

# Terms of Services

Revision date: 5/4/2009

All services provided by Frontier Internet, LLC ("Frontier Internet, LLC") may be used for lawful purposes only. Transmission, storage or presentation of any information, data or material in violation of any United States federal, state or city law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secret and other statute. The subscriber agrees to indemnify and hold harmless Frontier Internet, LLC from any claims resulting from the use of service which damages the subscriber or any other party.

Prohibited are sites that promote any illegal activity or present content that may be damaging to Frontier Internet, LLC' servers, or any other server on the Internet. Links to such materials are also prohibited.

## **Examples of unacceptable content or links:**

pirated software  
hacker programs or archives  
Warez sites

NOTICE: IF YOUR ACCOUNT IS FOUND TO CONTAIN ILLEGAL ACTIVITY, ILLEGAL MP3 FILES, PIRATED SOFTWARE, HACKER PROGRAMS, WAREZ PROGRAMS, OR ANY OTHER ILLEGAL FILES, YOUR ACCOUNT WILL BE TERMINATED IMMEDIATELY, WITHOUT NOTICE, AND A \$50.00 CANCELLATION FEE WILL APPLY. ADDITIONALLY, FRONTIER INTERNET, LLC WILL NOTIFY THE PROPER AUTHORITIES OF YOUR ACTIONS.

## **IRC**

We currently do not allow IRC or IRC bots to be operated on our servers.

## **Server Abuse**

Any attempt to undermine or cause harm to a server or customer of Frontier Internet, LLC is strictly prohibited. As our customer you are responsible for all your accounts. Should you violate the Terms of Services outlined within, your account will be cancelled without chance of refund.

## **Refusal of Service**

We reserve the right to refuse, cancel or suspend service, at our sole discretion.

All sub-networks, distributive hosting sites and dedicated servers of Frontier Internet, LLC must adhere to the above policies, with the exception of system resources in respect to dedicated servers.

## **Billing**

By the Account Activation Date of each month, Frontier Internet, LLC shall either:

(1) debit the client's credit card (when such information has been provided by the client); or

(2) deliver, by e-mail or regular mail, an invoice/statement in accordance with the applicable Service Fees for services rendered for the current month. When an invoice is delivered to the client, payment shall be remitted to Frontier Internet, LLC by no later than the specified payment due date. Frontier Internet, LLC shall be entitled to immediately terminate this agreement for client's failure to make timely payments. All credit cards are billed automatically if set to CC autobill. It is the client's responsibility to ensure that they have sufficient credit to cover this transaction. In the event that there is insufficient credit, we will send an e-mail notification, at which point we will need to be provided with another credit card account number within 2 business days. If we do not receive a response within 2 business days, the account, and all accounts under that account plan, will be suspended.

## **Service Fees**

Certain services carry a setup fee charged by Frontier Internet, LLC to client, which must be paid by client in order to have use of said services. If client terminates this agreement, client shall be responsible for any and all outstanding fees owed to Frontier Internet, LLC and agrees to pay any and all fees incurred by client. Because the services are provided on a monthly basis, the client will be responsible for service fees incurred each month, regardless of when client provides notice of termination. Thus, for example, if the client provides notice of termination on the 15th day of a particular month, the client will be responsible for service fees for the entire month, and such fees will not be pro-rated or refunded.

## **Money back guarantee & refund policy**

We do not generally refund cancelled service agreements. For example, if your service agreement is quarterly and you request a refund after two months, no refunds will be admitted. No refunds are issued for setup charges, add-on charges, domain-registrations, add-on purchases, SSL certificates or overage charges. In case of AUP violations, any and all refunds are forfeit.

## **Cancellation Refunds**

We DO NOT refund partial monthly fees to accounts.

## **Refusal of Service**

We reserve the right to refuse, cancel or suspend service, at our sole discretion.

### **Limitation of Liability**

Frontier Internet, LLC shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from Frontier Internet, LLC ' servers going off-line or being unavailable for any reason whatsoever. Furthermore, Frontier Internet, LLC shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of Frontier Internet, LLC ' servers. All damages shall be limited to the immediate termination of service.

### **Violations**

Violations of these Acceptable Use Policies should be referred to [admin@frontierbroadband.com](mailto:admin@frontierbroadband.com). All complaints will be investigated promptly. Failure to follow any term or condition will be grounds for immediate account deactivation.

### **Disclaimer**

Frontier Internet, LLC cannot be held liable for system down time, crashes or data loss. We cannot be held liable for any predicated estimate of profits which a client would have gained if their site was functioning. Certain services provided by Frontier Internet, LLC are resold. Thus, certain equipment, routing, software and programming used by Frontier Internet, LLC are not directly owned or written by Frontier Internet, LLC. Moreover, Frontier Internet, LLC holds no responsibility for the use of our clients' accounts. Failure to comply with any terms or conditions will result in the automatic deactivation of the account in question. We reserve the right to remove any account, without advance notice for any reason without restitution, as Frontier Internet, LLC sees fit.

### **Account Activation**

By activating your account and signing the Customer Service Agreement with Frontier Internet, LLC, you agree to the above policies and disclaimer. Upon requesting activation of an account, you are required to accept these policies, guidelines and disclaimer, and a copy of your acceptance is forwarded along with your activation request to be maintained with your account information.

**NOTICE:** If you sign up for an account and fail to comply with these terms, no refunds will be given. We will, however, advise you by e-mail or phone prior to taking any action to provide you with an opportunity to correct the problem.

### **Server Uptime Guarantee**

Although Frontier Internet, LLC has an excellent record for reliability, we do not offer an uptime guarantee. However, our network and servers are monitored continuously, and are rarely down except for scheduled maintenance and hardware and software upgrades.

Frontier Internet, LLC reserves the right to amend any or all of the above policies, guidelines and disclaimer without notification. We also retain the right to increase any pricing and make changes to our account plans without notification.

## **Privacy**

Revision date: 5/4/2009

Frontier Internet, LLC has created this privacy statement in order to demonstrate our firm commitment to privacy. The following discloses the information gathering and dissemination practices for this Web site.

### **Information Automatically Logged**

We use your IP address to help diagnose problems with our server and to administer our Web site. We use this information for no other reason.

### **Order Forms**

Our site uses an order form for customers to request services. We collect sensitive information which is used only for our purpose, no third party receives any type of information from us.

Contact information from the order forms is used to get in touch with the customer when necessary.

Billing information that is collected is used to bill the user for services.

Unique identifiers are collected from Web site visitors to verify the user's identity.

Demographic and profile data is also collected at our site.

We use this data to tailor our visitor's experience at our site showing them content that we think they might be interested in, and displaying the content according to their preferences.

### **Security**

This site has security measures in place to protect the loss, misuse, and alteration of the information under our control.

### **Third Parties**

Information collected on this site is strictly for our use, NO OTHER OUTSIDE PERSONS MAY VIEW YOUR PERSONAL INFORMATION SUCH AS BILLING INFORMATION, ETC.

## Contacting the Web Site

If you have any questions about this privacy statement, the practices of this site, or your dealings with this Web site, you can contact:

admin@frontierbroadband.com

## Acceptable Use Policy

Revision date: 5/4/2009

As a provider of web site hosting and other Internet-related services, Frontier Internet, LLC offers its customer (also known as "Subscribers") and their customers and users the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. Frontier Internet, LLC respects that the Internet provides a forum for free and open discussion and dissemination of information. However, when there are competing interests at issue, Frontier Internet, LLC reserves the right to take certain preventive or corrective actions. In order to protect these competing interests, Frontier Internet, LLC has developed an **Acceptable Use Policy ("AUP")**, which supplements and explains certain terms of each customer's respective service agreement, and is intended as a guide to the customer's rights and obligations when using Frontier Internet, LLC' services. This AUP will be revised from time to time.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use it, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that Frontier Internet, LLC cannot monitor, verify, warrant or vouch for the accuracy and quality of the information they acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet may be sexually explicit or otherwise offensive. Because Frontier Internet, LLC cannot monitor or censor the Internet, and will not attempt to do so, Frontier Internet, LLC cannot accept any responsibility for injury to its subscribers resulting from inaccurate, unsuitable, offensive or illegal Internet communications.

When subscribers disseminate information from the Internet, they must keep in mind that Frontier Internet, LLC does not review, edit, censor or take responsibility for any information its subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information created is carried over Frontier Internet, LLC' network and may reach a large number of people, including both subscribers

and non-subscribers of Frontier Internet, LLC, subscribers' postings to the Internet may affect other subscribers and may affect Frontier Internet, LLC' goodwill, business, reputation or operations. For these reasons, subscribers violate Frontier Internet, LLC policy and the Service Agreement when they, their customers, affiliates or subsidiaries engage in the following prohibited activities:

**Spamming:**

Sending unsolicited bulk and/or commercial information over the Internet. It is not only harmful because of its negative impact on consumer attitudes toward Frontier Internet, LLC, but also because it can overload Frontier Internet, LLC' network and disrupt service to Frontier Internet, LLC' subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, Frontier Internet, LLC will investigate and shutdown the account that is SPAMing. Furthermore Frontier Internet, LLC reserves the right to prosecute for this violation.

**Adult-Oriented Content:**

Frontier Internet, LLC does not allow adult content hosted on our servers and will suspend/terminate any offending account.

**Large File Policy:**

Frontier Internet, LLC is not for file hosting and distribution - as such, customers may not host any files larger than 50MB in size that are observed to be available for the sole purpose of download. Such files include but are not limited to .ISO, audio/video files, .EXE files. If you are unsure whether your file is against this policy, please e-mail [admin@frontierbroadband.com](mailto:admin@frontierbroadband.com).

**Obscene Speech or Materials:**

Using Frontier Internet, LLC' network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material is prohibited. Frontier Internet, LLC is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through its network.

**Defamatory or Abusive Language:**

Using Frontier Internet, LLC' network as a means to transmit or post negative, defamatory, harassing, abusive or threatening language.

**Forging of Headers:**

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

**Illegal or Unauthorized Access to Other Computers or Networks:**

Accessing, illegally or without authorization, computers, accounts or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that may be used as a precursor to an attempted system

penetration (i.e., port scan, stealth scan or other information-gathering activity).

**Distribution of Internet Viruses, Worms, Trojan Horses or Other Destructive Activities:**

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail bombing or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service or equipment.

**Facilitation a Violation of this AUP:**

Advertising, transmitting or otherwise making available any software, program, product or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks and piracy of software.

**Export Control Violations:**

Exporting encryption software over the Internet or otherwise, to points outside the United States.

**Other Illegal Activities:**

Engaging in activities that are determined to be illegal, including, but not limited to, advertising, transmitting or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards and pirating software.

**Other Activities:**

Engaging in activities, whether lawful or unlawful, that Frontier Internet, LLC determines to be harmful to its subscribers, operations, reputation, goodwill or customer relations.

As we have pointed out, the responsibility for avoiding harmful activities just described rests primarily with the subscriber. Frontier Internet, LLC will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with Frontier Internet, LLC's policy or applicable law. However, when Frontier Internet, LLC becomes aware of harmful activities, it may take any action to stop the harmful activity, including, but not limited to, removal of information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or any other action deemed appropriate by Frontier Internet, LLC.

Frontier Internet, LLC will not intentionally monitor private electronic mail messages sent or received by its subscribers, unless required to do so by law, governmental authority or when public safety is at stake. Frontier Internet, LLC may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Frontier Internet, LLC may

disclose information, including, but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation or governmental request. Frontier Internet, LLC assumes no obligation to inform the subscriber that subscriber information has been provided and, in some cases, may be prohibited by law from giving such notice. Finally, Frontier Internet, LLC may disclose subscriber information or information transmitted over its network where necessary to protect Frontier Internet, LLC and others from harm, or where such disclosure is necessary to the proper operation of the system. However, Frontier Internet, LLC will never sell information to other services or outside companies.

Frontier Internet, LLC expects that its subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of online communications. A subscriber's failure to comply with those laws will violate Frontier Internet, LLC policy. Finally, Frontier Internet, LLC wishes to emphasize that, in signing the Service Agreement, subscribers indemnify Frontier Internet, LLC for any violation of the Service Agreement, law or Frontier Internet, LLC policy resulting in loss to Frontier Internet, LLC or the bringing of any claim against Frontier Internet, LLC by any third party. This means that, if Frontier Internet, LLC is sued because of a subscriber's or customer of a subscriber's activity, the subscriber will be responsible for payment of any damages awarded against Frontier Internet, LLC, plus costs and reasonable attorney's fees.

We hope this AUP is helpful in clarifying the obligations of Internet users, including Frontier Internet, LLC and its subscribers, as responsible members of the Internet. Any complaints about a subscriber's violation of this AUP should be sent to [admin@frontierbroadband.com](mailto:admin@frontierbroadband.com).