



2550 Denali Street Suite 1000
Anchorage, AK 99503

GCI RESIDENTIAL INTERNET TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. This is an agreement ("Agreement") between you and GCI for Internet services, equipment, and related services and/or features ("Service") at the service address specified in your account. 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, if applicable, the provisions of any Term Agreement (defined below). This Agreement applies to residential Internet service only, and does not apply to Dedicated Access Internet service or other business Internet services.

1. TERM

By signing up for and using the Service, 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 and notify us immediately to cancel Service. This Agreement will remain in effect until the Service is terminated as provided for below.

2. BILLING AND PAYMENT

a. Charges

You agree to pay all charges associated with the Service, including without limitation installation/service call charges, monthly service charges, charges for the use of equipment, usage charges, overage charges, and other charges as set forth in your bill. 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

Service is purchased and provided to you on a monthly basis. Recurring service charges, equipment charges, and fees will be billed monthly, in advance. Your first monthly bill may include pro-rated charges from the date you first begin receiving Service, as well as monthly recurring charges for the next month and charges for non-recurring Service you have received, and may also include credit for any funds collected at the time of installation. Some charges, such as usage-based charges, may be billed after the products or services have been provided to you. If you receive Service under a promotion, regular charges for the Service will apply after the promotional period ends. Partial-month charges will be itemized on your statement if you add or change Service between billing dates. Payments can be made on or before the due date listed in your bill. Please include the top portion of your bill with your payment. If you provide a credit card or debit card number to us to pay for the Service, you authorize us to charge that credit card or debit card for all amounts payable by you for ongoing charges until you notify us in writing that you are withdrawing this authorization or until you have paid all charges under this Agreement.

c. Late or Missing Payments

Please note there is a late fee and finance charge assessed to any account that is not paid in full by the due date listed in your bill. Returned payments are subject to a \$30.00 return fee.

3. DISCONNECTION AND TERMINATION OF SERVICE

a. Disconnection for Late Payment or Non-Payment

We may disconnect your Service for late payments, non-payment, or violations of your obligations under this Agreement. If your account is disconnected due to late payment, non-payment, or violations of your obligations under this Agreement, you will still be responsible for paying any early termination fees associated with a Term Agreement (defined below), if applicable, and a reconnection fee may be required to reconnect your Service.

b. Disconnection Procedures

You may cancel your Service at any time subject to being charged any early termination fees and other equipment fees as described below. When you cancel your Service, you are responsible for paying for your use of the Service through the date on which your termination takes effect or we disconnect your Service. You agree to pay GCI on a pro-rated basis for any use by you of the Service for a part of a month. We will refund any balance due to you by mail after disconnection of the Service if there are no outstanding charges or early termination fees (if applicable), and after Company Equipment has been returned to us. You must return any Company Equipment to a GCI store at the time your service is canceled, otherwise you will be charged for unreturned equipment. See Paragraph 10 for more information about equipment.

c. Term Agreement

You may have entered into an agreement with GCI that requires you to maintain certain GCI services (including without limitation GCI Cable TV service and GCI Internet service) for a certain period of time and that may allow GCI to charge you an early termination fee if you prematurely cancel your Service ("Term Agreement"). This Term Agreement is incorporated and merged into this Agreement.

d. No Term Agreement

If you did not enter into a Term Agreement, you have the right to cancel your Service for any reason without incurring any early termination fee.

4. GCI INTERNET SERVICE AVAILABILITY

Through the Service, GCI provides you with Internet access. You are responsible for providing a device that is able to use the Service you have ordered. We offer different speed packages, depending on service availability in your region. The current Internet packages available in your region may be found on the GCI website at <http://www.gci.com/internet/plans>. The Service is not available in all areas, and may not be available at certain speeds in your location or at all.

5. GCI-PROVIDED E-MAIL ACCOUNT

Some plans include the option to open and use a GCI-provided e-mail account ("GCI E-mail Account"). You acknowledge that GCI may establish general practices and limits concerning use of the GCI E-mail Account, including without limitation the maximum number of days that e-mail messages or other content will be retained, the maximum number of e-mail messages that may be sent from or received by a GCI E-mail Account, the maximum size of any e-mail message that may be sent from or received by a GCI E-mail Account, the maximum disk space that will be allotted on GCI's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the GCI E-mail Account in a given period of time. You agree that GCI has no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by the Service. You acknowledge that GCI reserves the right to disable accounts that are inactive for an extended period of time. You further acknowledge that GCI reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

6. PERFORMANCE CHARACTERISTICS

a. Speed

The advertised plan speed is the maximum speed you should expect to achieve for the service to which you have subscribed. GCI customers can measure network performance including download speed and upload speed by using GCI's speed test site at <http://speedtest.gci.com>. Several factors may affect the actual speed measured by this site at any particular point in time. These factors may include, but are not limited to: the capability of the device used to access the Internet; limitations of customer-owned Wi-Fi routers and other equipment; the capabilities of websites or other Internet services accessed by you; and other network traffic. Speed tests performed on different sites may produce varying results due to networks and systems outside of GCI's direct control.

b. Basic Level of Service

Some plans offer the option for customers that have utilized all of the high-speed data usage under their plan to continue for the remainder of their billing cycle (after all the included usage has been used) at a "Basic Level of Service" without incurring additional usage charges. At a Basic Level of Service, no applications, websites, or services are blocked at any time. Activities such as email, online shopping, banking, and most web browsing may load faster and work better than applications that require high speeds, such as large file downloads or streaming media. When using a Basic Level of Service, you may find that content requiring high speeds is sometimes embedded in web pages, which may slow down the overall web browsing experience. Note that when your new billing cycle begins, the Service will automatically return to the normal high speed plan you subscribe to.

c. FCC Study

The Federal Communications Commission (FCC) recently conducted a study of several ISPs nationwide, not including GCI, to determine data speeds averaged over a period of several seconds, as well as average latency (the period of time required for data to travel from the customer equipment to the closest speed test server within the ISP's network back). The results are consistent with, though not identical to, those experienced and expected for GCI's cable-based services. Further information about the FCC Report can be found at <http://www.fcc.gov/measuring-broadband-america#download>.

i. The FCC study reported the following results:

1. **Upload:** On average, cable-based services delivered 111 percent of advertised upload speeds. Peak period upload speeds demonstrated little variance between 24-hour averages and peak period averages.
2. **Latency:** On average, cable-based services demonstrated round trip latency of 30 milliseconds. Because of the distance between earth stations and geostationary satellites, average latency for satellite-served locations is significantly higher.

ii. How do speed and latency affect your Internet activities?

1. **Web browsing:** The FCC Report found that, for web browsing—accessing a series of web pages, but not streaming video or using video chat sites or applications—performance increased with higher speeds, but only up to about 10 Mbps. Latency and other factors limited performance at the highest speed tiers.
2. **VoIP:** The FCC Report also found that cable-based data products adequately supported VoIP services, which can be used with a data rate as low as 100 kilobits per second (kbps) but require relatively low latency. VoIP quality, however, may suffer during times when household bandwidth is shared by other services.
3. **Streaming Video:** Results from the FCC Report suggest that video streaming should work well across cable-based services, provided that the consumer has selected a broadband service tier that matches the quality of streaming video desired. For example, standard video is currently commonly transmitted at speeds below 1 Mbps, while high quality streamed video might require 2 Mbps or more. Consumers should understand the requirements of the streaming video they want to use and ensure that their chosen broadband service tier will meet those requirements, including when multiple members of a household simultaneously want to watch streaming video on separate devices.

7. DATA USAGE

a. Overview

To ensure high quality and affordable Internet access for all GCI Internet subscribers, some GCI products include specific amounts of 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 high-speed 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. All GCI Internet services are designed, maintained, and priced to provide a quality broadband experience at affordable rates and are subject to fair and reasonable use of the service pursuant to our Fair Use Policy. GCI provides an online interface ("Usage Viewer") to allow customers to monitor the usage on their accounts. The Usage Viewer is a guide for estimating current usage, but real-time updates are not available as usage is consumed. In addition, totals from previous days may increase as the usage records are processed and reported in the Usage Viewer, and changes to your plan during the billing cycle may result in inconsistent usage reporting until a new billing cycle begins. If there is any anomalous traffic, you must report the issue to GCI within 3 business days of the anomalous traffic. If the anomalous traffic is reported promptly and results from circumstances outside your control, including without limitation a computer virus, spam attack, or denial of service attack, GCI may, in its discretion, confirm the source of the problem and provide usage credit for the anomalous traffic. If you have questions about your usage, please contact Customer Service.

b. Information About Particular levels of Service

- i. Some GCI Internet plans have a maximum usage overage charge that GCI will bill a residential Internet subscriber on a single invoice, of \$200. Customers on these plans who reach \$200 of usage charges will no longer be billed for any additional usage during that billing cycle, but the Internet service will be reduced to a Basic Level of Service for the remainder of the billing cycle.
- ii. Other GCI Internet plans include a specific amount of high-speed data usage per billing cycle. Once all of the high-speed data included in the plan is used, the Internet service will be reduced to a Basic Level of Service for the remainder of the billing cycle. Customers on these plans are given the option to continue using the Basic Level of Service, upgrade to another plan, or authorize the purchase of an additional high-speed usage bucket. Since each purchase must be authorized before charges are incurred, there is no limit to the number of buckets a customer may opt to add.
- iii. GCI no longer offers residential cable modem Internet service plans that provide "unlimited downloads." Legacy GCI cable modem plans that came with "unlimited downloads" continue to be subject to the terms outlined in GCI's Fair Use Policy, available at <http://www.gci.com/internet/data-usage/fair-use-policy>. Customers who have a requirement for dedicated Internet access services are encouraged to inquire with GCI's customer service department about other products and services GCI has available for those types of needs.

8. 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 network management techniques to ensure that all customers have fair access to the network. Customers using the greatest amounts of bandwidth relative to their plan, regardless of the type of online activities, protocols, or applications in use, may have their Internet traffic de-prioritized for a brief time until the period of congestion passes. 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. These techniques manage congestion in real time, so the periods of management may be sporadic and are temporary. The network management is 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. In order to ensure that applications work effectively for all our customers, GCI may prioritize certain applications that require real-time interaction such as voice service. 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. In those locations, Peer-to-Peer or Network News Transfer Protocols may receive reduced bandwidth during peak hours of network traffic. Aggregated, non-customer-specific network traffic data is stored and used specifically for network management and growth planning purposes by GCI.

9. IP ADDRESSES

You acknowledge that use of the Service does not give you any ownership or other rights in any Internet/on-line addresses provided to you, including without limitation Internet Protocol ("IP") addresses and e-mail addresses. We may modify or change these addresses at any time and will make reasonable efforts to contact impacted customers when such changes are made. Upon termination of your Service, we reserve the right to permanently delete or remove any or all addresses associated with your Service.

10. EQUIPMENT

a. Company Equipment

You acknowledge that, except for equipment purchased by you from GCI, any equipment and facilities we install, along with any equipment we lease to you (collectively, "Company Equipment"), are for your exclusive use only for purposes of using the Service during your subscription and remain GCI's property. You agree that you will not allow the Company Equipment to be serviced by anyone other than our employees or agents. Except as otherwise provided in this Agreement, you may not permit any attachments to, alteration of, or tampering with the Company Equipment. We may remove or change the Company Equipment at our discretion at any time the Service is active or following the termination of your Service. You agree that addition or removal of or change to the Company Equipment may interrupt your Service. You agree that the Company Equipment must be returned to us at the time you cancel your Service and that it will be in working order other than reasonable wear and tear. In the event the Company Equipment is lost, stolen, damaged, destroyed, or otherwise not returned promptly, you agree to pay the current replacement cost of the Company Equipment.

b. Customer Equipment

“Customer Equipment” means any customer-owned or customer-provided software, hardware, or services that you elect to use in connection with the Service. Customers are not restricted from attaching devices, including wireless routers, to the network access equipment that GCI provides, subject to any security limitations noted herein, including GCI’s right to prohibit any Customer Equipment that it finds harmful. If cable modem service is available in your location, GCI will supply you a cable modem. We have thoroughly tested these devices for our network and supporting systems to ensure secure, reliable service at the highest possible data rates, and, if possible, to provide you with information about your usage. While GCI does not prohibit the use of any specific cable modems on its network, customer-provided cable modems may require GCI pre-certification. This process is necessary to ensure network security and to facilitate network management, service provisioning, and the availability of usage information. Any customer wishing to attach a non-GCI-certified modem to GCI’s network should send an inquiry to support@gci.net, and will be required to pay a fee for this certification process. Any Customer Equipment submitted for certification must, at a minimum, be approved by the FCC and also be CableLabs DOCSIS certified. A list of pre-approved modems is on our website at <http://www.gci.com/about/terms-and-conditions/approved-customer-owned-modems>. GCI cannot guarantee that Customer Equipment will work with our Service. We may not be able to support or troubleshoot Customer Equipment and will not be responsible for the ongoing maintenance of any equipment that we did not provide to you. You are responsible for providing all other equipment, devices, and software necessary to receive and use the Service.

11. NETWORK SECURITY

In an effort to provide a secure Service, GCI deploys industry-recommended security measures on its network. For subscribers connected to GCI’s wireline network, GCI employs a number of measures, including Cable Modem Authentication, CVC signed code images, Data Encryption, Baseline Privacy Interface (BPI), and Digitally Signed configuration files. For subscribers connected to GCI’s network wirelessly via Wi-Fi or similar fixed wireless technology (often in rural Alaska), GCI uses unpublished Service Set Identifiers (SSIDs) and Media Access Control (MAC) protocol-based authentication for each authorized device on the network. Regardless of network type, GCI recommends that you use personal firewalls and security/malware software to protect your personal information. It is your sole responsibility to take appropriate precautions to protect against damage to or destruction of hardware, software, files, and data.

12. ACCOUNT SECURITY AND PASSWORDS

When you register for the Service, we may provide you a password and user name upon completing the registration process. You are responsible for maintaining the confidentiality of your passwords. You are fully responsible for all activities that occur under your password or account, including any breach of this Agreement. If you learn of unauthorized access to your account, you must notify us immediately.

13. ACCEPTABLE USE

To establish general rules of the road for the Service, GCI has an Acceptable Use Policy, which is available on our website at <http://www.gci.com/about/terms-and-conditions/acceptable-use-policy>. You agree to comply with the Acceptable Use Policy when using the Service. If you fail to comply, we may suspend or terminate your account or access to the Service. The Acceptable Use Policy may be changed by GCI from time to time without advance notice to you. In the event of such changes, the new Acceptable Use Policy will be posted online at the above link.

14. 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.

15. CONTENT

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 Equipment or in any communications sent or received through the Service.

16. LAWFUL PURPOSES ONLY

You may not use the Service for any unlawful purposes. You may not post or transmit through the Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others (including copyrights, patents, trademarks, trade secrets or proprietary rights), that is unlawful, threatening, abusive, obstructive, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, that encourages conduct that would constitute a criminal offense, gives rise to civil liability, or otherwise violates any law.

17. 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 20 BELOW.

18. 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.

19. LIMITATION OF LIABILITY

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 FOR ANY ACTION OR INACTION WILL IN NO EVENT EXCEED OUR SERVICE CHARGES DURING THE AFFECTED PERIOD. WE ARE NOT LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES INCLUDING LOST PROFITS. We are not liable for (i) economic loss or injuries to persons or property arising from use of the Service or any equipment used in connection with the Service; (ii) the installation or repair of the equipment 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 provisions of this Agreement, including without limitation GCI's Privacy Policy, which is incorporated herein. We are not liable for acts or omissions of another service provider, including without limitation any information they provide through equipment, any modification or failure of equipment caused by them, or for any other causes beyond our reasonable control. 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.

20. 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.

21. 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 22(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.

22. MISCELLANEOUS

a. Entire Agreement

These Terms and Conditions and the provisions of any Term Agreement, 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 to be 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.

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 or Company Equipment 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 telephone, or by hand-delivery. Our notice to you may alternatively be provided on your billing statement, in a newspaper, 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. 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.

e. Age

You represent and warrant that you are at least 18 years of age. 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.