

**NOTICE OF AMENDMENT TO
GCI TELEPHONE SERVICE TERMS AND CONDITIONS**

Notice of Amendment to GCI Telephone Service Terms and Conditions

We have made some changes to the terms and conditions that apply to your GCI, UUI, United-KUC, or Yukon Telephone telephone service. The new Agreement is printed below. By continuing to use your telephone service for more than 30 days after receiving this notice, you agree to this Agreement. If you do not agree to these terms, you must cancel your service. You may cancel by calling us or by sending us a letter.

Notice by phone can be given by calling the numbers listed below. Written notice to us must be sent by mail, and will be effective when directed to the address below and received by us:

For GCI Customers:

1-800-800-4800

GCI

Attn: Customer Service

2550 Denali St., Suite 1000

Anchorage, AK 99503

For UUI, United-KUC, and Yukon Telephone Customers:

1-800-478-2020

UUI

Attn: Customer Service

P.O. Box 92730

Anchorage, AK 99509

THIS NOTICE CONTAINS IMPORTANT CHANGES TO THE TERMS AND CONDITIONS UNDER WHICH YOU RECEIVE SERVICES AND EQUIPMENT FROM GCI. PLEASE NOTE THAT THE CHANGES INCLUDE AN AGREEMENT TO ARBITRATE DISPUTES BETWEEN YOU AND GCI AND THAT THE CHANGES TAKE EFFECT 30 DAYS AFTER YOU RECEIVE THIS NOTICE.

GCI TELEPHONE SERVICE TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. This is an agreement ("Agreement") between you ("Customer" or "you") and GCI Communications, Corp. ("GCI") for residential and small business local and/or long distance telephone services, equipment, and related services and/or features (including but not limited to Home Phone service and Business Voice service) ("Service") provided by GCI and/or UUI at the service address(es) specified in your account. References to "GCI" in this agreement include GCI and its subsidiaries and affiliates, including United Utilities, Inc., United-KUC, and Yukon Telephone ("UUI"), and this agreement applies to Service provided by any of these entities, alone or in combination. The Agreement includes and incorporates the provisions below, GCI's Acceptable Use Policy (available at <http://www.gci.com/about/terms-conditions/acceptable-use-policy>), and GCI's Privacy Policy (available at <http://www.gci.com/privacy-policy>). This Agreement applies to residential telephone service (also known as "Home Phone"), and small business telephone service (also known as "Business Voice"). It does not apply to businesses who receive telephone service provided under a Master Services Agreement, Business Services Agreement, or other written contract with GCI.

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, feature charges, activation charges, long distance and other call charges, taxes, regulatory and other fees, and other charges as set forth in your bill. Calls subject to usage-based charges are rounded up to the next minute. Subject to notice requirements or other legal limitations, we reserve the right to change monthly recurring fees, usage fees, connection fees, and equipment fees, and to add new fees, at our discretion and at any time. Eligible low-income customers may enroll in the Lifeline program to receive lower rates for certain Services.

b. Billing

Unless otherwise provided in a written agreement with us, 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 long distance and other 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. 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. Customer is responsible for all usage originating from its Service, whether or not authorized, and is solely responsible for assuring that its Service and equipment are not used by unauthorized parties.

c. **Late or Missing Payments**

Please note there is a late fee and/or a finance charge assessed to any account that is not paid in full by the due date listed in your bill. Returned payments may be subject to a return fee. All amounts due, including disputed amounts, must be paid in full by the due date listed in your bill regardless of the status of any objection. All communications concerning disputed 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 19(c) below, and (iv) received by us within 30 days after receipt of your bill. If any of these requirements is not met, you will waive any objection. Acceptance of late or partial payments (even if marked "Paid in Full") do not waive any of our rights to collect the full amount due under this Agreement.

d. **Deposits**

When, in its sole discretion, GCI determines that excessive or flagrant use of long distance service is occurring, we may demand immediate payment of such service and/or require the customer to provide or increase deposits, post a surety bond, or may terminate the Service.

3. DISCONNECTION AND TERMINATION OF SERVICE

You may cancel your Service at any time subject to being charged any fees as described below, including any charges associated with termination of service under a separate agreement, if applicable. We may suspend or terminate your Service for late payments, non-payment, or violations of your obligations under this Agreement. We may terminate your long distance service if there is no usage on your account for 6 months. GCI shall have sole discretion in its determination of whether any of the conditions for suspension or termination are met. When you cancel your Service, or if we terminate your Service, you are responsible for paying for the Service through the date on which your termination takes effect and any other amounts due, including any reconnection fee that may be required to reconnect your Service. You may not receive any prorated refunds for canceling partway through a billing cycle. 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 at the time your service is canceled, otherwise you will be charged for unreturned equipment. See Paragraph 6 for more information about equipment. 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 (such as a device financing agreement), there may be charges associated with termination of service before the end of that period. Please refer to that agreement for more information. 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.

4. USE OF SERVICE

- a. **Service Availability.** Through the Service, GCI provides you with local, long distance, and/or international calling. You are responsible for providing a device that is able to use the Service you have ordered. We offer different plans and features, depending on service availability in your region. The current rates for services and features are set forth in postings on GCI's website at <https://www.gci.com/regulatory> (for GCI customers), or UUI's website at <http://www.uui-alaska.com> (for United Utilities, Inc., United-KUC, and Yukon Telephone customers). Some Services are not available in all areas, and may not be available with certain plans or features in your location or at all. We may in our sole discretion provide a credit, upon customer request, if Service is interrupted for more than 24 hours. GCI reserves the right to limit the duration of connection when necessary because of a shortage of facilities caused by emergency conditions.
- b. **Telephone Numbers.** When you sign up for service, we will assign you a telephone number. Customer has no ownership right to the telephone number. GCI may change your telephone number whenever it deems it necessary in the conduct of its business to do so. Under certain limited circumstances, GCI may be able to port a telephone number from another carrier to GCI. GCI does not guarantee that porting will be available for your telephone number. Please contact Customer Service for more information.
- c. **Use of Service and Residential/Business Use.** Different rates apply for Residential and Business services. Determination as to whether the Service is classified as residential or business will be based upon the character of the use, regardless of the type of premises. Use is "Residential" when the use is primarily of a personal, social, or domestic nature. Use is "Business" where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Service is intended for use by Customer, family, employees, business associates, and persons residing in Customer's household. The Service is not intended for use by the general public or patrons of the Customer, and GCI has the right to terminate Service if such use is occurring.
- d. **PIN Number.** Private Identification Number Waiver for Business Customers - The FCC requires that customers set up and use a Private Identification Number ("PIN") when communicating with GCI to obtain certain information about, or to make certain changes to, its telephone account. Business customers may waive use of this PIN if the account owner or authorized account user contacts 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.
- e. **Directory Listings.** A Customer may be listed in the alphabetical section of any telephone directories which may be published and distributed by GCI or its agents or third parties, unless otherwise requested by Customer. To the extent GCI elects to publish a directory, information about prices, policies, formatting, limitations, and other issues may be found on GCI and/or UUI's websites. The subscriber assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold GCI harmless of and from any claims, loss, damage, or liability arising out of or related to the use of such listings or any errors and omissions related to directory listings. There may be an extra charge for a subscriber's service to remain non-listed (i.e. not identified in a directory but still available through directory assistance) or non-published (i.e. not identified in a directory and not available through directory assistance). In the case of such service, you hold GCI harmless from any claims, loss, damage, or liability which may result from the failure to receive calls due to such non-publishing or non-listing of telephone numbers. In the event that GCI publishes, lists or discloses a telephone number that Customer has requested to be non-published or non-listed, Customer's sole remedy will be a refund of any additional charges paid by Customer for non-publishing or non-listing of the number in the preceding twelve months.
- f. **Directory Assistance.** There may be charges associated with calls made to directory assistance, and call completion services. Some or all of these fees may be waived in the case of physical disability. Please contact GCI Customer Service for more information. Any waiver will apply only to charges incurred on or after the date of Customer's valid request for waiver.

- g. **Enhanced Custom Calling Features.** GCI provides a number of Enhanced Custom Calling Features (such as caller ID block), the descriptions and rates for which can be found in our postings on GCI and UUI's websites. These features are provided subject to the availability of facilities and the limitations of Customer Equipment. You release, indemnify, and hold GCI harmless of and from any claims, loss, damage, or liability arising out of or related to the use of an Enhanced Custom Calling Feature.
- h. **Toll-Free Numbers.** GCI may reserve, activate, or assign toll-free (i.e., 800) numbers for customers to receive in-bound calls. GCI will administer toll-free numbers in accordance with customary industry standards and practices and procedures of any applicable service management systems or associations. It will be considered a violation of this Agreement if Customer seeks to acquire or does acquire any toll-free number from GCI for the primary purpose of selling, brokering, bartering, or releasing for a fee or other consideration to another party that number.
- i. **Complaints.** If you have a problem with your bill or Service, please contact the appropriate customer service representative for your account and type of Service. For GCI residential customers, you can visit a local GCI store, contact a CSR via email at rcs@gci.com, or by phone at 265-5400 (Anchorage) or 800-800-4800 (statewide). For GCI small business customers, please contact a GCI Business representative by phone at 265-5454 (Anchorage) or 800-800-7754 (statewide), or via email at bcs@gci.com. For UUI customers, contact customer service by phone at 800-478-2020, by email at customer@uui-alaska.com, or visit us at 5450 A St. Anchorage, AK. You can also bring concerns to the Regulatory Commission of Alaska (Attn: Consumer Protection Section, 701 West 8th Ave., Suite 300, Anchorage, AK, 99501). THIS DESCRIPTION OF OUR COMPLAINT RESOLUTION PROCEDURE DOES NOT LIMIT OR MODIFY YOUR AGREEMENT TO ARBITRATE ALL DISPUTES WITH GCI PURSUANT TO PARAGRAPH 17 BELOW.
- j. **Authorization to GCI.** If you are transferring existing phone service from another service provider to GCI, You authorize GCI to process your order for the Service, to notify your current telephone company of your decision to switch your local, local toll, and long distance services to GCI, and represent that you are authorized to take this action. You also authorize GCI to have access to your records held by the other service provider.
- k. **Robocalls.** Telephone service providers are aware of increasing consumer frustration with the disruption of receiving unwanted robocalls. While GCI cannot at this time avoid the delivery of all unwanted calls, it may use certain technologies or practices intended to prevent the delivery of certain calls that are suspected to be generated by robocall devices and/or that conceal their originating telephone number. Customer consents to GCI's use of these practices and agrees that GCI shall not be liable for any claim arising from its blocking of a telephone call to Customer.
- l. **Third-Party Charges That Are Your Responsibility.** You may incur charges with third-party service providers such as for accessing on-line services, calling parties who charge for their telephone-based services or that assess charges to receive calls, purchasing or subscribing to other offerings that are separate and apart from the amounts charged by GCI. You are solely responsible for all such charges payable to third parties, including all applicable taxes.

5. Limitations on 911/E911 Service and Other Phone Service

YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY LOSE ACCESS TO AND USE OF THE SERVICES, INCLUDING EMERGENCY 911/E911 CALLING IF OUR NETWORK OR FACILITIES ARE NOT OPERATING OR YOUR SERVICE HAS BEEN SUSPENDED OR IS NOT PROPERLY FUNCTIONING. Calls, including calls to 911/E911, may not be completed if there is a problem with network facilities, including network congestion, network or network equipment failure, or another technical problem. Cordless telephone handsets require electric power to operate, so we recommend that all customers have at least one telephone that does not require electricity in the event of a power outage.

6. 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. You acknowledge that Company Equipment may require updates and/or changes from time to time and that you may be required to perform such updates and/or changes. You also authorize GCI to perform updates and/or changes, on-site or remotely from time to time as GCI deems necessary, in GCI's sole discretion. You agree to pay all charges associated with the ongoing operation of Company Equipment provided to you by GCI, including but not limited to electricity charges. In the course of your use of some Company Equipment, GCI may also receive, store, and use information about which devices you use to connect to the Services, including but not limited to information about the type of device, the name of the device, and the periods of time those devices are using the Services.

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 lawful and non-harmful devices to the Services or Company Equipment. 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. GCI technicians may assist you in connecting your Customer Equipment to the Service. You understand and agree that it is your responsibility to ensure all Customer Equipment is working properly at the time of installation and thereafter. GCI is not responsible for any harm caused by connecting any of your Customer Equipment to the Service, or by the failure of any Customer Equipment to connect to the Service. You are responsible for providing all other equipment, devices, and software necessary to receive and use the Service. For an additional charge and with your consent, GCI technicians may install inside wiring at your

premises, which wiring becomes Customer Equipment after installation. If you do not own the premises, you are responsible for assuring that the owner has authorized the installation of inside wiring.

7. INSTALLATION AND ACCESS TO PREMISES

You agree to allow representatives of GCI access to your premises at all reasonable times to inspect, repair and maintain the equipment and, upon the termination of this Agreement, to remove the equipment from the premises, provided however that failure of GCI to remove its equipment shall not be deemed as abandonment thereof. If installation work by GCI technicians at your premises is necessary, we will work with you to set an installation appointment at an agreeable time. We will attempt to schedule your appointment in a window no larger than four hours, unless you request otherwise. There may be fees associated with installation services, and we will provide you with notice of those fees before undertaking any such work. Upon arriving at your premises for an installation or service appointment, GCI representatives will properly identify themselves by using their first and last name and the reason for the visit. We require the individual(s) responsible for the Service account to accept Company Equipment required in your premises. Someone over 18 years of age who has the authority over the premises must be present during the installation of your Service. If GCI determines that a line extension is required to provide you with service, that process and any associated fees are set forth in the policy posted on the GCI and UUI websites, and any additional agreement you may have signed with GCI (such as a Line Extension Agreement), if applicable.

8. ACCOUNT SECURITY AND PASSWORDS

When you register for the Service, we may provide you with a Personal Identification Number ("PIN") and/or a password and user name upon completing the registration process. You may also set your own passwords or PIN for access to certain features of the Service. You are responsible for maintaining the confidentiality of your passwords and PIN ("Passwords"). You are fully responsible for all activities that occur under your Password or account and for all who use your Service, including any breach of this Agreement. If you learn of unauthorized access to your account or Service, you must notify us immediately. In some instances, in the course of providing technical or customer service assistance for your Service, GCI technicians or customer service representatives may be able to see the Password you use to access GCI Services or Company Equipment. It is your responsibility to choose unique, secure Passwords and to avoid reusing passwords for multiple purposes.

9. 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-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.

10. PRIVACY AND SECURITY

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, including Customer Proprietary Network Information ("CPNI"). The Privacy Policy also explains how you may exercise your rights to decline to receive offers for certain GCI services based on your CPNI. 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 or as required by law. In an effort to provide a secure Service, GCI deploys industry-recommended security measures on its network. However, it is your sole responsibility to take appropriate precautions to protect against damage to or destruction of hardware, software, files, and data used or accessed in connection with the Service.

11. CONTENT

There may be content or information available through the Service that is illegal, violates third party property or other rights, or is offensive. GCI is not responsible for any content 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, malware, or other harmful programs. 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 or other harmful program is found on any Customer Equipment or in any communications sent or received through the Service.

12. 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.

13. 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 17 BELOW.

14. 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.

15. 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, OR ANY FAILURE OR UNAVAILABILITY OF COMPANY EQUIPMENT OR ITS BATTERY BACKUP, INCLUDING BUT NOT LIMITED TO A FAILURE OR DELAY IN CONNECTING A CALL TO 911 OR ANY OTHER EMERGENCY SERVICE OR INABILITY TO ACCURATELY IDENTIFY A CALLER'S LOCATION FOR PURPOSES OF EMERGENCY SERVICES. 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. The sole and exclusive remedies under this Agreement for Customers and any user of the Services are as expressly set forth in this Agreement.

16. INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless GCI and its affiliates, employees, officers, directors, suppliers, and agents against all claims, suits, judgments, and causes of action, and any expenses (including reasonable attorneys' fees and costs) arising out of: (a) the use or attempted use of the Service(s) or GCI Equipment or the negligent, reckless, or intentional act or omission, or breach of this Agreement or any of the applicable GCI policies, by you or any other user of the Service(s) provided to you or to your service address; (b) violation or infringement of contractual rights, privacy, confidentiality, copyright, patent, trademark, trade secret, or other intellectual property and proprietary rights arising from your use of the Service(s); and (c) any claims or damages arising out of the unavailability or performance of the Services, any third-party services or applications that may use the Services, such as a home security, home detention, or medical monitoring system. You agree to pay reasonable costs and attorneys' fees arising out of any course of action to collect any monies due by you to GCI as a result of a breach of this Agreement.

17. 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.

18. 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 19(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.

19. MISCELLANEOUS

a. **Entire Agreement**

These Terms and Conditions, 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>, and if you are a UUI customer, <http://www.uui-alaska.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 addresses:

For GCI Customers:

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

For UUI Customers:

UUI
Attn: Customer Service
P.O. Box 92730
Anchorage, AK 99509

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.