



2550 Denali Street Suite 1000
Anchorage, AK 99503

Notice of Amendment to GCI Residential Cable TV Terms and Conditions

We have made some changes to the Residential GCI Cable TV Terms and Conditions. The amended Agreement is printed below. By continuing to use the GCI Cable TV Service for more than 30 days after receiving this notice, you agree to this amended Agreement. If you do not agree to these amended terms, you must cancel your service. You may cancel by calling us or by sending us a letter. If you cancel your service within this time period because you do not agree to this amended Agreement, you will not be charged any early termination fees, if applicable.

Notice by phone can be given by calling us at 1-800-800-4800. Written notice to us must be sent by mail, and will be effective when directed to the address below and received by us:

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

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 RESIDENTIAL CABLE TV TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. This is an agreement ("Agreement") between you and GCI for residential cable television services, equipment, and related services and/or features ("Service") at the service address specified in your account. The Agreement includes and incorporates the following provisions and, if applicable, the provisions of any Term Agreement (defined below). This Agreement does not apply to GCI customers whose Service terms are regulated by an applicable Tariff.

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. If we allow you to suspend your account for a temporary period, we may extend the term of your Agreement by the length of the temporary suspension.

2. COMPLAINT RESOLUTION PROCEDURE

In compliance with the FCC "Complaint Resolution Procedure" notification requirement, we are pleased to provide you with the following procedures to help us resolve any cable signal problems as quickly as possible. We urge you to call or write us anytime with questions or concerns about your bill, service, equipment hook-up, or any other aspect of the cable television service that we take pride in providing you.

- a. Any time you have a problem with your billing invoice or cable reception, please contact a GCI Customer Service Representative ("CSR") at a local GCI Store, via email at rcs@gci.com, or by phone at 265-5400 (Anchorage) or 800-800-4800 (statewide).
- b. When GCI receives calls about service during normal business hours, a GCI representative will attempt to resolve the problem over the phone. If the problem cannot be resolved, the representative will schedule a service technician to visit the home as soon as possible.
- c. Emergencies that affect signal quality such as fallen utility poles, violent storms, or very cold weather may interfere with reception of cable service. We are committed to having one of our crews promptly correct an emergency situation.
- d. GCI maintains complaint records for at least one year. In addition, these records will be available for inspection by the FCC or the Regulatory Commission of Alaska (Attn: Consumer Protection Section, 701 West 8th Ave., Suite 300, Anchorage, AK, 99501).
- e. THIS DESCRIPTION OF OUR COMPLAINT RESOLUTION PROCEDURE DOES NOT LIMIT OR MODIFY YOUR AGREEMENT TO ARBITRATE ALL DISPUTES WITH GCI PURSUANT TO PARAGRAPH 14 BELOW.

3. BILLING PROCEDURES AND PAYMENT OPTIONS

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, Video-On-Demand charges, Pay-Per-View 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, connection fees, and equipment fees, or to add new fees, at our discretion and at any time.

b. Billing Process

As a GCI customer you are billed monthly, in advance, for the Service to which you have subscribed. Your first bill extends from the first day of Service and one month forward and will include credit for any funds collected at the time of your installation. You will typically receive your first bill one to two weeks after installation. 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. In the event that your cable service is interrupted and is not reestablished within 72 hours from the time a request for service is made, your account may be credited on a prorated basis for loss of service during each 24-hour period following your request.

c. Payment Options

GCI offers you a number of payment options. You may mail your payment to the address listed on your bill. Our customer service centers offer drop boxes and payment in person by: cash, check, most major credit cards, or bank debit card. You may also arrange to have your monthly cable charges billed automatically to your credit card, or you may pay your bill online using GCI's eBill or other similar option. 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.

d. Billing Questions

Should you have any questions regarding your bill, please bring it to our attention within 30 days so that we can review it. You must pay all amounts not in question by the due date listed in your bill to keep your account current.

e. 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.

4. INSTALLATION POLICIES

- a. When adding new cable service or additional cable television hook-ups to your home, we will attempt to set an installation appointment within seven business days of your request of service or your installation charges may be waived. We will attempt to schedule your appointment in a window no larger than four hours, unless you request otherwise.
- b. Upon arriving at your home 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 sign for the Company Equipment required in your home. Someone over 18 years of age must be home during the installation of your Service.

5. 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. 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. If you are disconnecting the Service due to a move, please call our Customer Service department a week in advance of your move to ensure that your final bill is correct. You must return any Company Equipment to a GCI store within 14 days of disconnecting Service. Otherwise, you will be charged for unreturned equipment. See Paragraph 8 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.

6. USE OF SERVICE

Unless you subscribe to a plan that expressly permits otherwise, you agree to use the Service solely for personal, residential, and non-commercial purposes. You will not use the Company Equipment at any time at an address other than the service address specified in your account without our prior written authorization. You agree and represent that you will not resell or permit another to resell the Service in whole or in part. You will not use or permit another to use the Company Equipment or the Service, directly or indirectly, for any unlawful purpose. Use of the Company Equipment or Services for transmission, communications, or storage of any information, data, or material in violation of any U.S. federal, state, or local regulation or law is prohibited. You acknowledge that you are accepting this Agreement on behalf of all persons who use the Company Equipment or Service at the service address and that you have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement. You further acknowledge and agree that you will be solely responsible for any transactions, including, without limitation, purchases made through or in connection with the Services.

7. WHEN THE SUN GETS IN THE WAY

Sometimes the satellites from which we receive much of our programming end up directly between the earth and the sun. This usually occurs during the first weeks of March and October. When this happens, the energy of the sun can overpower the satellite signals for several minutes at a time, resulting in an interruption with your television picture. This disruption generally does not last longer than about 10 minutes a day during this limited "sun outage" period. You understand that we provide all Service on an "AS IS" and "AS AVAILABLE" basis.

8. 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 upon termination of Service, the Company Equipment must be returned to us within 14 days of termination of 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. You agree to allow us and our agents the rights to insert CableCARDS and other hardware in the Customer Equipment, send software and/or downloads to the Customer Equipment and install, configure, maintain, inspect, and upgrade the Customer Equipment. You warrant that you are either the owner of the Customer Equipment or that you have the authority to give us access to the Customer Equipment. You should call Customer Service to find out if the Customer Equipment meets our technical, security, and other requirements. We reserve the right to disallow the use of Customer Equipment that we determine is not compatible with our network. We have no obligation to provide, maintain, or service Customer Equipment, including without limitation, Customer Equipment to which GCI or a third party has sent software or downloads. If you use Customer Equipment, you agree that the following limitation of liability will apply: GCI DOES NOT WARRANT THAT CUSTOMER EQUIPMENT WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE SERVICE. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT. GCI WILL HAVE NO LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. The foregoing limitation of liability is in addition to and does not limit any other limitation of liability set forth in this Agreement.

c. Consumer Guide to Cable TV and Home Entertainment Equipment

Here are some things you should know about how GCI Cable works with your TV, VCR, DVD, and BluRay devices. With cable TV connected to your home entertainment system, you enjoy the best choice, convenience, and value. Extra steps may be required for cable TV to work effectively with various equipment types. This guide provides information about when cable TV is compatible with your equipment and when it may not be. If you don't find your particular situation described in this guide, please call us. We will work with you to determine the cable setup most appropriate for your needs.

i. Set-Top Converters

Now that GCI delivers all of the programming in a digitized format, a set-top converter or a CableCARD is required. Without a set-top converter or CableCARD, you may be unable to view channels delivered via the cable system. GCI will provide you with a set-top converter or a CableCARD for a monthly rental fee. We lease CableCARDS for use in customer-owned retail CableCARD-ready devices. You may contact us to request professional installation of a CableCARD in such devices or request that we provide a CableCARD to you for self-installation. Many of our leased set-top boxes also include CableCARDS inside, and the same portion of our lease rates for those devices is attributed to the CableCARD. Please note that retail devices that use CableCARDS may not be able to access our advanced interactive digital cable services, such as Video-On-Demand, Pay-Per-View, the programming guide, and other interactive services. In the event that your device cannot access these interactive services and you wish to access them, you may lease a set-top box that you may use in conjunction with your CableCARD device. From time to time, we may offer bundled packages that include one or more set-top box leases within the base package price. A customer that purchases such bundles and also leases a stand-alone CableCARD in lieu of taking the included set-top box may request a prospective monthly credit for the unused device. In such cases, the credit will be the amount we charge for such a set-top box if leased separately. It is against federal law to purchase "decoder" boxes that are designed to circumvent the cable system's security network.

ii. Compatible Remote Controls

GCI's converters work in conjunction with some remote controls available for purchase at retail stores. These remotes may be used in place of the ones we provide with your converter.

iii. **Additional Equipment/Recording a Second Channel**

The set-top converter “converts” all cable channels to channel 3 so you can only receive one channel at a time through the converter. This means that there may be certain features of your TV and VCR that you will not be able to use without additional equipment. For instance, you may have trouble taping one program while watching another or using the picture-in-picture feature. Should you wish to use the features noted above, GCI may provide you with supplemental equipment, such as a splitter, for a nominal charge. If you prefer, you may purchase supplemental equipment at retail outlets.

iv. **Additional Details**

Please visit our website at <http://www.gci.com> for additional details pertaining to these operational matters. Alternatively, visit a GCI Store or call our office to speak with a CSR if you have any questions regarding your cable TV equipment set-up or to request a copy of applicable equipment compatibility information.

9. PRIVACY

You agree to the use of any personal information associated with your account, including use of cable viewership data associated with your account, in accordance with GCI’s Privacy Policy, which can be found at <http://www.gci.com/privacy-policy>.

10. 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 14 BELOW.

11. CHANNEL AVAILABILITY

a. **Channel Availability May Vary**

Not all channels are available in all locations, and channel availability may change or vary over time. GCI may rearrange, add, delete, change the format of, or otherwise change the networks, programs, or other components of any video service. We may do so without additional notice or consent, except as mandated by law. In addition, certain programming, including sports events, may be “blacked out” in your area as required by law or for other reasons. The availability of one or more programs, networks, channels, websites, or other content or resource may be permanently or temporarily interrupted because of weather, a dispute with a third party, inability to obtain rights, or some other reason. For information about channel availability and upcoming programming contract negotiations, please go to <http://www.gci.com/tv/channel-lineup> and enter your location.

b. **Programming Expirations**

GCI is happy to bring Alaskans the best TV programming available. Most of this programming is subject to agreements with the content owners who provide it to us. These agreements expire from time to time, and sometimes we are unable to continue them. In such cases, we could lose access to some programming now being carried. Please go to <http://www.gci.com/programmingexpirations> for more details.

12. 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.

13. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE THAT THERE MAY BE SERVICE OUTAGES, LIMITATIONS, AND INTERRUPTIONS AT YOUR LOCATION AND THAT NOT ALL CHANNELS AND/OR 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 paragraph will 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.

14. 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.

15. 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 16(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.

16. 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(s) 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.

CABLE TELEVISION SUBSCRIBERS PRIVACY RIGHTS NOTICE

Collection of Information

We are required by the Federal Cable Communications Policy Act of 1984 ("the Cable Act") to inform you about our practices with respect to personally identifiable information in our files. For more information about your privacy, please see GCI's Privacy Policy, which can be found at <http://www.gci.com/privacy-policy>. We collect personally identifiable information about you with your consent or when necessary to obtain information in order to render a service you receive or to detect theft of cable services. The information that the cable system generally collects and maintains includes billing records; service maintenance and repair records; premium service subscription information; marketing information; equipment and usage information; and subscriber complaints or correspondence. The personally identifiable information we collect may include, but is not limited to, your social security number, driver's license number, credit/debit card information, bank account information, payment history, and credit reports. (Personally identifiable information, however, does not include information about you that is publicly available like your name and address or aggregate data that does not identify a particular person.) We use this information to enable us to provide you with the services you have requested and to support related business activities such as service calls, customer and technical support, customer surveys, as well as billing collection and marketing needs. We also need and use this information for our own tax and account records.

Disclosure

Under the Cable Act, we may disclose personally identifiable information without your consent if it is (1) necessary to render service or conduct a related legitimate business activity, (2) required by law, or (3) disclosed as a mailing list (as described below). Unless otherwise noted below, all the personally identifiable information that we collect is used for the business purpose of offering, marketing, rendering, and supporting our services to you. Some persons have access to such information when necessary in connection with our business. People who require access from time to time include our employees; our affiliates; our sales agents; our vendors or contractors that provide services or components to the cable system (such as our installers, accountants, billing and collection service, and consumer and market research firms); our program and program guide providers where applicable; our programmers and broadcasters that will periodically audit subscription information; our equipment suppliers; and representatives of the franchising authority. If we enter into a merger, sale, transfer, or any other reorganization of some or all of our assets, your personally identifiable information may be transferred as part of that transaction. This cable system will not maintain such information after it is no longer necessary for carrying on our business, including record-keeping for tax and accounting purposes. As a subscriber, you may review any personal information held by us that pertains to you if you give us a reasonable period of time to locate and, if necessary, prepare the information for review. (Preparation is sometimes necessary to avoid disclosure of information relating to other subscribers.) If you wish to review your personal information, please contact us to set up an appointment during regular business hours. You may request a correction of any errors in personal information that we collect or maintain pertaining to you.

Mailing Lists

We are permitted to disclose personally identifiable information to the extent necessary to conduct our business. In addition, the law allows us to disclose your name and address for non-cable service-related mailing lists or other purposes, unless you advise us in writing that you do not wish us to disclose it. However, such disclosures of names and addresses may not include the extent of viewing or other use you make of any service we provide, nor may it disclose the nature of any transaction you make over a two-way system. If you do not wish to have your name and address disclosed, please contact us as described in Paragraph 2 of the GCI Residential Cable TV Terms and Conditions.

Disclosure Required by Law

We may disclose personally identifiable information without your consent if we are required to do so by law. For example, a governmental entity may seek through valid legal process (such as warrants, court orders, or subpoenas) to obtain personally identifiable information from the cable system concerning you as a cable subscriber. However, we will disclose records revealing your viewing habits only if (1) served with a court order indicating the governmental entity has made a clear and convincing showing of relevance to criminal activity and (2) you have been given an opportunity to contest the order. If we are served with a court order requiring such disclosure to a non-governmental entity, we will inform you before any information is released.

Rights Under the Cable Act

Please call or write us anytime you have question about your service, equipment hook-up, or any other aspect of the cable television service that we proudly provide. If you believe you have been aggrieved as a result of a violation of the Cable Act's requirements regarding the collection, disclosure, and retention of personally identifiable information, your rights are also enforceable through a civil action seeking damages, attorney's fees, and litigation costs in addition to other rights and remedies that may be available under federal or other applicable laws. THIS STATEMENT OF YOUR RIGHTS UNDER THE CABLE ACT DOES NOT LIMIT OR MODIFY YOUR AGREEMENT TO RESOLVE ALL DISPUTES WITH GCI PURSUANT TO PARAGRAPH 14 OF THE GCI RESIDENTIAL CABLE TV TERMS AND CONDITIONS.