject to applicable law, we reserve the right to change, re-arrange, add, delete or otherwise modify the Service at any time, with or without prior notice or liability, refunds or credits to you, including changing, rearranging or otherwise modifying our Programming packages, the channels and selections available in those packages, the Equipment, any Other Devices and any other features, products and services that we



offer. Frontier or its suppliers, including Programming providers, may, without notice or liability, refunds or credits to you, restrict the use of any Services or limit time of availability in order to perform maintenance activities or to maintain security.

#### 4. USE OF THE SERVICE.

You agree to use the Service only for your private non-commercial use and enjoyment. Unless otherwise specifically authorized by us in writing, the Programming distributed via the Service may not be viewed or otherwise displayed in areas open to the public, including, without limitation, commercial establishments. You may not rebroadcast or transmit the Programming or charge admission for its viewing. You may not take any actions to alter or avoid any security or access controls or restrictions associated with the Service or Equipment.

You are responsible for all use of the Service, including the purchasing of any content or On Demand Services, whether by you or someone using the Service with or without your permission. You agree not to use the Service, directly or indirectly, for any unlawful purpose, including without limitation, violation of the copyright laws through the use, production, copying, rebroadcast or redistribution of any Programming distributed as part of the Service or recorded utilizing equipment containing digital video recording devices. You further agree that your use of the Service is your sole responsibility, at your own risk, and subject to all applicable local, state, and federal laws and regulations. We in our sole discretion, or any Programming provider, may pursue or seek to prosecute you and other responsible parties under applicable federal, state and local laws in the event that the Service is used for an unlawful purpose. As described in more detail in Section 13 below, you agree to indemnify us in the event of any such violation by you or anyone using the Service at the Premises.

You understand and agree that not all Programming, including certain content or On Demand Services, may be suitable for all viewers, and users of the Service may have access to Programming that may be sexually explicit, obscene, offensive, or otherwise unsuitable or objectionable, especially for children under the age of eighteen (18). You further understand and agree that it is your responsibility to impose any viewing restrictions you determine are appropriate to limit viewing and access to potentially objectionable material, and you agree to supervise usage of the Service at your Premises. **YOU AGREE THAT WE ARE NOT RESPONSIBLE TO YOU OR ANYONE ELSE VIEWING PROGRAMMING OR INFORMATION PROVIDED ON, OR ACCESSED THROUGH, THE SERVICE FOR ANY CONTENT THAT YOU OR OTHERS**



MAY DEEM TO BE OBJECTIONABLE FOR ANY REASON AND YOU WAIVE ANY CLAIMS AGAINST US FOR ANY INJURY OR HARM RELATING TO SUCH CONTENT OR THE VIEWING OF PROGRAMMING. YOU FURTHER UNDERSTAND AND AGREE THAT WE ARE NOT RESPONSIBLE FOR THE INFORMATION OR MATERIALS ACCESSIBLE VIA THE INTERNET THROUGH USE OF THE SERVICE. IN ADDITION, YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY PURCHASES OR OTHER TRANSACTIONS MADE THROUGH, USING, OR IN CONNECTION WITH THE SERVICE

Frontier may enable you to access and view Programming, including On Demand Services, in a variety of ways. The streaming and downloading technology employed by Frontier may vary among devices and software applications and is subject to change without notice.

#### 5. SOFTWARE LICENSES AND THIRD PARTY SERVICES.

- a. We may provide you, for a fee or at no charge, software for use in connection with the Service which is owned by us or our third party licensors, providers and suppliers ("Software"). We reserve the right periodically to update, upgrade or change the Software remotely or otherwise and to make related changes to the settings and Software or the Equipment or any Other Devices, and you agree to permit such changes and access the Equipment, and any Other Devices. You may use the Software only in connection with the Service and for no other purpose.
- b. Certain Software may be accompanied by an end user license agreement ("EULA") from us or a third party. Your use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms of the EULA.
- c. For Software not accompanied by a EULA, you are hereby granted a revocable, nonexclusive, non-transferable license by us or our third party licensor(s) to use the Software (and any corrections, updates and upgrades thereto). You may not make any copies of the Software. You agree that the Software is confidential information of Frontier or its third party licensors and that you will not disclose or use the Software except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by us or our third party licensors. You may not de-compile,



reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that we or our third party licensors continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. You agree not to contest the use, ownership or any invalidity of the rights of Frontier and/or third party licensor(s) in and to the Software. Any and all goodwill arising from or in connection with the use of any trademark or trade name in and to the Software inure to the benefit of Frontier and/or its third party licensor, as appropriate. The Software may be used in the United States only, and any export of the Software is strictly prohibited.

- d. Your license to use the Software will remain in effect until terminated by Frontier or its thirdparty licensors, or until your Service is terminated. Upon termination of your Service, you must cease all use of and immediately delete the Software from any Equipment or Other Devices not returned to us.
- e. If you subscribe to or otherwise use any third-party services offered by Frontier, your use of such services is subject to the EULA of that third-party provider. Violation of those terms may, in our sole discretion, result in the termination of your Service.

#### 6. AUTHORIZED USER; PREMISES; REFUSAL OF SERVICE.

- a. You acknowledge that you are eighteen (18) years of age or older, and that you have the legal authority to enter into this Agreement. You agree to notify us immediately whenever your personal or billing information changes (including, for example, your name, address, credit card and telephone number).
- b. You agree to allow us and our representatives the right, at reasonable times, to enter the Premises for the purpose of installing, maintaining, servicing, inspecting, upgrading and/or removing the Service (including any Equipment



and, subject to and limited by any applicable limited warranty, laws, and/or policies, Other Devices). You understand and agree that Frontier may drill, cut, and otherwise alter improvements on the Premises (including walls, flooring, and/or other surfaces) in order to install, maintain, or repair the Service. If you do not own your premises or your unit is part of a multi-tenant environment (e.g., apartment building, condominium, private subdivision), you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to allow Frontier and its subcontractors reasonable access to install, maintain, and repair the Service and to make any alterations Frontier deems appropriate for the work to be performed.

- c. You acknowledge and agree that you will be responsible for payment of charges for visits by Frontier or its subcontractors to your Premises when a service request results from causes not attributable to Frontier or its subcontractors, including, but not limited to, when you are unwilling to complete troubleshooting steps requested by Frontier.
- d. We reserve the right, in our sole discretion, to refuse to provide the Service to you for any reason at any time, consistent with law.
- e. You acknowledge that the Service is subject to U.S. export control laws and regulations. You represent that you are not a citizen of an embargoed country or prohibited end user under applicable U.S. export and anti-terrorism laws, regulations and lists. You will not use, export or allow a third party to use or export the Service in any manner that would violate applicable law, including but not limited to applicable export control laws and regulations. You further agree to comply with U.S. export laws concerning the transmission of technical data and other regulated materials, including the export of any provided equipment, via the Service.

## 7. PERSONAL DATA AND PRIVACY POLICY.

Frontier will treat your information provided to us in accordance with our current Privacy Policy, which is subject to change. A copy of the Privacy Policy is available at [frontier.com/policies](https://frontier.com/policies).

## 8. CHANGES TO THIS AGREEMENT.

The current version of the terms of this Agreement shall be available on [frontier.com/terms](https://frontier.com/terms). From time to time, we may make revisions to this Agreement and



to the policies relating to the Service, Equipment and Other Devices, including revisions to the provisions that govern the way that you and Frontier resolve disputes. Notification of changes to this Agreement will be provided to you as outlined in Section 14 below. Revisions to this Agreement shall be effective the date it is posted at [Frontier.com/terms](https://Frontier.com/terms) unless another date is specified in the notice. Unless we provide otherwise, you accept the revisions and agree to abide by them by continuing to use the Service after the revisions are effective.

#### 9. EQUIPMENT; MAINTENANCE AND OWNERSHIP OF EQUIPMENT.

- a. We do not guarantee that the Service will work correctly if you use equipment to access the Service other than the Equipment or Other Devices authorized by Frontier for use in connection with the Service, including but not limited to smartphones, tablets, other portable devices, gaming consoles and Internet-ready equipment. We have no responsibility for the operation or support, maintenance or repair of any third-party Other Devices, Other Devices that have been designated as Retired, software or services that you choose to use in connection with the Service or with the Equipment or Other Devices provided by us. We assume no responsibility for the operation of the Service if equipment other than the Equipment or Other Devices authorized by us for use in connection with the Service are used to access the Service.
- b. You acknowledge and agree that, at all times ownership of the Equipment shall remain with us and that this Agreement allows you to use Equipment only in connection with your receipt and use of the Service. We may, at our option, supply new or reconditioned Equipment to you.
- c. You will be financially responsible for the repair or replacement of damaged Equipment or Retired Equipment, as necessary. You also agree that Frontier may assess a maintenance fee or other charge to administer, repair or maintain the Equipment, including Equipment that has been designated as Retired and that neither will be serviced by anyone other than our employees or our designated agents or representatives. You further agree not to tamper with or otherwise harm the Equipment, and that you will not copy, modify, reverse compile or reverse engineer any Equipment, software or firmware provided by Frontier in connection with the Service. Upon termination of the Service or if the occupancy or ownership of your Premises changes, you are responsible for returning the Equipment to us in an undamaged condition, subject only to reasonable wear and tear. Failure to return any Equipment owned by us, or



returning Equipment in a damaged condition (subject only to reasonable wear and tear) will result in the imposition of an Equipment fee that may be substantial.

- d. In the event that the Equipment owned by Frontier is stolen, you are required to provide us with a copy of the police report to verify that the Equipment was reported stolen. If no report is produced, then you will be held financially responsible for the stolen Equipment.
- e. You may be required to pay certain Equipment-related fees, such as restocking fees and/or exchange fees.

#### 10. TERMINATION OF SERVICE; TERMINATION FEES.

- a. You or Frontier may terminate the Service at any time and for any reason. You may terminate the Service by giving written notice to the address provided in the Notice section (Section 14) below or by contacting a Frontier Contact Center at the telephone number identified on your Frontier bill. Termination of other Frontier services, including the porting of your telephone service, may not terminate Frontier TV Service. You may be required to separately notify Frontier that you are terminating Frontier TV Service and the termination date for your other services may be different than the termination date for your Frontier TV Service. Unless otherwise required by applicable law, termination may be effective on the last day of your Frontier billing cycle for the applicable Service, and you are responsible for all charges incurred through the date of termination. Installation or setup fees paid at the initiation of the Service, if any, are not refundable. Termination by us will be effective as provided in our notice to you. Upon termination for any reason, you will be responsible for payment of all outstanding account balances and Equipment fees accrued through the date of termination. If a termination is a result of violation by you of the terms of this Agreement, you may also be liable to pay an ETF.
- b. To the extent permitted by applicable law, your exclusive remedy for a violation of this Agreement by Frontier or any other breach by Frontier or dispute by you related to the provision of Service is (i) termination of Service by you, and/or (ii) a credit or refund of the charges you paid after providing notice to Frontier of the alleged breach or any other dispute, but not to exceed charges for ninety (90) days. If you fail to provide Frontier with notice and a reasonable opportunity to cure, to the extent permitted by applicable law, termination of





service by you is your exclusive remedy for any breach by Frontier.

- c. Following a termination or suspension of Service, we may, at our sole discretion, refuse to accept your subsequent request for Service. If your Service is terminated for any reason, you may be required to pay a reconnection fee or additional deposit before Services is reactivated.
- d. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IF YOU HAVE CHOSEN TO SUBSCRIBE TO A BUNDLED SERVICES PLAN WITH A MINIMUM TERM COMMITMENT, IF ANY OF THE BUNDLE SERVICES ARE TERMINATED BY YOU OR BY US AS A RESULT OF VIOLATION BY YOU OF THIS AGREEMENT BEFORE COMPLETING YOUR MINIMUM TERM, THEN YOU AGREE TO PAY FRONTIER THE EARLY TERMINATION FEE ASSOCIATED WITH THE BUNDLED SERVICES PLAN YOU HAVE CHOSEN.

## 11. PRICING AND PAYMENT.

In consideration for your receipt of the Service and use of any Equipment or Other Devices if applicable, you agree to pay us as follows:

- a. **Service Fees.** Billing for the Service will begin automatically upon installation of the Service and continue until the Service is terminated by you or by us in accordance with this Agreement. Frontier may, in its sole discretion, change or modify the rates you are charged for Services, Programming, Equipment or Other Devices (if applicable) at any time. Equipment and Other Devices are priced separately from the Service and are not subject to promotional pricing or term agreement commitments. Regular Service and Equipment charges are billed each month in advance. Your first bill for Services may include pro-rated charges for a partial month period prior to the beginning of your first full monthly billing cycle. You agree to pay us in advance, at our rates in effect at the time, through all periods until the Service is terminated. Other transactional charges, such as for the On Demand Services, are billed after the applicable service or feature has been ordered or provided to you. Frontier may, in its sole discretion, retroactively bill you for Services, On Demand Services, Programming Equipment, Other Devices (if applicable), taxes and other fees and charges if it determines the prior billing was missed, incomplete or incorrect. You may also be required, based on your ordering and payment history, to provide pre-invoice payment by credit card or such other payment method as we may designate for transactional services such as the On Demand



Services. You agree to pay all applicable charges for the Service and Equipment by the due date set forth in your monthly invoice. Rates for the Service and other charges may be changed by us at any time, subject to prior notice as required by applicable law. If we provide you with notice, it will be provided as set forth in Section 14 below. Your invoice may also contain certain other charges (including, without limitation, taxes and other fees and charges such as franchise related fees, public education government fees, account activation and installation charges, and Frontier-initiated surcharges and fees, including regional sports network (RSN) fees, broadcast fees, administrative or reactivation fees, customized setup fees, programming cost increases or other cost recovery assessments, interest on past due balances, returned payment fees, ETFs, Equipment, Retired Equipment and Other Device charges and fees and other nonrecurring or recurring charges) and you agree to pay such other charges by the due date set forth in your monthly invoice. Frontier may change the amount of or basis for determining any fee or charge or institute a new fee or charge. The waiver of any fees or charges is at our discretion. If you cancel any component of a Bundled Services plan, the monthly charges for the remaining services on your account will convert to the applicable existing non-discounted monthly service rate.

- b. Bundled Services Plans and Plans with Minimum Terms. Frontier may provide discounted term arrangements, gifts and/or promotions to customers who purchase multiple services at the same time (“Bundled Services”) and/or commit to a minimum time-period term contract arrangement. If you subscribe to a Bundled Services plan with a term commitment, you agree to maintain such Services for the minimum term of that plan. You understand and agree that you must continue to purchase all Bundled Services, without change, for the minimum term agreed upon to receive any promotional offer, discounted rates, gifts or other incentives. You agree to keep the Bundled Services during this initial term. You agree that if you change or discontinue any part of a Bundled Services plan, you may lose all promotional pricing, discounted rates, gifts or other incentives associated with the Bundled Services plan, that the price for each Bundled Service may increase, and that any changes will constitute a failure to fulfill the minimum term agreed upon to receive the promotional rate, discount, gift or other incentive. If applicable, the term commitment will automatically renew for the same time period at then applicable rates each time it expires unless you notify Frontier or we notify you of termination before the



term commitment period ends. At the end of your term commitment, promotional and other discounts may no longer apply and different Service, Equipment and Other Devices charges may apply going forward.

- c. **Third-Party Charges.** You acknowledge and agree that you may incur charges with third parties that are separate and apart from the Service fees charged by us. These may include charges resulting from accessing on-line services or purchasing products and services through interactive options available through the Service. You are solely responsible for all charges payable to third parties, including all applicable taxes. In addition, you are solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions.
- d. **Late Payment and Fees.** Payment in full is due no later than the due date indicated on your bill. If we do not receive your full and complete payment by the due date, as permitted by applicable law, we may immediately suspend or terminate your Service and charge you a late fee on the unpaid balance. We may report information about your Service account, including unpaid balances, to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report. We may also charge you a reactivation fee or decline to reinstate Service if Service is suspended or terminated. In the event we utilize a collection agency or resort to legal action to recover an unpaid balance, you agree to reimburse us for all expenses incurred to recover such unpaid balance, including reasonable attorneys' fees and costs. You expressly authorize, and specifically consent to allowing, Frontier and/or its outside collection agencies, outside counsel, or other agents to contact you in connection with any and all matters relating to unpaid past due charges billed by Frontier to you. You agree that, for attempts to collect unpaid past due charges, such contact may be made to any mailing address, telephone number, cellular phone number, email address, or any other electronic address that you have provided, or may in the future provide, to Frontier.
- e. **Customer Deposits.** We may require that you provide us with a refundable deposit ("Customer Deposit") prior to or upon the activation or reactivation of the Service. We may also require an additional Customer Deposit after activation of the Service if you fail to pay any amounts when due hereunder or seek to upgrade your Service. We may apply Customer Deposit against any



unpaid amounts at any time. Following termination of Service, we shall return a sum equal to the Customer Deposit, without interest unless otherwise required by law, minus any amounts due on your account including, without limitation, any amounts owed to us for unreturned or damaged Equipment.

- f. **Questions About Your Monthly Invoice.** Subject to applicable law, if you intend to dispute a charge on your bill, you must contact us within 60 days of the date you receive the bill in question. **UNDISPUTED PORTIONS OF YOUR BILLING STATEMENT MUST BE PAID BY THE DUE DATE TO AVOID A LATE FEE AND POSSIBLE SUSPENSION OR TERMINATION OF THE SERVICE.**
- g. **Payments.** Except as otherwise permitted under applicable law, you agree that you will pay your bill by check, credit or debit card, electronic funds transfer payments or such other payment method as we may designate. If you have authorized payment by credit or debit card or by debiting a bank account, no additional notice or consent is required before we invoice the credit or debit card or debit the bank account for all amounts due to us for any reason. You agree Frontier may charge you a convenience fee associated with a customer service representative processing your payment. The outstanding balance is due in full each month. If any bank or other financial institution refuses to honor any payment, draft or instrument submitted for payment to your account, we may charge you a fee in accordance with applicable law. Based on your election and subject to our approval, Frontier or its agent will bill you directly, or bill your charge card or local Frontier telephone bill (where available). **IF YOU ELECT TO BE BILLED ON YOUR FRONTIER TELEPHONE BILL, BY USING THE SERVICES YOU AGREE TO HAVE ALL SERVICE CHARGES INCLUDED ON YOUR TELEPHONE BILL. IF YOU SUBSCRIBE TO BUNDLED SERVICES PLAN, THEN ALL OF THE BUNDLED SERVICES MUST BE BILLED ON YOUR FRONTIER TELEPHONE BILL.**
- h. **Consents Regarding Credit.** We may evaluate your credit history before modifying or providing you Service. In order to establish an account with us and/or obtain or modify the Service, you hereby authorize us to obtain a report from a consumer credit agency and to exchange information with others in connection with determining your creditworthiness. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to consumer credit reporting agencies.
- i. **Special Arrangements.** Some customers may receive the Services through a



special arrangement with their property owner, property manager or association. If you have such an arrangement, this Agreement shall apply to the Services, except that Frontier may not directly charge you for the Services (including Equipment) provided to you as part of the special arrangement. You will be responsible for fees and charges associated with additional Service orders. You may also have an additional agreement or contract with your property owner, property manager or association that covers any special arrangement. Any such additional agreement or contract is outside the terms of this Agreement and Frontier is not responsible for nor bound by the terms of any agreement you may have with your property owner, property manager or association.

- j. Refunds. You authorize Frontier to use outside payment processing agencies or other companies for purposes of paying any refund owed to you. You agree that we or the outside payment processing agency or other company that is responsible for your refund may determine in our or, if applicable, their sole and absolute discretion the form of any refund that we issue to you under this Agreement, and such form may include a credit on your next statement, a check, or a prepaid debit card.

## 12. 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 or discontinue, temporarily or permanently, at any time and from time to time, the Services (or any function or feature of the Services or any part thereof) without liability.

- b. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER 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 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 YOUR LINE AND WIRING TO AND INSIDE YOUR



LOCATION, AMONG OTHER FACTORS. IN THE EVENT SERVICE IS NOT PROVIDED 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.

### 13. 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.

### 14. NOTICES.

- a. Unless otherwise specified in this Agreement, notices to you may be made via email, regular mail, posting online at [Frontier.com/terms](https://Frontier.com/terms), recorded announcements, or messages, bill message, bill insert, newspaper ad, postcard, letter or call to your billed telephone number or any other landline or wireless telephone number you have provided to Frontier. In addition, Frontier may also provide notices or changes to these terms or other matters by displaying notices on your TV, including the Message Center located in the interactive media guide. It is your responsibility to check for such notices. If you send us an email, you agree that the User ID and/or alias contained in the email is legally sufficient to verify you as the sender and the authenticity of the communication.
- b. Notices required under this Agreement by you must be provided to Frontier at:  
ATTENTION: CUSTOMER SERVICE  
Frontier Communications





P.O. Box 5166 Tampa, FL 33675

With a copy to:

Frontier Communications Legal Department  
401 Merritt 7  
Norwalk, CT 06851

Notice by you to Frontier shall be deemed given upon receipt by Frontier.

#### 15. DISPUTE RESOLUTION WITH FRONTIER BY BINDING ARBITRATION.

\*\*\*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. 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.

#### Arbitration Agreement:

- a. You and Frontier agree to arbitrate all disputes and claims between us related to or associated with the Service. 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. 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 subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of Frontier 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 in a small claims court for disputes or claims that are within the scope of the small claims court's authority. In addition, you may bring any issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf.

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision, even after the Agreement is terminated.

- b. 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 (1) describe the nature and basis of the claim or dispute, and (2) set forth the specific relief sought (“Demand”). If Frontier and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Frontier may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Frontier or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Frontier is entitled.
- c. 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. Procedure, rule and fee information is available from the AAA online at <http://www.adr.org>, by calling the AAA at 1.800.778.7879, or by calling Frontier at 1.877.462.7320, option 3. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision, including the scope, interpretation, and enforceability of section (f) below, are for a court to decide. 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, through a telephonic hearing, or by 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 unless you and Frontier agree otherwise. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Frontier agrees to pay your AAA filing, administration, and arbitrator fees (“AAA fees”) for claims for damages of up to \$75,000 and for claims for non-monetary relief up to the value of \$75,000, as measured from either your or Frontier's perspective (but excluding attorneys’ fees and expenses). After Frontier receives notice that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 but is subject to change by the AAA. If you are unable to pay this fee, Frontier will pay it directly upon receiving a written request.) In addition, Frontier will not pay your share of the AAA fees if the arbitrator finds that either your claim or the relief sought is frivolous or brought for an improper purpose, as measured by the standards of Federal Rule of Civil Procedure 11(b). In such case, the payment of AAA fees will be governed by the AAA Rules, and you agree to reimburse Frontier for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. If you initiate an arbitration in which you seek relief valued at more than \$75,000 (excluding attorneys’ fees and expenses), as measured from either your or Frontier’s perspective, the payment of AAA fees will be governed by the AAA Rules.



- d. If Frontier offers to settle your dispute prior to appointment of the arbitrator and you do not accept the offer, and the arbitrator awards you an amount of money that is more than Frontier's last written settlement offer, then Frontier will pay you the amount of the award or \$5,000 ("the alternative payment"), whichever is greater. If Frontier does not offer to settle your dispute prior to appointment of the arbitrator, and the arbitrator awards you any relief on the merits, then Frontier agrees to pay you the amount of the award or the alternative payment, whichever is greater. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of 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 arbitrator's ruling on the merits.
- e. Although Frontier may have a right to an award of attorneys' fees and expenses if it prevails, Frontier agrees that it will not seek such an award.
- f. You and Frontier agree to seek, and further agree that the arbitrator may award, only such relief—whether in the form of damages, an injunction, or other non-monetary relief—as is necessary to resolve any individual injury that either you or Frontier have suffered or may suffer. In particular, if either you or Frontier 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 a court decides that applicable law precludes enforcement of any of this paragraph (f)'s limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. Further, an arbitrator's award and any judgment confirming it shall apply only to that specific case and cannot be used in any other case except to enforce the award itself.



- g. 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, you may reject that change by providing Frontier with written notice within 30 days of the change to the Notice Address provided in (b) above and require Frontier to adhere to the language in this provision. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

## 16. GENERAL PROVISIONS.

- a. All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination of this Agreement, including without limitation, those relating to Warranties and Limitation of Liability, Indemnification and Dispute Resolution with Frontier by Binding Arbitration, shall survive such termination.
- b. Assignment. You may not assign or otherwise transfer this Agreement, or your rights or obligations under it, in whole or in part, to any other person. Any attempt to do so shall be void. Furthermore, you agree to notify us of any changes of ownership of, or occupancy in, the Premises immediately upon such transfer of ownership or change in occupancy. We may assign all or any part of this Agreement with or without notice and you agree to make all subsequent payments as directed.
- c. Applicable Law. Except as otherwise required by law, you and Frontier agree that the Federal Arbitration Act and the substantive laws of the state and local area in which your Premises is located, 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 related in any way to the subject matter of this Agreement.
- d. As permitted under applicable laws and without limitation to other rights provided in this Agreement, you authorize Frontier to (a) disclose your account information, including your payment history and confidential information, to credit reporting agencies or private credit reporting associations, and (b) periodically obtain and use your credit report and other credit information from any source in connection with Frontier's offering of the Services and other services. You understand that if you fail to fulfill the terms of your obligations



under this Agreement, Frontier may report your failure to a credit reporting agency.

- e. Frontier's failure at any time to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be a waiver of such terms in the future. Except where this Agreement specifically provides otherwise, if any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.
- f. This Agreement, including all Policies referred to herein, constitutes the entire agreement between you and Frontier with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. No changes by you to this Agreement shall be effective unless agreed to in a writing signed by an authorized person at Frontier.
- g. If any provision of this Agreement is found by a court or agency of competent jurisdiction to be unenforceable, the parties nevertheless agree that the remaining provisions of these terms and conditions shall remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that provision is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void.
- h. To the fullest extent permitted by law, you and Frontier agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- i. The section titles and paragraph headings in this Agreement are for convenience only and have no legal or contractual effect.

Last update: October 2020

## EXHIBIT A - ON DEMAND SERVICES

Frontier TV On Demand Services provide a viewing function for certain Frontier TV content and is included as part of your Frontier TV Services. Your use of On Demand

Last updated October 2020



Services is conditional upon your continued adherence to the Frontier TV Terms of Service above and available at [frontier.com/terms](https://frontier.com/terms).

## 1. Definitions.

Except as otherwise provided in this Exhibit A, the definitions included in the Frontier TV Terms of Service apply to On Demand Services and are incorporated by reference.

"Content" shall mean video, audio, image or other files, data, or the collection of such, in digital or electronic form of any type provided through the Service, either rented or unlimited/purchased.

## 2. On Demand Services Description.

2.1 On Demand Services allows you to access and view On Demand Services Content in a variety of ways, such as: (a) by streaming On Demand Services Content to your TV through a Frontier-supplied TV set-top box; or (b) by streaming On Demand Services Content to your iOS or Android mobile device, tablet, or through the internet on your PC. Mobile device, tablet, or PC streaming require a valid Frontier TV account and Frontier ID in order to access and stream content.

2.2. On Demand Services Requirements. Internet access is required to use the Services. You are solely responsible for compliance with any minimum system requirements, and for obtaining, installing, configuring, and maintaining suitable equipment and software, including any necessary system or software upgrades, patches or other fixes, which are or may become necessary to access the Services.

## 3. On Demand Services Conditions of Use.

3.1 The terms and conditions included above related to Frontier TV Service or the Service also apply to On Demand Services. You acknowledge that access to and viewing of Content is dependent on numerous variables, including, but not limited to, the speed and availability of your broadband or network connection. You may experience delays or technical difficulties caused by or related to such variables, as well as the technical limitations of the device on which you access or view the On Demand Services Content. To the extent permitted by applicable law, you will not receive a refund or credit for any Content that you are not able to access or view. You bear all responsibility for ensuring that you have Equipment and devices to access and view Content.



3.2 The On Demand Services is intended solely for your non-transferable, non-commercial, private and personal use, and any other use or attempted use for commercial or other purposes is strictly prohibited. You understand and agree that advertisements, as well as certain communications from Frontier such as service announcements and administrative messages, are part of the Services and are necessary for Frontier to provide the Services

3.3 Digital Licenses for On Demand Services Content. Regardless of the use of the word "purchase," all On Demand Services Content is offered for license, not purchase or sale, and is subject to this Agreement and any other license terms and conditions applicable to the On Demand Services Content, including limitations imposed by the use of any digital rights management technology.

#### 4. On Demand Services Licensing.

4.1 On Demand Services Content: When you order On Demand Services Content, the payment of a fee will entitle you to access the On Demand Services Content for viewing on Authorized Devices an unlimited number of times over an indefinite period of time, unless restricted, removed or discontinued at the sole discretion by Frontier, the content provider or studio. Frontier reserves the right to terminate and discontinue your access to On Demand Services Content if you are no longer a Frontier service customer, however, to the extent it is accessible your use of such On Demand Services must be in accordance with the terms of this Agreement.

4.2 Rented On Demand Services Content: When you rent On Demand Services Content, the payment of a rental fee will entitle you to access the rented On Demand Services Content for viewing on one or more authorized devices over a fixed period of time, typically 24 to 48 hours from the purchase or initial playback of the Rented On Demand Services Content. Upon the payment of the rental fee, you may be given the option to "Watch On This Screen" or "Watch on Any Screen".

- (a) If you select "Watch On This Screen", you can watch the Rented On Demand Services Content only on the specific On Demand Services authorized device on which the payment of the rental fee was made. The rented title will be streamed to such On Demand Services authorized device, and it will be viewable as many times as you like for a viewing period of 24 (or in some cases up to 48) hours from the time you first





initiate playback of the rented title.

- (b) If you select "Watch On Any Screen", you will have 24 hours (or in some cases up to 48) hours from the time of the payment of your rental fee to watch the title multiple times on your On Demand Services authorized device. However, only one of your On Demand Services authorized devices may play back the Rental Content at any one time.

- 4.3 Upon the payment of either a purchase or rental fee, Frontier grants you a limited, non-exclusive, revocable, non-transferable license to use the On Demand Services Content solely for your personal, non-commercial/non-public, entertainment use.
- 4.4 Purchased On Demand Services Content may become unavailable for streaming (including streaming to your TV via a Frontier TV set-top box) due to content provider or Frontier licensing and other restrictions, and Frontier will not be liable to you if purchased On Demand Services Content becomes unavailable for further streaming and/or use.
- 4.5 Restrictions on Streamed Viewing. On Demand Services Content that you choose to watch online through your Web browser or other compatible devices are limited to two concurrent streams (including any streams delivered to the TV via a Frontier TV set-top box) from the same account at any one time. In addition, the concurrent streams must be different titles as a single On Demand Services Content title cannot be streamed to two locations at the same time.
- 4.6 Reservation of Rights. All Content provided by Frontier or its third party licensors on any website or other resource provided by Frontier at which On Demand Services Content may be purchased, including, without limitation, images, animations, previews, video programming, information services, audio, music, and text, irrespective of the manner or format in which such Content is delivered, is the property of Frontier or its licensors. You understand and acknowledge that your rights with respect to On Demand Services Content are limited by copyright law. All rights regarding use of On Demand Services Content not expressly granted in this Agreement are reserved by Frontier and/or its licensors.
- 4.7 General Restrictions. The On Demand Services are intended for use within the United States. You agree to follow all rules and policies applicable to the On Demand Services, including required or automated updates, modifications



and/or reinstallations of software and obtaining available patches to address security, interoperability and/or performance issues. You also agree: (i) to comply with all applicable laws, rules and regulations when using the On Demand Services and accessing or viewing On Demand Services Content; and (ii) not to reverse engineer, decompile, disassemble or otherwise tamper with or modify any of the security features, usage restrictions or other Service components for any reason (or help anyone else to do so).

#### 5. Data Charges.

You acknowledge and agree that you may also incur data charges or fees from a wireless or internet service provider (which may be Frontier or a third party) for accessing and viewing On Demand Services and other online services or purchasing products and services through interactive options available through the Service. You are solely responsible for all charges or fees payable to Frontier or third parties, including all applicable taxes. In addition, you are solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions.

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