



2550 Denali Street Suite 1000
Anchorage, AK 99503

TERMS AND CONDITIONS FOR WIRELESS SERVICE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

This is an agreement ("Agreement") between you and GCI for wireless telecommunications services and related services and/or features ("Service") in the area associated with your assigned telephone and/or data and/or messaging number(s) ("Number"). The Agreement includes and incorporates the provisions below, GCI's Acceptable Use Policy (available at <http://www.gci.com/about/terms-and-conditions/acceptable-use-policy>), GCI's Privacy Policy (available at <http://www.gci.com/privacy-policy>), GCI's Fair Use Policy (available at <http://www.gci.com/internet/data-usage/fair-use-policy>), and the provisions of the Wireless Customer Contract and the 14 - Day Trial Period Policy for New Wireless Service, if applicable. 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 TERMINATION FEE.

- i. **Term.** The Term of this Agreement for each Number depends on the selected rate plan, services, features, or promotions ("Rate Plan") as shown in your Wireless Customer Contract ("Service Agreement"). Your Service Agreement may require you to maintain voice and/or data service for a specified length of time ("Service Commitment"). If your Service Agreement requires a Service Commitment of more than one month (such as a two-year Service Agreement), you agree to purchase service for the full term of the Service Commitment. After the Service Commitment expires, or if your Service Agreement does not contain a Service Commitment (such as a "monthly" plan), this Agreement will continue until terminated by either party.
- ii. **Early Termination Fee.** If you terminate Service before the end of your Service Commitment, including by porting the Number to another Carrier, or if we terminate your service before the end of your Service Commitment for good cause under Paragraph 2.d, 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, an Early Termination Fee of \$20.00 per month for each month (or any part of a month) remaining before the end of your Service Commitment. This fee will be in addition to all other amounts due for service or equipment. 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 an Early Termination Fee pursuant to the terms of the 14 - Day Trial Period Policy for New Wireless Service. Any termination charges shall not apply to a loss of eligibility for Lifeline customers. Please note that if you entered into a separate agreement with GCI that imposes a requirement for maintaining voice and/or data service with GCI for a certain length of time, there may be charges associated with termination of service before the end of that period. Please refer to that agreement for more information.

- b. **RATES.** Your Service rates and other charges and conditions for each Number or Phone are described in your Service Agreement. 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. 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). 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.

- 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 the Service is primarily for your use and the use of 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.** The Service is intended to be used primarily on our wireless network and only occasionally on roaming partner networks. If your use of voice or data service (including unlimited services) on other carrier networks ("Off-Net Usage") exceeds your Off-Net Usage allowance during any two consecutive months, 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 for voice is the lesser of 1,000 minutes, 50% of the Anytime Minutes included with your plan, or 90% of the total number of minutes you use in a given month. Your Off-Net Usage allowance for data is the lesser of 1GB, 50% of the wireless data usage included with your plan, or 90% of your total data usage in a given month. In addition, GCI may, at its option, terminate your Service, or deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for Off-Net Usage if you no longer reside within the state of Alaska or if you have not

used the Service on GCI's network during any two consecutive months. GCI will notify you if and when it intends to take any of the above actions. Note that roaming is not available in all areas or for all services, and the areas where and the services for which roaming is available may change from time to time without notice.

- 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. If we receive a request from your new service provider to port your number, and we port it, we will treat it as notice from you to terminate our service. You will then be responsible for all fees and charges incurred on your device, and if applicable, any Early Termination Fees or charges for terminating service before the end of a set period under a separate agreement with GCI. You acknowledge that it may take several days from the time of your request for the port to be completed and your service with GCI to be terminated.
- 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.
- h. **NETWORK MANAGEMENT.** In order to maintain the best possible experience for all customers receiving Service, and to protect our network, GCI uses reasonable network management practices. Consistent with industry standards, if a certain portion of the network grows congested, we may use a variety of network management techniques to ensure that all customers have fair access to the network, consistent with the limits of technology. For example, we may give priority on our broadband network to voice traffic and other latency-sensitive applications over web traffic that is less sensitive to slight delays. We may also prioritize or deprioritize traffic based on such factors as signal quality, how long the traffic has been in the queue, the number of users contending for system resources, the order in which traffic was received, and other factors. These practices are intended to ensure adequate or better performance for the applications used by our customers and to improve the overall performance of our networks. Customers whose Internet traffic is de-prioritized may experience longer than normal times to download or upload files, somewhat slower Web browsing, or delays in online gaming. The network management we employ generally are dynamic and based on prevailing network conditions and very recent data usage of the individual account. With the exception of ensuring network security and integrity, and addressing traffic unwanted by our users (such as viruses, spam, etc.), we do not prohibit the use of, block access to, or block traffic from any services or applications even when we use network management techniques. Locations in GCI's statewide network that are served in part via satellite do not allow for the types of real-time congestion management described above. Aggregated, non-customer-specific network traffic data is stored and used specifically for network management and growth planning purposes by GCI.
- i. **USE OF WIRELESS DATA.** 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). To ensure high quality and affordable Internet access for all GCI Wireless subscribers, some GCI products include specific amounts of data usage in the regular monthly Service charge. GCI reserves the right to change these amounts at any time. If the change results in a reduction of service, GCI will provide at least 30 days' notice. Any usage exceeding the included amount of usage will be invoiced and payable. You are responsible for all users who are allowed access to your Service and all utilization and excess traffic accessed through the Service. Unless otherwise specified in your Service Agreement, all accounts will have a 5 Gigabyte usage allowance per month/billing cycle. Accounts that exceed the applicable usage allowance amount during a billing cycle may be subject to excessive usage charges at the rate specified in the Service Agreement, or if no rate is specified, at the 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. GCI does not guarantee any particular mobile broadband speed or network performance. Many factors affect the speed and performance that customers experience, including but not limited to: the technical limitations and configuration of the device; the applications that are running on the device; proximity to a cell site; the capacity of the cell site; the technology used at the cell site; the number of users trying to access the cell site; the surrounding terrain; use inside a building or in a moving vehicle; radio frequency interference; and features of your data plan. While we may make technology available to customers that allows for review of current usage ("Usage Viewer Technology"), we have no obligation to provide such technology and you understand that it is provided for convenience only. The Usage Viewer Technology is a guide for estimating current usage. Be advised that real-time updates are not available as usage is consumed. Changes to your plan during the billing cycle may result in inconsistent usage reporting until a new billing cycle begins. There may be content available through the Internet that is illegal, violates third party property or other rights, or is offensive. GCI is not responsible for the content contained on the Internet or otherwise available through the Service. GCI is not liable for any claims, losses, actions, damages, suits, or proceedings arising out of, or otherwise relating to, such content. Websites visited or data received through the Service may contain viruses. It is your sole responsibility to take appropriate precautions to protect against damage to or destruction of hardware, software, files, and data. GCI may, but is not required to, suspend or terminate availability of the Service if a virus is found on any customer devices or in any communications sent or received through the Service.
- j. **TURBOZONE.** TurboZone provides GCI Wireless subscribers with wireless access to the Internet and related services and features via GCI high-speed wireless Internet access points. GCI offers TurboZone to existing GCI Wireless customers with qualified data plans. Use of TurboZone is subject to the TurboZone Terms & Conditions, which are available on our website at <http://www.gci.com/about/terms-and-conditions/turbozone-policies>.

2. CHARGES/PAYMENTS/DEFAULT

- a. **CHARGES.** You agree to pay all charges associated with the Service including, but not limited to: monthly service charges, 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 telephone 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 Service Agreement), 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 Service Agreement. Subject to notice requirements or other legal limitations, we reserve the right to change monthly recurring fees, usage fees, connection fees, and equipment fees, or to add new fees, at our discretion and at any time.
- 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 the Due Date printed on the 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 prorations. 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. If we do not receive payment in full by one month after the date of the invoice, we may charge you a late fee of \$2.00 and a monthly finance charge of 0.875% (maximum 10.5% yearly) on unpaid balances. The finance charge will continue to accrue during the entire period of delinquency, up to the annual maximum. 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 printed on the invoice 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 set forth in paragraph 8.c. below, 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.** GCI may, without notice, limit, suspend, or terminate your Service or any agreement with you for any good cause, including but not limited to: (1) if we do not receive payment in full by one month after the date of the invoice; (2) if you have amounts still owing to us or an affiliate of ours from a prior account; (3) if you breach any representation to us or fail to perform any of the promises you made in this Agreement, (4) for unlimited calling plans, if there is excessive, non-incident use of the Phone by parties other than you, (5) if you exceed your Off-Net Usage Allowance or any of the other restrictions described in paragraph 1.d above; (6) if you use Lifeline Service principally in a calling area different from the calling area of your physical household address, (7) if you are subject to any proceeding under the Bankruptcy Act or similar laws; (8) if you resell your Service; or (9) if you, any user of your device or any line of service on your account, or any account manager on your account threatens, harasses, or uses vulgar and/or inappropriate language toward our representatives. We may require reactivation charges to renew Service after termination or suspension. Upon termination under this provision, you are responsible for paying all amounts and charges owing under this Agreement, including any applicable Early Termination Fee. 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. **COLLECTIONS.** You expressly authorize GCI and its outside collection agencies or other agents to contact you in connection with any and all matters relating to unpaid past due charges. We may refer your past due account to a collection agency to collect any amounts past due. You agree that if we incur collection or other legal costs as a result of nonpayment, you will be liable for the total past due amount, any returned check fees, and the costs of collection. These costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees, and arbitration or legal costs upon judgment. THIS STATEMENT OF GCI'S RIGHTS TO PURSUE COLLECTIONS DOES NOT LIMIT OR MODIFY YOUR AGREEMENT TO RESOLVE ALL DISPUTES WITH GCI PURSUANT TO PARAGRAPH 7 BELOW.
- f. **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 in paragraph 8.c., below. 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.
- g. **ACCOUNT INFORMATION.** Any authorized agent or person so designated in your Service 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.
- h. **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. This information, called Customer Proprietary Network Information (CPNI), includes information that relates to the quantity, technical configuration, type, destination, location, and amount of your use of our service and related information in your bills. It does not include your name, address, or telephone number. We may use your CPNI to provide or market our wireless products and services to you, to protect GCI's right or property, to

provide information to emergency personnel, and to protect you or others from fraudulent, abusive, or unlawful use of our services. We also may use your CPNI to comply with any law or legal process (such as a court order or subpoena). 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. Your acceptance of this Agreement, constitutes your consent that we may use your CPNI to market additional GCI services to you, whether on our own or with third parties. 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 in paragraph 8.c. below, 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.** GCI WILL GIVE YOU AT LEAST 30 DAYS' ADVANCE NOTICE OF ANY CHANGES TO THIS AGREEMENT OR OUR SERVICE, IF SUCH CHANGE MATERIALLY ADVERSELY AFFECTS YOUR RIGHTS OR OBLIGATIONS UNDER THE AGREEMENT. However, shorter advance notice or no notice may be given if GCI believes that GCI or the Service might be adversely affected if longer notice were given. Notice may be given to you as set forth in Paragraph 8(c). If you do not agree to the amended Agreement, you may terminate the Service by giving us written notice by U.S. Mail within 30 days of the date we notify you. If you use the Service for more than 30 days after we notify you of a change, you agree to the amended Agreement. If we make changes to your plan or this Agreement that have a material adverse effect on you, you can cancel the Service that has been affected within 30 days of receiving the notice with no early termination fee. Please note that if you entered into a separate agreement with GCI that imposes a requirement for maintaining voice and/or data service with GCI for a certain length of time, there may be charges associated with termination of service before the end of that period. Please refer to that agreement for more information.
4. **LIMITATION OF LIABILITY.** IT IS YOUR RESPONSIBILITY TO ASSESS WHETHER THE ACTUAL COVERAGE AND PERFORMANCE OF THE SERVICE AT YOUR LOCATION IS ACCEPTABLE TO YOU FOR PURPOSES OF USING OUR SERVICE. YOU ACKNOWLEDGE THAT THERE MAY BE SERVICE OUTAGES, LIMITATIONS, AND INTERRUPTIONS AT YOUR LOCATION, AND THAT NOT ALL SERVICES ARE AVAILABLE IN ALL LOCATIONS. WE ARE NOT LIABLE FOR SERVICE OUTAGES OR FOR SERVICE LIMITATIONS OR INTERRUPTIONS. OUR LIABILITY AND THE LIABILITY OF ANY UNDERLYING CARRIER FOR ANY ACTION OR INACTION WILL IN NO EVENT EXCEED OUR SERVICE CHARGES DURING THE AFFECTED PERIOD. WE, AND ANY UNDERLYING CARRIER, ARE NOT LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES INCLUDING LOST PROFITS. We and any underlying carrier are not liable for (i) economic loss or injuries to persons or property arising from use of the Service, the Phone or wireless device or any equipment used in connection with the Phone or wireless device, including but not limited to use in a vehicle, (ii) the installation or repair of the Phone or wireless device by any parties who are not our employees; or (iii) damages due to use of third party products or services. We are not liable for any acts associated with the proper exercise of rights under the privacy and/or unauthorized usage provisions of this Agreement, including without limitation GCI's Privacy Policy, which is incorporated herein. We are not liable for any losses due to missed, deleted or undelivered voice mails, text messages, or any other communications, even if you've saved them, or for any other information or data that may be modified, lost or deleted from any cause. We are not liable for acts or omissions of another service provider for information provided through your Phone or wireless device, equipment failure or modification, or causes beyond our reasonable control. This paragraph shall survive termination of this agreement. This limitation of liability is an agreed-upon benefit of the bargain and remains in effect even if any remedy under the Agreement fails of its essential purpose.
5. **INDEMNIFICATION.** You agree to indemnify us for any damage, loss, expense or liability (including reasonable attorney's fees and costs incurred by us) resulting from your use or misuse of our services, unless caused by gross negligence or willful misconduct of GCI. Use of your Phone or other mobile device 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.
6. **DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICE AND COMPANY EQUIPMENT, AS WELL AS THE PURCHASE OR USE OF ANY THIRD-PARTY SERVICE OR PRODUCT PROVIDED BY OR ACCESSED THROUGH THE SERVICE, IS AT YOUR SOLE RISK, AND YOU ACKNOWLEDGE THAT THIS SERVICE AND THE COMPANY EQUIPMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. NEITHER GCI NOR ANY THIRD-PARTY PROVIDER OF SERVICES OR PRODUCTS MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY PRODUCT OR SERVICE OFFERED THROUGH THE SERVICE, AND GCI WILL NOT BE PARTY TO NOR RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN SUBSCRIBER AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. 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. 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 paragraph and paragraph 4 may not apply to you.
7. **ARBITRATION AND CLASS ACTION WAIVER.** YOU AND GCI AGREE TO SETTLE ALL DISPUTES BETWEEN US BY BINDING ARBITRATION OR, IF APPLICABLE, IN SMALL CLAIMS COURT PURSUANT TO SMALL CLAIMS RULES. YOU AGREE TO NOTIFY US (AND WE AGREE TO NOTIFY YOU) IN WRITING OF THE NATURE OF THE DISPUTE AT LEAST 45 DAYS BEFORE INITIATING BINDING ARBITRATION OR SMALL CLAIMS COURT ACTION. YOU AND GCI WILL ATTEMPT TO RESOLVE THE DISPUTE INFORMALLY. EXCEPT FOR SMALL CLAIMS COURT CASES THAT QUALIFY, ANY DISPUTE BETWEEN YOU AND GCI THAT CANNOT BE RESOLVED AFTER 45 DAYS WILL BE FINALLY RESOLVED BY A SINGLE NEUTRAL ARBITRATOR IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT ("FAA"). YOU UNDERSTAND THAT THERE IS NO JUDGE OR JURY IN AN ARBITRATION AND THAT YOU WILL HAVE NO RIGHT TO EITHER. YOU ALSO UNDERSTAND THAT THE ABILITY OF PARTIES TO CONDUCT DISCOVERY IS MORE LIMITED IN ARBITRATION THAN IT IS IN COURT. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. ANY ARBITRATION OR ACTION IN SMALL CLAIMS COURT MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. IF FOR ANY REASON A DISPUTE IS PERMITTED TO BE BROUGHT IN COURT, WE BOTH AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL IN ANY COURT ACTION.

YOU AND GCI ACKNOWLEDGE AND AGREE THAT THE FAA GOVERNS THIS AGREEMENT TO ARBITRATE, THAT THE EXISTENCE AND VALIDITY OF THIS AGREEMENT WILL BE DETERMINED IN ACCORDANCE WITH THE FAA, THAT ANY ARBITRATION BETWEEN YOU AND GCI WILL BE CONDUCTED IN ACCORDANCE WITH THE FAA, AND THAT ANY STATE ARBITRATION STATUTE OR PROCEDURE DOES NOT APPLY. THE ARBITRATION WILL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS RULES, INCLUDING THE AAA'S SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES. THE AAA'S RULES ARE AVAILABLE AT WWW.ADR.ORG OR BY CALLING 1-800-778-7879. PAYMENT OF ALL FILING, ADMINISTRATION, AND ARBITRATOR FEES WILL BE GOVERNED BY THE AAA'S RULES. GCI WILL REIMBURSE THOSE FEES FOR CLAIMS TOTALING

LESS THAN \$10,000 UNLESS THE ARBITRATOR DETERMINES THE CLAIMS ARE FRIVOLOUS. GCI WILL NOT SEEK ATTORNEYS' FEES AND COSTS IN ARBITRATION, UNLESS THE ARBITRATOR DETERMINES THE CLAIMS ARE FRIVOLOUS. YOU MAY CHOOSE TO HAVE THE ARBITRATION CONDUCTED BY TELEPHONE, BASED ON WRITTEN SUBMISSIONS, OR IN PERSON IN THE BOROUGH WHERE YOU LIVE OR AT ANOTHER MUTUALLY AGREED LOCATION.

8. **MISCELLANEOUS.**

- a. **PRIVACY.** Our Privacy Policy, which is available on our website at <http://www.gci.com/privacy-policy>, explains how we handle your personal data, including the data that we collect about you and how we use it, and how we protect your privacy. Please review our privacy policy. By using our Service, you agree to our collection and use of your data as described in the Privacy Policy. 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. Upon any such assignment, we are then released from all liability. You may not assign this Agreement or the Service furnished under this Agreement without our prior written consent.
- c. **NOTICES.** GCI may send any required or desired notice under this Agreement by mail to the service address specified in your account, by e-mail, by short messaging service, by telephone, or by hand-delivery. Our notice to you may alternatively be provided on your billing statement, in your online billing account (if applicable), or posted on our website at <http://www.gci.com>. YOU AGREE THAT ANY ONE OF THE FOREGOING WILL CONSTITUTE SUFFICIENT NOTICE. YOU AGREE TO REGULARLY CHECK YOUR MAIL, E-MAIL, ONLINE BILLING ACCOUNT (IF APPLICABLE), AND ALL POSTINGS ON OUR WEBSITE AND YOU BEAR THE RISK OF FAILING TO DO SO. If you give notice to us, it will be effective when received by us at the following address:

GCI
Attn: Customer Service
2550 Denali St., Suite 1000
Anchorage, AK 99503

- d. **ENTIRE AGREEMENT.** These Terms and Conditions and the provisions of your Service Agreement and the 14 – Day Trial Period Policy for New Wireless Service, if applicable, 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 that may have been 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. GCI does not waive any provision or right if it fails to insist upon or enforce strict performance of any provision of this Agreement.
- e. **GOVERNING LAWS.** This Agreement is subject to applicable federal laws, and the laws of the State of Alaska without regard to its conflict of law rules. If there is any inconsistency between this Agreement and those laws and regulations, this Agreement will be deemed amended as necessary to conform to such laws and 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. **AGE & 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. You may, at your discretion, permit minors to use the Service under adult supervision. You are solely responsible for monitoring all material that is accessed by minors using the Service, and you acknowledge that the Service provides access to content that is unsuitable for minors. If you are entering this Agreement on behalf of an organization, you represent that you are authorized to bind that organization, and where the context requires, "you" includes the organization. If you activate Service on behalf of an organization 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.