

CANCELLATION FOR CAUSE BY GCI

A. Non-payment - Denial and Restoral of Service - Monthly bills shall be considered past due if they are not paid within thirty (30) days of rendering. If payment is not received within forty-five (45) days from the initial bill rendering, a written notice, bringing the matter to the attention of the customer, will be sent to the customer by the Company. If payment is not received within sixty (60) days from the initial bill rendering, the customer may be disconnected. The Company will attempt to make personal contact by telephone prior to disconnection. A Non-Sufficient Funds check is considered evidence of nonpayment.

The cutoff dates are illustrated as follows:

- 1) A customer receives a bill with an invoice dated June 10.
- 2) The customer receives another bill dated July 10. At this point, the bill is 30 days past due.
- 3) The customer receives written disconnect notice dated July 25.
- 4) The customer may be disconnected on August 10, if payment is not received.

B. Customer Abuse or Fraudulent Use - The Company may, by at least 5 day's written notice to the customer, without incurring any liability, forthwith deny or disconnect service because of customer abuse or fraudulent use of service. In case of emergency where the public interest requires immediate action or pursuant to governmental requirements, service may be disconnected without notice. Abuse or fraudulent use of service includes without specific limitation, the following:

- The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for service;
- The obtaining, attempting to obtain, or assisting another to obtain or to attempt to obtain, telephone service by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means whatsoever, with intent to avoid the payment in whole or in part, of the regular charge for such service;
- The use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another;
- The use of profane or obscene language;
- The use of the service or facilities of the Company in such a manner as to interfere unreasonably with the use of the service by one or more other customers;
- The excessive increase in volume as determined by the Company; and
- The impersonation of another with fraudulent intent.

EFFECTIVE: February 23, 1993