



## **GENERAL TERMS AND CONDITIONS APPLICABLE TO FRONTIER RETAIL TELECOMMUNICATION SERVICES IN MISSISSIPPI**

Please read this important message carefully. Effective October 1, 2015, your use of Frontier Communications of Mississippi, LLC (“Frontier”) Services (as defined below) will constitute your agreement to be bound by the charges, terms and conditions set forth in the Product Guide (as defined below) including the general terms and conditions set forth below. For customers already subscribing to Frontier Services, you will no longer be governed by tariffs on file with any regulatory commission, with the exception of Lifeline service. In this case, your service will continue to be tariffed and regulated by the Mississippi Public Service Commission. If you do not accept the provisions of the Product Guide, your sole option is to cancel your Services. You will be responsible for all usage charges, non-recurring charges, early termination charges under other agreements for Frontier products and the pro rata portion of monthly recurring charges incurred prior to the effective date of the cancellation.

You acknowledge that it is impractical to print in this document the complete Product Guide which contains all of the service descriptions, charges, and other terms and conditions and that providing the complete Product Guide on Frontier’s Website and making it available on request are reasonable means of notice and incorporation of those terms.

### **1. Application**

- .1 The Product Guide sets forth the terms and conditions under which Customers (“Customer”, “you” or “your”) agree to use the Services (as defined below) and under which Frontier Communications of Mississippi, LLC (“Frontier”, “Company” or “we”) agrees to provide the Services to Customers, unless otherwise noted.
- .2 The Product Guide is set forth on the Frontier website (the “Website”) at <http://carrier.frontiercorp.com/crtf/tariffs/> and you may request a printed copy of the terms and conditions applicable to the ordered Service by telephoning Frontier at 1-800-921-8101.
- .3 The Product Guide becomes a binding contract following your acceptance of the terms and conditions applicable to the ordered Service. You are deemed to have accepted the terms of the Product Guide applicable to your Service upon your use of the Service following notification to you of the availability of the Product Guide either at the Frontier Website or by telephone, by email, by mail or other communication.
- .4 Unless expressly stated otherwise, the Product Guide also applies to Customers who have entered into a separate contract for Services for a specified time period; provided, however, in the event of a conflict between the terms in the separate agreement and the terms in the Product Guide, the terms in the separate contract shall control with respect to Services subject to that contract.

## 2. General Terms and Conditions

- .1 Services. "Service" or "Services" means all retail telecommunications products or services offered by Frontier in Mississippi. Services do not include non-telecommunication services, such as High Speed Internet, which were not included in Frontier's Mississippi intrastate tariff prior to May 1, 2010 and which are provided pursuant to federal tariffs or other oral or written agreements.
- .2 Prices. You are responsible for all charges associated with the Services and rate plan selected, including all taxes, usage charges, telecommunications surcharges (e.g., Universal Service Fund fees) or other applicable governmental charges due on account of the Services. Such taxes, fees and/or surcharges are subject to change without notice to Customer except as may be required by law. Charges for ancillary services, including but not limited to, charges for installation, change orders, directory assistance and operator services used by Customer will be imposed at Frontier's current rates and such charges are also subject to change without notice to Customer except as may be required by law. Promotional pricing and terms will expire in accordance with the terms applicable to each promotion, without further notice to you.
- .3 Credit Check. Customer authorizes Frontier to conduct a credit search which Frontier will use to determine the credit worthiness of the Customer. Frontier may terminate any or all Services for non-payment or if, in the sole opinion of Frontier, Customer's financial condition is deemed unacceptable. Frontier's additional credit measures will be in accordance with Frontier's existing policies that are subject to change without notice to the Customer.
- .4 Service Use. Frontier shall not be liable for any damages, including charges for Services that Customer may incur as a result of the use or misuse of the Services by Customer's family, guests, employees, third parties, or the public. Customer shall remain responsible for such charges. Frontier reserves the right to discontinue or deny Service because of misuse or fraudulent use of the Services.
- .5 Indemnification. Customer agrees to defend, indemnify and hold Frontier, our employees, affiliates and agents, harmless from any and all losses, claims, demands, damages, expenses (including reasonable attorneys' fees), or any liability whatsoever, arising from any use of the Services by you or any person you permit to use the Services, including without limitation, liability resulting from the content of communication such as defamation, fraud or invasion of privacy, any combination of the Services with other products or services not provided by Frontier, any modification of the Services or any infringement of intellectual property.
- .6 Warranty Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PRODUCT GUIDE OR OTHER WRITTEN AGREEMENT WITH FRONTIER, FRONTIER DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WE KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NON-INFRINGEMENT. YOU AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FRONTIER DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.
- .7 Limitation of Liability
  - .7.1 EXCEPT FOR DAMAGES RESULTING FROM THE UNAUTHORIZED OR ILLEGAL USE OF THE SERVICES BY YOU OR YOUR FAMILY, GUESTS OR EMPLOYEES, NEITHER PARTY (NOR ITS SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- .7.2 FRONTIER'S LIABILITY TO YOU FOR ANY OTHER DAMAGES DUE TO FAILURES OR DISRUPTIONS IN THE SERVICES ARISING FROM OUR NEGLIGENCE OR BREACH OF OUR OBLIGATIONS UNDER THE PRODUCT GUIDE SHALL BE LIMITED TO THE CHARGES FOR THE SERVICES AFFECTED BY THE FAILURE FOR THE PERIOD OF SUCH FAILURE. THIS LIABILITY SHALL BE IN ADDITION TO ANY AMOUNTS THAT MAY OTHERWISE BE DUE YOU UNDER THE TERMS OF THE PRODUCT GUIDE AS AN ALLOWANCE FOR INTERRUPTIONS. THIS SHALL BE YOUR EXCLUSIVE REMEDY FOR SUCH FAILURES OR DISRUPTIONS.
- .7.3 IN THE EVENT THE DISCLAIMER OF CERTAIN WARRANTIES, THE LIMITATION OF LIABILITY OR THE EXCLUSION OF CERTAIN DAMAGES OR ANY PORTIONS THEREOF, ARE UNENFORCEABLE FOR ANY REASON, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- .8 Termination of Services. Frontier may discontinue or limit use of the Services by a Customer without liability and without notice, for the following reasons: a) The Services are being used in violation of any applicable law or regulation; b) The Services are being used in an unauthorized or fraudulent manner; c) The use of the Services adversely affects Frontier's equipment or its service to others; d) Such action is necessary to meet the exigencies of an emergency. Frontier may discontinue the Services without liability and with notice as required by law if a) Customer fails to pay undisputed charges for Services provided; b) Customer fails to perform any other material obligation or violates any material term or condition of this Product Guide, and such failure or violation is not cured within thirty (30) calendar days following notice by Frontier; or c) Frontier has other good cause to terminate service. Termination of the Services, for any cause, shall not release Customer from any liability which at the time of termination had already accrued to Customer or which thereafter accrues for any act or omission occurring prior to the termination or from an obligation which, by its nature, survives termination.
- .9 Performance Excused. Frontier's performance shall be excused if said performance is delayed or prevented due to events known as force majeure, acts of any third party, or any cause(s) beyond our reasonable control, including, but not limited to, fire, vandalism, floods, storms, natural disasters, cut cable, terrorism, power failures or labor difficulties.
- .10 Customer Responsibilities. You agree to provide us with the access and support required to allow us to implement, maintain and provide the Services. You shall ensure that the facilities or equipment provided by you are properly interconnected with the Services, facilities and equipment provided by Frontier. Frontier shall not be liable for any damages or losses caused by the failure of equipment, inside wire or other facilities provided by you or a third party and you shall be liable if such facilities cause damage to Frontier, our customers, and/or our providers. You are solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of Services and Frontier shall have no liability therefore.
- .11 Miscellaneous.
- .11.1 The Product Guide, including these general terms and conditions, constitutes the entire agreement of the parties with respect to the Services and takes the place of all prior agreements, negotiations, and representations, whether written or oral, concerning the Services. Frontier may revise the terms and conditions of this Product Guide. We may decrease prices without prior notice. Increases to the prices or material changes to the Product Guide shall be effective no sooner than thirty (30) days after notice is provided in a bill insert, as a message printed on your bill, in a separate mailing, by Email, or by any other reasonable method at our discretion. If you do not agree to the revision(s), you must terminate your Service(s) immediately, subject to the termination provisions of the Product Guide. By continuing to use the Service(s) after revisions are in effect, you are accepting and agreeing to all revisions.

- .11.2 Either party's failure to enforce any of the provisions of the Product Guide or to exercise any right or option is not a waiver of any such provision, right, or option, and shall not affect the validity of the Product Guide. Any waiver must be written and signed by the Parties. The invalidity or unenforceability of any part of the Product Guide will not affect the other parts thereof, and the remaining terms and conditions of the Product Guide shall continue to apply as necessary to reflect the original intention of the parties.
- .11.3 Customer shall not transfer, assign or resell the Services without the prior written consent of Frontier. Frontier may freely assign or transfer all or part of our rights under the Product Guide without notice.
- .11.4 This Product Guide shall not provide any third party with a remedy, claim or right of reimbursement.
- .11.5 Services are offered in locations where made available by Frontier in its sole discretion.
- .11.6 No waiver of any breach of this Product Guide will be deemed a waiver of any future breach.