

Canceling

GCI Communication Corp.

1.4 APPLICATION OF REGULATIONS

The regulations set forth herein apply to intrastate services and facilities furnished within the State of Alaska by GCI Communication Corp., hereinafter referred to as the Utility, subject to the jurisdiction of the Regulatory Commission of Alaska. (T)

No officer, employee, or agent of the Utility has authority to change, amend, or waive any rate or regulation approved or prescribed by the Commission. Rates and regulations may be changed or cancelled only with the consent or approval of the Commission.

The Utility furnishes exchange service and interexchange service throughout the territory it service, as shown by its filed rate, regulations, and maps. The Utility also furnishes interexchange toll service to the territory served by connecting companies, subject to their rates and regulations.

1.5 APPLICABILITY OF TARIFF RATES

The rates for services provided by the Utility that are identified within this tariff are for services regulated by the Regulatory Commission of Alaska. (T)

This tariff is maintained at the location listed below for public inspection during normal business hours.

2550 Denali Street
Anchorage, AK 99503

Tariff Advice No. 76

Effective: July 6, 2000

Issued by: GCI Communication Corp.

By: _____

Title: Tariffs and Licenses Manager

Canceling

GCI Communication Corp.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE TELEPHONE UTILITY

2.1.1 USE OF SERVICE

A. Customer telephone service is furnished only for use by the customer, his family, employees, or business associates, or persons residing in the customer's household, except as the use of the service may be extended to persons temporarily subleasing a customer's residential premises. The Utility has the right to refuse to install service, or to permit such service to remain on premises of a public or semi-public character when the instrument is so located that the public in general or patrons of the customer may make use of the service.

B. GCI may determine the most efficient manner of provisioning service under this tariff, provided that the method chosen meets the service requirements of the customer, consistent with the tariff and applicable law, and either maintains or improves the quality of service to the customer. GCI shall provide thirty days advance notice to private line, access, and wholesale customers of network changes that may affect the customer.

(N)
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(N)

2.1.2 IDENTIFICATION OF EMPLOYEES

Employees of the Utility or an underlying carrier, whose duties require them to enter premises of customers, carry identification cards. To verify employment during regular business hours call the Utility's or the underlying carrier's Personnel Office. After regular business hours call the Utility's Repair Service at "611."

2.1.3 INSTALLATION OF WIRING AND EQUIPMENT

The installation of all wiring and equipment shall be installed in compliance with Federal Communication Commission (FCC) Regulations, Volume X, Part 68. The Utility shall not be required to connect its lines or equipment to wiring not installed by it, not installed in compliance with FCC Regulations Volume X, Part 68, or in the judgment of the Utility, is in an inaccessible location. Connection to customer owned and maintained wiring and/or equipment may be made under the regulations as specified in Section 2.5 and 4.4 of this tariff.

Tariff Advice No. 91

Effective: April 16, 2001

Issued by: GCI Communication Corp.

By: _____

Title: Tariffs and Licenses Manager

Canceling

_____ Sheet No. _____

GCI Communication Corp.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE TELEPHONE UTILITY (Cont'd)

2.1.4 INTERRUPTION TO SERVICE

When requested by the customer, if service is interrupted for more than twenty-four (24) hours, and for causes other than the negligence or willful act of the customer, an allowance shall be made for the minimum rate for the telephone facilities and class of service affected by the interruption, for such time as the interruption continues. No other liability shall be attached to the Utility for such service interruptions.

2.1.5 DEFACEMENT OF PREMISES

The Utility shall exercise due care in connection with all work done on customer's premises. No liability shall attach to the Utility by reason of any defacement or damage to the customer's premises resulting from the existence of the Utility's apparatus and associated wiring on such premises, or by the installation or removal thereof, unless such defacement or damage is the result of the sole negligence of the Utility.

2.1.6 LONG DISTANCE SERVICE

The Utility may act as the collection agency for other telecommunications utilities in billing for long distance telephone calls and charges. When, in its opinion, the Utility feels that excessive or flagrant use of long distance service is occurring, it may demand immediate payment of such service and/or require the customer to increase existing deposits, post a surety bond, or terminate the service. The Utility assumes no liability for errors in billing made by other telecommunications utilities or any other non-Utility agency.

2.1.7 TELEPHONE NUMBERS

The customer has no property rights to the telephone number. The Utility may change the telephone number of a customer whenever it deems it necessary in the conduct of its business to do so.

Tariff Advice No. _____

Effective: February 4, 1997

Issued by: GCI Communication Corp.

By: _____

Title: Tariffs and Licenses Manager

Canceling

_____ Sheet No. _____

GCI Communication Corp.

2. GENERAL REGULATIONS

2.2 USE

2.2.1 TAMPERING WITH EQUIPMENT

Customers or their agents may not install, rearrange, disconnect or remove, or permit others to install, rearrange, disconnect, or remove any equipment or wiring that is the property of the Utility. The Utility shall have the right to charge the customer the Tariff rate for any installations or rearrangements made of Utility-owned equipment. The Utility may refuse to furnish or may deny service to any person, firm, or corporation on whose premises is located any Utility-owned telephone equipment which shows any evidence of tampering, manipulation or operation, or use of any device whatsoever for the purpose of obtaining telephone service without payment of the charge applicable.

2.2.2 UNAUTHORIZED ATTACHMENTS OR CONNECTIONS

No equipment, apparatus, circuit or device not furnished by the utility shall be attached to or connected with the facilities furnished by the Utility, whether physically, by induction, or otherwise, except as provided elsewhere in the Tariff of the Utility. In case any such unauthorized attachment or connection is made, the Utility shall have the right to remove or disconnect the same; or to suspend the service during the period the attachment is made; or to terminate the service.

2.3 OBLIGATION OF THE CUSTOMER

2.3.1 APPLICATIONS FOR INITIAL SERVICE

Initial applications for service may be made on the Utility's standard forms at the Utility's designated location(s) or by calling the Utility's Customer Service. Requests from customers for additional service, equipment, etc., may be made orally or in writing and, upon approval, or installation of service, become part of the original application.

Issued by: GCI Communication Corp.

By: _____

Title: Tariffs and Licenses Manager

Canceling

GCI Communication Corp.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.2 BUSINESS AND RESIDENCE SERVICE

Determination as to whether a customer service should be classified as RESIDENCE or BUSINESS will be based upon the character of use, regardless of the type of premises.

RESIDENCE - Where use is primarily of a social or domestic nature.

BUSINESS - Where use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature.

A. Business Private Identification Number "PIN" Waiver

(N)

The F.C.C. requires that Customers set up and use a Private Identification Number ("PIN") when communicating with the Company to obtain certain information about, or to make certain changes to, its telephone account. Use of this PIN may be waived by the account owner or authorized account user, by contacting GCI customer service at 1-800-800-4800, with proper authentication ("PIN Waiver"). The PIN Waiver will remain in effect until revoked by the account owner. Telephone Service is subject to the GCI privacy policy posted at http://www.gci.com/customer_care/privacy_rights.htm.

(N)

2.3.3 UNUSUAL INSTALLATION COSTS

Customers requesting special conditions/special requirements, involving unusual construction or installation costs, will be charged the difference between the usual and customary charges and the charges associated with the unusual construction.

(L)

(L) Matter relocated to Original Sheet No. 54.1.

(L)

RCA No. 489 Original Sheet No. 54.1

Canceling

_____ Sheet No. _____

GCI Communication Corp.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.4 CHANGE OF OWNERSHIP AND RESPONSIBILITY

(L)

Business customers who wish to retain telephone numbers assigned to a given business when there is a change of ownership and responsibility may request of the Utility for such telephone numbers providing that both buyer and seller sign the proper form which relinquishes all rights and privileges of the telephone number or numbers listed to the seller and assesses responsibility for payment to the buyer for all outstanding tolls associated with the telephone number or numbers.

2.3.5 CONTRACT PERIODS AND TERMINATIONS

A. Contract Periods - Except as otherwise provided, the initial (or minimum) period for all services and facilities is one month at the same location.

Where monthly construction charges, as provided in the various Rates Section (as defined in Section 1.2) are involved, such charges are payable monthly for five years.

(L)

(L) Matter relocated from 2nd Revised Sheet No. 54.

Tariff Advice No. 486

Effective: June 6, 2008

Issued by: GCI Communication Corp.

By: _____

Title: Tariffs and Licenses Manager

Canceling

GCI Communication Corp.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.5 CONTRACT PERIODS AND TERMINATIONS (Cont'd)

B. Termination of Service - Service may be terminated prior to the expiration of the initial contract period upon notice being given to the Utility ten days in advance in writing and upon payment of the termination charges in addition to all charges due for service which has been furnished.

1. In the case of service for which the initial contract period is one month, the charges due for the balance of the initial month.
2. In the case of construction charges, pursuant to the various Rates Section (as defined in Section 1.2), which are payable monthly for a period of five years, the total monthly payments for the unexpired period less ten percent of such total. (C)
3. In the case of special equipment for which the initial contract period is in excess of one month at the same location, such proportion of the sum of the cost of the equipment and of its installation, plus the cost of removal, less the salvage value of the equipment removed, as the unexpired portion of the initial contract period bears to the full contract period. (C)

2.3.6 DISCONTINUANCE OF SERVICE

Customers desiring to disconnect primary telephone service must so advise the Utility at least two (2) full business days in advance of the date they wish service disconnected.

Should a customer fail to so advise the Utility, the Utility shall have the right to bill the customer for service until the date the service is actually disconnected.

Tariff Advice No. _____

Effective: _____

Issued by: GCI Communication Corp.

By: _____

Title: Tariffs and Licenses Manager

Canceling

_____ Sheet No. _____

GCI Communication Corp.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.7 MAINTENANCE AND REPAIRS

The Utility will bear all ordinary expense of maintenance and repair unless otherwise specified in this Tariff. In case of loss, damage, or destruction of any of the Utility's instruments or accessories, not due to ordinary wear and tear, the customer is held responsible for the cost of replacing the equipment destroyed, or the cost of restoring the equipment to its original condition.

2.3.8 OWNERSHIP AND USE OF THE EQUIPMENT

Equipment, instruments, and lines on customer's premises, furnished by the Utility, shall be and remain the property of the Utility, whose agents and employees have the right to enter said premises at any reasonable hour for the purpose of installing, inspecting or repairing the instruments and lines, and for the purposes of making collections from coin boxes and, upon termination of the service, for the purpose of removing such instruments and lines. Such equipment is not to be used for performing any part of the work of transmitting, delivering or collecting any telephone message where any toll or other consideration has been or is to be paid any party other than the Utility, without the written consent of the Utility.

2.3.9 POWER SUPPLY

It is the responsibility of the customer to provide a suitable supply of commercial power, including outlets, when and where the Utility requires it for the operation of any equipment on the customer's premises.

2.3.10 RIGHT OF ACCESS

The Utility or underlying carrier, through its authorized employees, shall have the right of access to a customer's premises to install, remove, inspect or repair its lines and equipment, at any reasonable hour.

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Tariff Advice No. _____
By: _____

Effective: February 4, 1997
Title: Tariffs and Licenses Manager

RCA No. 489 Original Sheet No. 57

Canceling

_____ Sheet No. _____

GCI Communication Corp.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.11 CUSTOMER COMPLAINTS

- A. General - A complaint as referred to herein is a report or series of reports concerning telephone service, a dispute concerning a billing or computation thereof, or any other contest concerning practices, charges and/or services of the Utility which has not been satisfactorily resolved within a reasonable amount of time. Routine trouble reports shall not be considered a complaint or application of this tariff schedule.

- B. Submission of Complaints - A complaint may be oral or in writing. However, the Utility may require that the complaint be submitted in written form. All written complaints shall be sent to GCI Customer Service Dept., 2550 Denali Street, Suite 500, Anchorage, AK 99503.

- C. Disposition of Complaints - All complaints shall set forth the name, address and telephone number of the complaining party, the nature of the complaint, supporting facts, including pertinent dates, and the remedy requested. Within forty-five (45) days of a written complaint's receipt, a letter of determination will be sent to the complainant. This letter of determination will, in general, state the subscriber's complaint, the Utility's finding, any applicable tariff text or Utility policy and any adjustment or action to be taken to resolve the complaint.

If the complaint has not been resolved to the parties' satisfaction, further action can be taken by appeal to the Alaska Public Utilities Commission.

Tariff Advice No. _____

Effective: February 4, 1997

Issued by: GCI Communication Corp.

By: _____

Title: Tariffs and Licenses Manager

Canceling

_____ Sheet No. _____

GCI Communication Corp.

2. GENERAL REGULATIONS

2.4 ESTABLISHMENT OF CREDIT, DEPOSITS AND PAYMENT ARRANGEMENTS

2.4.1 ESTABLISHMENT OF CREDIT

Each applicant for service may be required to establish credit before service is provided. When the applicant's credit is satisfactory to the Utility, no deposit will be required. If an applicant's credit is not satisfactory, an advance payment or deposit will be required.

The Utility is not obligated to furnish telephone service to an individual or firm that owes for service (residential or business) previously rendered at the same or different address, until arrangements have been made to liquidate such previous telephone indebtedness to the Utility.

In order to insure the payment of all charges due for its service, the Utility may require any customer to establish and maintain his credit in one of the following ways:

1. By furnishing a Utility payment bond (minimum \$500.00).
2. Establishing a satisfactory payment record with the Utility by not having telephone service disconnected for non-payment of a billing for a period of one year (twelve consecutive billings) and not having more than two occasions when a bill payment has been delinquent during the same period.
3. Providing a cash deposit.

A. New Applicants

1. Applicants for service who have had no previous account with the Utility may establish credit by supplying credit references acceptable to the Utility. When the credit references are acceptable, no deposit may be required.

2. Applicants who are unable to furnish acceptable credit references may be required to make advance payment or deposit.

Issued by: GCI Communication Corp.

By: _____

Title: Tariffs and Licenses Manager

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Canceling

_____ Sheet No. _____

GCI Communication Corp.

2. GENERAL REGULATIONS

2.4 ESTABLISHMENT OF CREDIT, DEPOSITS AND PAYMENT ARRANGEMENTS

(Cont'd)

2.4.1 ESTABLISHMENT OF CREDIT (Cont'd)

B. Re-Establishment of Credit

1. A customer who fails to pay a bill for service may be required to pay said bill and to re-establish credit by making a deposit.
2. The Utility may require an existing customer to make a deposit or increase a deposit if increased usage warrants such action or if the customer's payment record is unsatisfactory.

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Utility's requirements as to the prompt payment of bills on presentation nor constitute a waiver or modification of the regular practices of the Utility providing for the discontinuance of service for non-payment of any sums due the Utility for service rendered. The Utility may discontinue service to any customer failing to pay bills without regard to the fact that such customer has made a deposit with the Utility to secure payment of such bills or has furnished the Utility with the guarantee in writing of such bills.

Telephone service will not be provided to locations where the business operations or activities at the locations are of a temporary nature unless adequate security for all billings is first provided to the Utility. Temporary services covered by the provisions of this section include, but are not limited to, service to political campaign offices, carnivals and construction sites.

An applicant for temporary service who has not established a satisfactory payment record shall, in addition to any other requirements to this section, furnish a cash deposit or utility payment bond adequate to cover an estimated bill for exchange and toll charges for two normal billing periods. The estimate of toll charges shall be made by the Utility based on prior experience with similar temporary services. Deposit requirements for temporary service may be increased if conditions warrant.

Issued by: GCI Communication Corp.

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Title: Tariffs and Licenses Manager

Canceling

GCI Communication Corp.

2. GENERAL REGULATIONS

2.4 ESTABLISHMENT OF CREDIT, DEPOSITS AND PAYMENT ARRANGEMENTS

(Cont'd)

2.4.2 Deposits and Credits

(T)

The Utility may, in order to safeguard its interests, require an applicant or customer to make deposit to be held by the Utility as a guarantee of the payment of charges. Such deposit will be the equivalent of up to two months estimated charges for the service provided.

At such time as the service is terminated, the amount of the deposit is credited to the customer's account and any credit balance which may remain is refunded within sixty (60) days after discontinuance. At the option of the Utility such a deposit may be refunded or credited to the customer at any time prior to the termination of service.

In no event will the Utility retain a customer's deposit longer than two years, providing that in the interim the Utility has not been forced to disconnect that customer's service for reasons of delinquency in payment of charges, and that the customer has not been delinquent in payment more than once in any 12 consecutive months.

Interest on customer deposits in excess of \$100 for recurring monthly service will be paid at the legal rate; alternatively, if the deposit is placed in an interest bearing account, the Utility will pay the interest rate of the interest bearing account.

When an application for telephone service has been cancelled prior to establishment of service, the deposit will be applied to any charges applicable in accordance with the tariff schedules and the excess portion of the deposit will be returned.

Tariff Advice No. 81

Effective: November 27, 2000

Issued by: GCI Communication Corp.

By: _____

Title: Tariffs and Licenses Manager

RCA No. 489 Original Sheet No. 60.1

Canceling

_____ Sheet No. _____

GCI Communication Corp.

2. GENERAL REGULATIONS

2.4 ESTABLISHMENT OF CREDIT, DEPOSITS AND PAYMENT ARRANGEMENTS

(Cont'd)

2.4.2 Deposits and Credits (Cont'd)

B. Credits

A customer who terminates their service with the company will receive a refund of any credit amount, not including deposits, within ninety (90) days of inactivating their accounts.

(N)

(N)

Tariff Advice No. 81

Effective: November 27, 2000

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By: _____

Title: Tariffs and Licenses Manager

Canceling

GCI Communication Corp.

2. GENERAL REGULATIONS

2.4 ESTABLISHMENT OF CREDIT, DEPOSITS AND PAYMENT ARRANGEMENTS

(Cont'd)

2.4.3 Rendition of Bills

- A. Regular bills will be due within 30 days from the date they are rendered. An additional 15 days will be granted prior to termination of service by the Utility.
- B. Monthly recurring charges and non-recurring charges are billed to the customer monthly in advance.
- C. The bill will be considered as rendered when postmarked by a U.S. Post Office, addressed to the addressees at which service is or was last being rendered, or to another mailing address as specified by the customer.
- D. Under some circumstances, the Utility will notify the customer of amounts due the Utility on an interim statement issued prior to the customer's regular monthly statement date. The interim statement will notify the customer of the disconnect date. The disconnect date may be the same as the delinquent date stated on the customer's interim statement. If the bill is not paid on or before the disconnect date, service will be denied without further notice.

Interim statement may be sent to the customer in the event of excessively large toll charges and when a customer's payment check is returned to the Utility by the bank on whose account the check was written.

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(L)

(L) Matter relocated to Original Page 61.1

Tariff Advice No. 133

Effective: March 18, 2002

Issued by: GCI Communication Corp.

By: _____

Title: Tariffs and Licenses Manager

Canceling

GCI Communication Corp.

2. GENERAL REGULATIONS

2.4 ESTABLISHMENT OF CREDIT, DEPOSITS AND PAYMENT ARRANGEMENTS (Cont'd)

2.4.3 Rendition of Bills (Cont'd)

E. Billing Format Alternatives

This service allows customer to choose their preferred billing format for the invoices they receive. Descriptions of the alternatives are as follows:

1. Paper Invoices printed on paper.
2. Disk Invoices written to computer PC diskettes, 5 ¼ inch or 3 ½ inch.
3. On-Line Account information, including payment option, is provided on-line through web access.

See Section 6.1 for rates.

(L)

2.4.4 Payment for Service

- A. The customer is responsible for payment of all charges for services furnished the customer.
- B. Payment of bills for telephone service shall be made by mail or to a duly authorized collector of the Utility. All charges are payable in lawful money of the United States only.

(L) Matter relocated to Original Page 143.4.

Tariff Advice No. 294

Effective: November 22, 2004

Issued by: GCI Communication Corp.

By: _____

Title: Tariffs and Licenses Manager

Canceling

_____ Sheet No. _____

GCI Communication Corp.

2. GENERAL REGULATIONS

2.4 ESTABLISHMENT OF CREDIT, DEPOSITS AND PAYMENT ARRANGEMENTS

(Cont'd)

2.4.4 Payment for Service (Cont'd)

- C. Any deposit for re-establishment of service is payable before service is restored.
- D. If service is interrupted for non-payment, the filed restoral charge must be paid prior to service being re-established. During the period of interruption, the regular monthly charge will continue.
- E. Extended payment arrangements may be granted to customers by the Utility for a period of not to exceed 180 days. An extension of customer credit will be based on the following criteria:

(C)(D)
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- 1. Payment history for past six months, i.e., record of returned checks, average day pay, partial payments in conjunction with length of service with the Utility.
- 2. Magnitude of outstanding bill in comparison to the average monthly bill.
- 3. Existence of deposit equal to current amount due plus one month's estimated billing.
- 4. Credit stability, i.e., length of employment (for residential service), length of business establishment (for business service).
- 5. Existence of a guarantor for the customer's account. Any guarantor must have at least a six-month record of satisfactory payments to the Utility.
- 6. Extenuating and/or emergency situations which will be determined by a Utility Supervisor.

(D)

Based on the above criteria, credit may be extended to the customer if arrangements are made to pay the outstanding bill within 180 days. Subsequent monthly billings are not included in this arrangement and must be kept current. If the customer fails to comply with the payment arrangements mutually agreed upon by the Utility and the customer, service will be denied without further notice.

Issued by: GCI Communication Corp.

By: _____

Title: Tariffs and Licenses Manager

Canceling

GCI Communication Corp.

2. GENERAL REGULATIONS

2.4 ESTABLISHMENT OF CREDIT, DEPOSITS AND PAYMENT ARRANGEMENTS (Cont'd)

2.4.5 Disputed Bills

In the event of a dispute involving a customer's bill, the customer's service shall not be disconnected for non-payment of that portion of the bill under dispute pending an investigation by the Utility. If the Utility determines, following such an investigation, that service has been provided the customer pursuant to Utility tariff, and the Utility has provided the customer with available substantiating information and the dispute remains unresolved, the Utility may then disconnect the service. If the dispute is not resolved to the customer's satisfaction, the Utility will notify the customer that a complaint may be filed with the Alaska Public Utilities Commission under 3 AAC 48.120 or 3 AAC 48.130 and will provide the customer with the telephone number and address of the Commission. Upon the Commission's request, telephone service will not be suspended or disconnected because of an amount involved in a complaint which is before the Commission.

2.4.6 Returned/Declined Payment Methods

In all cases, the Utility will attempt to notify the customer of the pending charge and previous balances through direct and written contact. If the bill is not paid within seven (7) business days after the date of notification, the Utility may deny service without further notice. When the following payments methods are not honored, the customer's account is considered delinquent and subject to the associated late fee and finance charges.

See Section 6.2 for rates.

(L)

(L) Matter relocated to Original Page 143.4.

Tariff Advice No. 294

Effective: November 22, 2004

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By: _____

Title: Tariffs and Licenses Manager

Canceling

GCI Communication Corp.

2. GENERAL REGULATIONS

2.4 ESTABLISHMENT OF CREDIT, DEPOSITS AND PAYMENT ARRANGEMENTS

(Cont'd)

2.4.7 Delinquent Accounts

Delinquent accounts are accounts that are unpaid on the second bill cycle date. Delinquent accounts with incur the following charges:

Finance Charge: Monthly bills will include a line item assessing a finance charge on the delinquent portion of the invoice (excluding any prior finance charge assessments). The finance will continue to accrue during the entire period of delinquency, up to an annual maximum.

Late Charge: Each time an account goes from current to delinquent, the first monthly bill of delinquency will include a line item assessing a late fee.

See Section 6.3 for rates.

(L)

(L) Matter relocated to Original Page 143.4.

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By: _____

Title: Tariffs and Licenses Manager

Canceling

GCI Communication Corp.

2. GENERAL REGULATIONS

2.4 ESTABLISHMENT OF CREDIT, DEPOSITS AND PAYMENT ARRANGEMENTS

(Cont'd)

(D)
(D)

2.4.8 Denial of Service

A. Right to Deny Service

The right to deny service for cause, as contained in this tariff, may be exercised whenever and as often as the cause occurs. Neither delay nor omission on the part of the Utility in enforcing this rule at any time will constitute waiver of the Utility's right to enforce this rule at another time as long as legitimate cause exists to deny service.

B. Temporary Disconnect

Service which has been denied in accordance with the above rules and regulations will be classified by the Utility as a temporary disconnect.

C. Termination of Service

If a customer fails to pay a delinquent balance, to comply with a Utility request to establish credit, or to correct other tariff violations cited as the reason for temporary disconnection of service within ten (10) working days after the date of temporary disconnect, service will be terminated without further notice.

Once service has been terminated in accordance with this tariff, it will be re-established only after a new application for service is received and approved by the Utility.

Tariff Advice No. 104

Effective: December 3, 2001

Issued by: GCI Communication Corp.

By: _____

Title: Tariffs and Licenses Manager

Canceling

GCI Communication Corp.

2. GENERAL REGULATIONS

2.4 ESTABLISHMENT OF CREDIT, DEPOSITS AND PAYMENT ARRANGEMENTS

(Cont'd)

2.4.9 Termination of Service for Cause

A. Non-payment - Denial and Restoral of Service

Monthly bills shall be considered past due if they are not paid within twenty-two (22) days of invoicing. If payment is not received within forty-seven (47) days from the initial bill invoicing, a written notice, bringing the matter to the attention of the customer, will be sent to the customer by the Utility. If payment is not received within sixty (60) days from the initial bill invoicing, the customer will be disconnected. The Utility will attempt to make personal contact by telephone prior to disconnection. A Non-Sufficient Funds check is considered evidence of nonpayment.

The cutoff dates are illustrated as follows:

- 1) A customer receives a bill dated June 10.
- 2) The customer receives another bill dated July 10. At this point, the bill is 8 days past due.
- 3) The customer receives a written notice dated July 17.
- 4) Utility will attempt to make personal contact by telephone between July 18 and August 10.
- 5) The customer will be disconnected on August 10, if no payments are made.

Delinquent accounts are accounts that are unpaid in the second bill cycle.

Tariff Advice No. 316

Effective: February 11, 2005

Issued by: GCI Communication Corp.

By: _____

Title: Tariffs and Licenses Manager

RCA No. 489 Original Sheet No. 65.1

Canceling

_____ Sheet No. _____

GCI Communication Corp.

2. GENERAL REGULATIONS

2.4 ESTABLISHMENT OF CREDIT, DEPOSITS AND PAYMENT
ARRANGEMENTS

(Cont'd)

2.4.9 Termination of Service for Cause (Cont'd)

B. Former Indebtedness

The Utility may refuse to extend service to an applicant who has an overdue account with GCI for previous service until payment in full is made. This section applies to former customers who apply for membership directly, or through some agency or relationship.

Tariff Advice No. 76

Effective: October 24, 2000

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By: _____

Title: Tariffs and Licenses Manager

Canceling

GCI Communication Corp.

2. GENERAL REGULATIONS

2.4 ESTABLISHMENT OF CREDIT, DEPOSITS AND PAYMENT ARRANGEMENTS

(Cont'd)

2.4.9 Termination of Service for Cause (Cont'd)

C. Abuse or Fraudulent Use

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

(N)

(N)

(N)

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

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Title: Tariffs and Licenses Manager

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2. GENERAL REGULATIONS

2.4 ESTABLISHMENT OF CREDIT, DEPOSITS AND PAYMENT ARRANGEMENTS

(Cont'd)

2.4.10 Restoration of Service

When service has been denied in accordance with these rules and regulations and is temporarily disconnected, it may be restored when the cause of the denial has been corrected.

A. Service Restoration Time Frame and Charges

After service has been temporarily disconnected, when the cause of the denial has been corrected, and any applicable restoration charges paid, the service will be restored no later than 24 hours after the Utility has confirmed that the cause of the denial has been corrected excepting weekends and designated Utility holidays. For message telecommunication service, if service is temporarily disconnected due to non-payment of delinquent balance and/or violation of other tariff sections, Customers who are eligible for restoration of service may request the same telephone number, if available. (N/C) (D)

B. Correction of Cause

When service has been denied or is about to be denied for the reasons listed below, it can be corrected as follows:

1. Non-Payment of Delinquent Balance - All outstanding charges - delinquent or billed - must be paid in full or satisfactory arrangements must be made with the Utility to pay the charges.

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2. GENERAL REGULATIONS

2.4.10 Restoration of Service (Contd.)

B. Correction of Cause (Contd.)

- 2. Failure to Establish Credit - Application forms must be completed and signed by the customer and any required deposit must be paid.
- 3. Violation of Other Tariff Sections - The customer must comply with all requirements of the Utility's written notice of violation. (C)
- 4. Extenuating Circumstances - Requirements necessary to correct denial of service based on extenuating circumstances will be determined by a Utility Supervisor. The customer must comply with those requirements. (N)

2.5 CUSTOMER OWNED AND MAINTAINED EQUIPMENT

2.5.1 General

Customer Owned and Maintained Equipment which is in compliance with the requirements of Volume X, Part 68, of the Federal Communication Commission's (FCC's) Rules and Regulations may be connected to the switched network in conjunction with all services other than party line service and coin service.

The Utility may make changes in its equipment, operations, or procedures where such action is not inconsistent with Volume X, Part 68, or the FCC's Rules and Regulations.

Ringer equivalence of Customer Owned and Maintained Equipment connected to the same line will not exceed the allowable maximum for that line as determined by the Utility.

(C)
—
(N)
—
(L)
—
(L)

L₁ - Moved from within this page to L₂

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_____ Sheet No. _____

GCI Communication Corp.

2. GENERAL REGULATIONS

2.5 CUSTOMER OWNED AND MAINTAINED EQUIPMENT (Cont'd) (L₁)

2.5.2 Responsibility of the Utility

In the event any changes contemplated by the Utility can be reasonable expected to render any customer's terminal equipment incompatible with the Utility's communications facilities, or require modification or alteration of such terminal equipment, or otherwise materially affect its use or performance, the customer shall be given adequate notice in writing, to allow the customer an opportunity to maintain uninterrupted service.

Customer's service may be disconnected by the Utility if Customer Owned and Maintained Equipment is causing harm to the Utility's facilities.

The Utility shall not be responsible for the installation, operation, or maintenance of any customer owned equipment. The facilities of the utility are not represented as adapted to the use of customer owned equipment and where such customer owned equipment is connected to the Utility's facilities, the responsibility of the Utility shall be limited to the furnishing of facilities suitable for telecommunication service and to the maintenance and operation of such facilities in a manner proper for such service; subject to this responsibility, the Utility shall not be responsible for the through transmission of signals generated by the customer owned equipment or for the quality of, or defects in, such transmission, or the reception of signals by the customer owned equipment. (L₂)

2.5.3 Responsibility of the Customer

In compliance with Volume X, Part 68, of the FCC Rules and Regulations, Customer Owned and Maintained Equipment may be used in conjunction with all services other than party line service and coin service. The customer shall notify the Utility of each line to which said equipment is to be connected and shall notify the Utility when such equipment is permanently disconnected.

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Canceling

GCI Communication Corp.

2. GENERAL REGULATIONS

2.5 CUSTOMER OWNED AND MAINTAINED EQUIPMENT (Cont'd)

2.5.3 Responsibility of the Customer (Cont'd)

The customer will also provide the Utility with the FCC registration number or the FCC grandfathered model number and ringer equivalence number of the customer owned equipment.

All combinations of customer owned equipment, registered or non-registered, including, but not limited to, wiring shall be installed, operated, and maintained in compliance with requirements set forth in Volume X, Part 68, of the FCC Rules and Regulations. No combination of customer owned equipment, registered or non-registered, including, but not limited to, wiring shall cause electrical hazards to Utility personnel, interfere with the operation of, or cause harm to, the Utility's equipment or facilities, or interfere with service of persons other than the user of such equipment.

Upon notice from the Utility that the equipment of the customer is causing or is likely to cause such interference or hazard, the customer shall make such changes as may be necessary to remove or prevent such interference or hazard.

The customer shall be responsible for payment of all Utility charges for visits by the Utility to the customer's premises where a service difficulty or trouble results from Customer Owned and Maintained Equipment. The amount to be charged will be computed as set forth in the various Rates Section (as defined in Section 1.2). (C)

2.5.4 Violation of Tariffs

Except as set forth in Volume X, Part 68, of the FCC Rules and Regulations, where any customer owned equipment is used in violation of any of the provisions of this Tariff, the Utility will take such immediate action as is necessary for the protection of its facilities and network and will promptly notify the customer of the violation.

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2. GENERAL REGULATIONS

2.5 CUSTOMER OWNED AND MAINTAINED EQUIPMENT (Cont'd)

2.5.4 Violation of Tariffs (Cont'd)

The customer shall discontinue use of the equipment or correct the violation and shall confirm in writing to the Utility within 10 days following the receipt of written notice from the Utility, that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the Utility within the time stated, shall result in termination of the customer's service until such time as the customer complies with the provisions of these tariffs.

2.5.5 Utility Liability

The use of customer owned equipment for the transmission and/or reception of data or speech signals is permitted only on the condition that the liability of the Utility for damages arising out of mistakes, omissions, interruptions, delays, or errors or defects in transmissions, or failure or defects in the equipment occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, or of the Utility in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays, or errors or defects in transmission, or failure or defects in the equipment occur.

The customer indemnifies and holds the Utility harmless against claims of libel, slander, or infringement of copyright arising from material transmitted over its facilities, against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Utility, apparatus and systems of the customers and against all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Utility.

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By: _____

Title: Tariffs and Licenses Manager

Canceling

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2. GENERAL REGULATIONS

2.6 LAW ENFORCEMENT RATES AND REGULATIONS

GCI has a policy of always working with Law Enforcement Agencies. In order for a smooth working relationship, GCI wishes to outline the following policy:

A law enforcement agency needs to provide GCI with a search warrant, subpoena or court order (herein the Request) for the requested records.

GCI will acknowledge (by phone) receipt of the Request within 2 business days. If the law enforcement agency does not receive acknowledgement of receipt within 2 business days, this indicates that GCI has not received the Request.

GCI will produce call records for the prior six months within one week of the request date. GCI will produce call records older than six months within one month of the request date. If GCI is unable to meet the timeframes stated in this policy, the requesting Agency will be notified of such delay in writing.

If the request is for customer information (name, address, social security number etc.) the request will be handled within 15 business days.

See Section 6.4 for rates. (L)

Submission of requests: (L1)

Requests for information from Law Enforcement Agencies should be sent to:

GCI Records Custodian
800 E. Dimond, Suite 3-213
Anchorage, AK 99515
FAX 907-868-6831

(L1)

(L) Matter relocated to Original Page 143.5.

(L17) Matter relocated from Original Page 71.2.

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RCA No. 489 1st Revised Sheet No. 71.2

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Original Sheet No. 71.2

GCI Communication Corp.

2. GENERAL REGULATIONS

RESERVED FOR FUTURE USE

(C)

(L)



(L)

(L1)



(L1)

(L) Matter relocated to 1st Revised Page 71.1.

(L1) Matter relocated to Original Page 143.5.

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