

TERMS AND CONDITIONS FOR WIRELESS SERVICE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

This is an agreement ("Agreement") for wireless telecommunications services and related services and/or features ("Service") between you and GCI for Service in the area associated with your assigned telephone and/or data and/or messaging number(s) ("Number"). The term "Phone" means the wireless receiving and transmitting equipment that we have authorized to be programmed with the Number and any accessories. If you use the Service or the Phone or if you pay any amount billed to your account, you consent to the terms and conditions set forth in this Agreement. If you do not agree with these terms and conditions, do not use the Service or Phone and notify us immediately to cancel Service.

1. SERVICE

- a. **TERM; EARLY CANCELLATION FEE.** The term of this Agreement for each Number depends on the selected Rate Plan, services, features or promotions shown on the front side of this Agreement ("Rate Plan"). The term of this Agreement for each Number begins on the date we activate Service for that Number and ends upon the expiration date ("Service Commitment"). If you select a Rate Plan, which requires a Service Commitment of more than one month (such as a one year Rate Plan), you agree to purchase service for the full term of the Service Commitment. After the fixed term expires, or if you are not on a fixed term (such as a "monthly" Rate Plan), this Agreement will continue until terminated by either party upon 30 days' advance written notice. If you terminate after your activation date, but before the end of your Service Commitment or we terminate following your default, including if you port the Number to another carrier during the Service Commitment, you will be in material breach of this Agreement. You agree our damages will be difficult or impossible to determine and agree to pay us, as a reasonable estimate of our damages and in addition to all other amounts owing, a Cancellation Fee of \$20.00 per month that will be charged for each month (or any part of a month) remaining on the Expiration Date, including by porting the Number to another carrier. This fee will be in addition to all other amounts due for service or equipment. In-plan minutes and the Monthly Service Fee will be prorated for the number of days actually on service for the first month. The first month's bill also will include a Monthly Service Fee for the following month (when applicable.) 30 days' advanced written notice for cancellation of service to the address provided is necessary. Roaming charges are billed based upon the rates charged by the service area system providing such service. All pricing structures and fees, rate plan categories, and special features are subject to change by us. If at the time the Service is initiated we are unable to honor a request to port a telephone number into our service from another carrier, you may request that we assign you a different telephone number, or you may choose to terminate this Agreement without incurring a Cancellation Fee. If you choose to terminate this Agreement because of a failure of a number port, you agree to pay for any service or equipment used prior to the termination. Any termination charges shall not apply to a loss of eligibility for Lifeline customers.
- b. **RATES.** Your Service rates and other charges and conditions for each Number or Phone are described in your Rate Plan. If you lose your eligibility for a particular Rate Plan, we may change your Rate Plan upon prior notice to you. If you misrepresent your eligibility for any Rate Plan, you agree to pay us the additional amount you would have been charged under the most favorable Rate Plan for which you are eligible. If you select a Rate Plan with included airtime, unused included airtime from one billing cycle will **not** carry over to any other billing cycle. We may also charge you for other reasonable taxes, charges, and cost recovery, including fees to port a telephone number into our Service from another carrier, or to port a telephone number out of our Service to another carrier.
- c. **USE OF SERVICE/PHONE/NUMBER** You agree not to use the Phone or Service for any unlawful or abusive purpose or in any way which damages our property or interferes with or disrupts our system or other users. You further agree that Service is primarily for your use and those living with you in your household only. You will comply with all laws while using the Service and you will not transmit any communication, which would violate any laws, court order, or regulation, or would likely harass the recipient. You are responsible for all content you transmit through your Phone. Resale of Service is prohibited without prior written contractual arrangements with us and any required regulatory approvals. You are responsible for ensuring that your Phone is compatible with our Service and meets federal standards. We reserve the right to refuse to permit equipment purchased or acquired from others to be used with our Service. You may not install any amplifiers, enhancers, repeaters or other devices which modify, disrupt or interfere in any way with the radio frequency licensed to us to provide Service. You have no ownership rights to the Number, any IP address or any e-mail address provisioned by us to be used with any wireless IP service, and you agree we may change any such Number, IP address or e-mail address at any time with or without prior notice to you. By using Service, you agree to abide by the terms and conditions of any applicable software license.
- d. **Off-net Usage:** If your minutes of use (including unlimited services) on other carrier networks ("off-net usage") during any 2 consecutive months exceeds your off-net usage allowance, GCI may, at its option, terminate your service, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for off-net usage. Your off-net usage allowance is 50% of the Anytime Minutes included with your plan. GCI will provide notice that it intends to take any of the above actions, and you may terminate this Agreement.
- e. **NUMBER PORTABILITY.** If you request that we port a telephone number from another carrier to use as the Number for the Service, you specifically authorize us to communicate and exchange information with your current carrier to validate and complete the port, and to port your telephone number. We will make every effort to honor your request to port a telephone number from another carrier into our Service. You acknowledge that our ability to do so may be restricted by a number of factors, including but not limited to the policies or actions of the other carrier, the rate center in which the telephone number is assigned, or other technical, regulatory, or contractual limitations. If you terminate the Service pursuant to this Agreement, we will make every effort to honor your request to port the Number to another carrier. We may refuse to honor a request to port the Number to another carrier if the other carrier is not able to provide us with adequate validation information for your account. You acknowledge that E-911 service will be impaired during the processing of the port, which may take several hours or up to several weeks.
- f. **FRAUDULENT, ILLEGAL, OR ABUSIVE ACTIVITY.** If your Phone is stolen or service is fraudulently used, you must immediately notify us and provide us with such documentation and information as we may request (including affidavits and police reports). Until you notify us, you will remain responsible for all such charges made to your account. We have the right to interrupt or restrict Service to your Number, without notice to you, if we suspect fraudulent illegal or abusive activity. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Failure to provide reasonable cooperation will result in your liability for all fraudulent usage.
- g. **PIN NUMBER.** Private Identification Number Waiver for Business Customers - The F.C.C. requires that customers set up and use a Private Identification Number ("PIN") when communicating with the Company to obtain certain information about, or to make certain changes to, its telephone account. Use of this PIN may be waived by the account owner or authorized account user, by contacting GCI Business Customer Service at 265-5454, or (800) 800-7754 (Toll Free), with proper authentication ("PIN Waiver"). The PIN Waiver will remain in effect until revoked by the account owner. Telephone Service is subject to the GCI privacy posted at http://www.gci.com/customer_care/privacy_rights.htm.

2. CHARGES/PAYMENTS/DEFAULT

- a. **CHARGES.** You are responsible for paying all charges to your account including, but not limited to: airtime, access, features, data usage, roaming, long distance, international roaming, international dialing, fees, charges, third party charges, directory and operator assistance charges, the price of Phones and accessories, shipping/handling fees, and any taxes, surcharges, fees, assessments, or recoveries reasonably determined by us to be imposed on you or us as a result of use of the Service or purchase of goods. If you activate Service on behalf of an entity but were unauthorized to do so, you will be personally responsible for all charges to the account and will be fully bound by this Agreement as though you had activated Service on your own behalf. We reserve the right to deliver some or all of your long distance calls to a long distance provider of our choice. For all incoming and outgoing Service, the length of the call will be measured during the time that you are connected to our system, which is approximately from the time you press "Send" or other key to

initiate or answer a call until approximately the time you press "End" or other key to terminate the call. Airtime usage on each call is billed in full minute increments, with partial minutes of use rounded up to the next full minute. If an incoming call has been forwarded to another phone number, you will be charged for the entire time that our system handles the call. For calls made from or received in your local area (as defined in your Rate Plan), you will not be charged for busy or unconnected calls if you press "End" or "No" within a reasonable time. If your Phone is used for Short Messaging Service, you will be charged for messages as described on your Rate Plan.

- b. **BILLING AND PAYMENT.** We will provide your bill in a format we choose, which may change from time to time. Payment of all charges is due upon receipt of invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and proration. Airtime usage may be billed in a subsequent month due to delayed reporting between carriers; this usage will be charged as if used in the month billed. If you have authorized payment by credit card or ACH (Automatic Clearing House), no additional notice or consent will be required for billings to that credit card or account.
 - c. **LATE PAYMENTS/DISPUTES.** Time is of the essence for payment. Therefore, you agree to pay us a monthly late payment fee for amounts unpaid. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any of our rights to collect the full amount due under this Agreement. We will assess an additional fee of up to the maximum amount allowed by law, for any check returned for nonpayment. All amounts due, including disputed amounts, must be paid by the due date regardless of the status of any objection. All communications concerning disputed amounts owed, including any instrument tendered as full satisfaction of the amounts owed, must be (i) in writing, (ii) marked "Billing Dispute" on the outside of the envelope, (iii) sent to our address on the front of the Agreement, and (iv) received by us within 30 days after receipt of the invoice. If any of these requirements is not met, you will waive any objection.
 - d. **DEFAULT/TERMINATION.** If you fail to pay any amount owed to us or an affiliate of ours within 20 days after the date of the invoice, or if you have amounts still owing to us or an affiliate of ours from a prior account or if you breach any representation to us or fail to perform any of the promises you made in this Agreement, or for unlimited calling plans, excessive, non-incident use of the phone by parties other than you, or if you have excessive roaming or if you use Lifeline Service principally in a calling area different from the calling area of your physical household address, or if you are subject to any proceeding under the Bankruptcy Act or similar laws, you will be in default and we may, without notice to you, suspend Service and/or terminate this Agreement in addition to all other remedies available to us. We may require reactivation charges to renew Service after termination or suspension. Upon termination, you are responsible for paying all amounts and charges owing under this Agreement, including actual any applicable Cancellation Fee. You agree to pay all costs including reasonable attorneys' fees, collection fees, and court costs we incur in enforcing this Agreement. For Lifeline customers, if you lose your program eligibility, we may suspend your Service and/or terminate this Agreement upon 60 days' advance written notice to you.
 - e. **DEPOSITS/SERVICE LIMITS/CREDIT REPORTS/RETURN OF BALANCES.** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information about you, and you consent to our rechecking and reporting personal and/or business payment and credit history. If you believe that we have reported inaccurate information about your account to a consumer-reporting agency, you may send a written notice describing the specific inaccuracy to the address set forth on the front of this Agreement. We may require a deposit and a reactivation fee or set a service limit to establish, maintain or reactivate Service. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your bill or delay payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We may require you to increase your deposit at any time to reflect your estimated monthly charges based on actual usage or our reevaluation of your ability to pay. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you breach this Agreement or it is terminated, we may, without notice to you, apply any deposit towards payment of any charges due to us. After approximately 90 days following termination of this Agreement any remaining deposit or other credit balance in excess of \$10 will be returned without interest to you at your last known address. You agree any amounts under \$10 or amounts, which are undeliverable, will be debited to cover the extra costs of closing your account.
 - f. **ACCOUNT INFORMATION.** Any authorized agent or person so designated on the front of this Agreement (as changed by you from time to time in writing) or any person authorized by you in writing may receive information about and make changes to your account. If you are receiving Service on a Rate Plan through your employer, you authorize us to share your account information with your employer.
 - g. **CPNI CONSENT.** Under federal law, you have a right, and we have a duty, to protect the confidentiality of information about the amount, type and destination of your wireless service usage ("CPNI"). You consent to us sharing your CPNI with us, our affiliates and contractors, to develop or bring to your attention any products and services. You also consent to us sharing your CPNI with other carriers to validate and/or accomplish any request for number portability into or out of our Service. This consent survives the termination of your Service and is valid until you remove it. To remove this consent at any time, notify us in writing at the address set forth on the front of this Agreement, providing your (1) name, (2) home address, (3) home telephone number including area code, (4) Number including area code, (5) Service billing address, and (6) service account number. Removing consent will not affect your current Service or the provisions of paragraph 2.f., above.
3. **CHANGES TO THIS AGREEMENT WE MAY AMEND THE TERMS OF THIS AGREEMENT, INCLUDING THE RATE PLAN UPON 30 DAYS' ADVANCE NOTICE TO YOU AT THE MAILING ADDRESS.** If you do not agree to the amendment you may terminate the Agreement by giving us written notice within 20 days of the date we notify you, and you will not be charged any Cancellation Fee. If you use the Service for more than 20 days after we notify you of a change, you agree to that change. Any change will take effect by your next billing cycle. If we allow you to suspend your account for a temporary period, we may extend the term of your Agreement by the length of the temporary suspension.
 4. **LIMITATIONS.** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations contained in this section may not apply to you.
 5. **LIMITATION OF LIABILITY.** WE MAY AMEND THE TERMS OF THIS AGREEMENT, INCLUDING THE RATE PLAN UPON 30 DAYS' ADVANCE NOTICE TO YOU AT THE MAILING ADDRESS. If you do not agree to the amendment you may terminate the Agreement by giving us written notice within 20 days of the date we notify you, and you will not be charged any Cancellation Fee. If you use the Service for more than 20 days after we notify you of a change, you agree to that change. Any change will take effect by your next billing cycle. If we allow you to suspend your account for a temporary period, we may extend the term of your Agreement by the length of the temporary suspension.
 6. **INDEMNIFICATION.** You agree to defend, indemnify and hold us, our affiliates and agents and any other service provider, harmless from claims or damages relating to this Agreement or your promises or statements made in it and use of the Phone or Service unless due to our sole and/or gross negligence. You also agree to pay our actual reasonable attorneys' and expert witness fees and costs incurred in enforcing this Agreement through appeal except as provided in paragraph 5, below. Use of your Phone while operating a motor vehicle may be prohibited or restricted by law in some areas. It is your responsibility to conform to all such laws or regulations and you shall indemnify us from claims arising from any such unlawful use. This paragraph shall survive termination of this Agreement.
 7. **NO WARRANTIES.** We make no express warranty regarding the Service or the Phone and disclaim any implied warranty, including warranty of merchantability or fitness for a particular purpose. We do not authorize anyone to make any warranty on our behalf and you should not rely on any such statement. We are not the manufacturer of the Phone and any statement regarding it should not be interpreted as a warranty. This paragraph shall survive termination of this Agreement.
 8. **MISCELLANEOUS.**
 - a. **PRIVACY.** We are not liable for any lack of privacy, which may be experienced with regard to the Service. You authorize our monitoring and recording of calls to us concerning your account or the Service and consent to our use of automatic dialing equipment to contact you. We have the right to intercept and disclose any transmissions over our facilities in order to protect our rights or property.
 - b. **ASSIGNMENT.** We may assign all or part of this Agreement without such assignment being considered a change to the Agreement and without notice to you. We are then released from all liability. You may not assign this Agreement without our prior written consent.
 - c. **NOTICES.** Written notices to you shall be effective and deemed received 3 days following the date deposited in the U.S. Mail addressed to your address as kept in our files or immediately upon delivery using an electronic means such as e-mail or short messaging service. You are responsible for notifying us of any changes in your address. Written notice to us shall be effective when directed to our Customer Service mail address shown on your monthly bill and received by us. Oral notices shall be deemed effective on the date reflected in our records.
 - d. **ENTIRE AGREEMENT.** These Terms and Conditions and the provisions on the front side of this Agreement, together with any other documents

directly or indirectly made a part of these Terms and Conditions, represent the entire agreement between you and us, which may only be amended as described in this Agreement. This Agreement supersedes any inconsistent or additional promises made to you by any of our representatives, agents or dealers. If any part of this Agreement is found invalid, the balance of the Agreement remains enforceable.

- e. **GOVERNING LAWS.** This Agreement is subject to applicable federal laws, and the laws of the state associated with the Number. If there is any inconsistency between this Agreement and those regulations, this Agreement shall be deemed amended as necessary to conform to such regulations.
- f. **OTHER SERVICES.** You may have received special promotions or discounts on other services offered by us in connection with the purchase of certain wireless services. These promotions or discounts may terminate upon termination of this Agreement or earlier.
- g. **CAPACITY.** You certify that you are legally competent to enter into this Agreement, that you are over 18 years old, and that you are not aware of any disability that would prevent you from entering into this Agreement.
- h. **WIRELESS DATA ADDITIONAL TERMS (Xtreme Mobility).** In addition to the terms of service posted on line at http://portal.gci.net/terms_of_service, the following terms of service apply: wireless data plans may be used for accessing the Internet for such uses as: (i) Internet browsing; (ii) e-mail; (iii) intranet access (including accessing corporate intranets, e-mail and productivity applications made available by your company); (iv) downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP). The service restricts usage of excessive bandwidth applications such as (but not limited to) Peer-to-Peer programs. By way of example only, you may not use a mobile wireless plan for web broadcasting, or for the operation of servers, telemetry devices, shared router services and/or Supervisory Control and Data Acquisition devices. We reserve the right to immediately suspend, restrict, or cancel your wireless data service without any prior notice if your account is found to use these services in this manner. The service is intended to be used primarily on our wireless network and only occasionally on roaming partner networks. Accounts that incur 50% or more of their billing cycle usage on roaming partner networks may be subject to cancellation of service. Unless otherwise specified with the service plan, all accounts will have a 5 Gigabyte usage allowance per month/billing cycle. Accounts that exceed that amount during a billing cycle may be subject to excessive usage charges at a rate of \$.10 per MB for usage on our network and \$1.00 per MB for usage on roaming partner networks. In addition, we reserve the right to take actions which include, but are not limited to, rate limiting connection speeds and/or suspending or terminating service in the event that excessive usage charges are incurred. While we may make systems available to customers that allow for review of current usage, we have no obligation to provide such systems and you understand they are provided for convenience sake only.

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