

## Prepaid Customer Agreement

Your Prepaid Calling Plan, phone features, these Terms and Conditions, any Addenda, and our Acceptable Use Policy, are all part of our Agreement with you providing prepaid wireless services. This Agreement covers important rights and obligations, including how long the Agreement lasts, our rights to change terms of your prepaid wireless service, limitations on liability, your privacy rights, and settlement of disputes by arbitration instead of in court. **This Agreement will apply to all your prepaid wireless services with us.** Paragraphs marked with a "\*\*\*\*" below continue to apply even after our Agreement ends.

**\*\*\*Legal Capacity; Accepting our Agreement.** You represent that you're at least 18 years old and have the legal capacity to enter into and be bound by this Agreement. If you are entering this Agreement on behalf of an organization, you represent that you have authority to bind it, and "you" includes the organization. You accept our Agreement when you do any of the following: (a) sign the Agreement on paper or electronically; (b) accept the Agreement through an oral or electronic statement; (c) use our prepaid wireless voice or data service; or (d) pay for our prepaid wireless services.

**Your Wireless Phone and Service.** Your wireless phone is any device you use to receive our wireless voice or data services. Your wireless phone must comply with Federal Communications Commission regulations, be certified for use on our network, and be compatible with your service. We may change your phone's software, applications or programming remotely and without notice. This could affect data you've stored on, or the way you program or use your phone. Your phone may also be "locked" by software that restricts its use on other networks, even if you no longer have service with us. We are not responsible for any modifications you make to your phone or its software. Wireless phones use radio transmissions, so we can't provide service when your phone isn't in range of our transmission sites. Even within our coverage areas, there are many factors, including system capacity, network limitations, modifications, repairs, weather, terrain, obstructions, interferences and other factors, that may result in gaps or interruptions in service or which affect quality of service. Our coverage area maps do not guarantee you service at any specific location, and they may change without notice. Roaming occurs whenever your wireless phone uses a transmission site outside our coverage area or uses another company's wireless network. Roaming is blocked on Alaska Prepaid Plans.

**\*\*\*Your Calling Plan, Usage Charges, Fees and Taxes; Our Rights.** The Calling Plan selected by you is part of our Agreement and is binding on you. It specifies your available minutes and features, any usage limits and overage charges, the coverage areas of the plan and charges, and was made available to you at the time you accepted this Agreement and is also posted on our website, [alaskacomunications.com](http://alaskacomunications.com). To the extent any condition in your calling plan expressly conflicts with this Agreement, your Calling Plan will govern. You agree to pay all access, usage, and other charges, surcharges, fees and taxes that you or that the user of your wireless phone incurs, even if you weren't the user of your wireless phone and didn't authorize its use. These may include Federal Universal Service charges, and may also include other regulatory or administrative charges or surcharges related to our government costs, in addition to your calling plan monthly charges. The amounts and what's included are subject to change. We do not give advance notice of changes to these items. You may have to pay additional fees to begin service or reconnect suspended or terminated service under your plan. Depending on your prepaid calling plan, usage charges, including airtime, long distance, roaming, and excessive data use charges may apply and may vary depending on where, when, and how you make or receive calls or use the data service. We charge airtime for almost all calls, including toll-free and operator-assisted calls. We round up any fraction of a minute of use to the next full minute. Airtime charges may be delayed. Delayed airtime charges will then be applied against future minutes. Additional features and services such as operator or directory assistance, Voice Mail, Text Messaging, data services and wireless Internet access, may have additional charges. **Your service is subject to our business policies and procedures (including our Acceptable Use Policy), which are posted on our website and may change without notice. Unless prohibited by law, we may also change prices and any other terms of our Agreement by providing you notice prior to the time in which the changes will go into effect or by posting the change on our website. If you choose to use your wireless service after the changes take effect, you accept the changes.**

**Service Term.** You're not agreeing to maintain service with us for any minimum term. Instead, you can cancel service at any time. However, if you cancel, you will not be entitled to any refund of any amounts that you have prepaid for unused service. (If you buy your wireless phone from an agent or third-party vendor, you

should check to see if they charge a separate termination fee.) Expiration date of service is reached 30 days after initial account payment. To continue the service, you need to pay the monthly service charge by the

expiration date. If your payment is late, your monthly service will expire on the same date it would have had you paid timely. In other words, you will have to pay the full charge even though you do not get the full 30 days of service. If payment is not made within 60 days after expiration, your account will be cancelled. Any unused account balance is forfeited upon cancellation. A service activation fee and new wireless phone number will be required to reactivate service.

**Phone Number; Portability.** Coverage maps do not guarantee you service to any specific location and may change without notice. You don't have any ownership rights to any wireless telephone number, personal identification number, email address, or other identifier we assign you, and we may change them at anytime, with or without notice. You have the right to transfer ("port") your wireless phone number to another service provider. If we receive a request from your new service provider to port your number, and we port it, we'll treat it as notice from you to terminate our service. You will then be responsible for all fees and charges incurred on your device prior to the termination.

**If Your Wireless Phone is Lost or Stolen.** If your wireless phone is lost or stolen you must notify us immediately, so that we can suspend your service for your protection. If your phone was used after the loss but before you reported it to us, you are responsible for that usage.

**Our Rights to Limit or End Service or This Agreement.** You may not resell our service to someone else. **We can, without notice, limit, suspend, or terminate your service or our Agreement with you for this or any other good cause,** including, but not limited to: (i) if you: (a) breach this agreement; (b) violate our Acceptable Use Policy; (c) provide incorrect credit information; (d) become insolvent or go bankrupt; or (e) lie to us; or (ii) if you, any user of your phone, or any authorized contact on your account: (a) threatens, harasses or commits violence against our representatives, or uses vulgar and/or inappropriate language toward our representatives; (b) steals from us; (c) damages or interferes with our operations; (d) "spams," or engages in other abusive messaging, calling or data transfers; (e) tampers with or modifies your phone from its manufacturer's specifications, applications or software; (f) uses the service or phone in a way that is illegal, consumes excessive system resources or otherwise adversely affects our network or other customers; or (g) violates our business policies and procedures. Alaska Communications has the right to suspend, slow, or terminate your service for data use in excess of 5 GB in a 30 day period, unless your plan provides otherwise. In the above cases, you will not be entitled to a refund for unused services. We can also temporarily limit your service for any operational or governmental reason. If you file for bankruptcy, our rights to limit, suspend, or end your service or our Agreement with you will be governed by bankruptcy law.

**Third-party Services.** Many services and applications offered through your phone may be provided by third parties. Some of these services and applications, which you may block or restrict at no cost, may involve charges for which you will be billed. The amount and frequency of the charges will be disclosed when you agree to the charges. Before you use, link to or download a service or application provided by a third party, you should review the terms of such service or application and applicable privacy policy. Personal information you submit may be read, collected or used by the service or application provider and/or other users of those forums. Alaska Communications is not responsible for any third-party information, content, applications or services you access, download, or use on your device.

**\*\*\*Disclaimer of Warranties.** We make no representations or warranties, express or implied, including, to the extent permitted by applicable law, any implied warranty of merchantability or fitness for a particular purpose concerning your service or your wireless phone. We make no warranty as to areas of coverage and we don't promise uninterrupted or error-free service. We authorize no one, including our employees or agents, to make any warranties on our behalf.

**\*\*\*Waivers and Limitations of Liability.** To the extent permitted by law, our liability for monetary damages for any claims you may have against us is limited to no more than the pro-rated cost for the period your service is interrupted, except that we shall have no liability for any disruption or loss of service that lasts less than 24 continuous hours. Each of us agrees that



we are not liable to the other for any indirect, consequential, incidental, punitive or special damages of any nature whatsoever arising out of or related to providing or failing to provide services, including, but not limited to your lost profits, loss of business, lost or altered data, or cost of replacement products or services. Alaska Communications adheres to our Privacy Policy, which may be reviewed on our web site at [alaskacommunications.com](http://alaskacommunications.com), but is not liable for breaches of security or unauthorized access or alteration of yours or other users' voice or data content by third parties. These limitations apply regardless of the theory of liability, whether fraud, misrepresentation, breach of contract, tort, personal injury, products liability, or any other theory. These limitations also apply to any claims you may bring against our suppliers or licensors, to the extent we would be required to indemnify the supplier or licensor for your claim. You also agree we aren't liable for any losses due to missed or deleted voice mails or text messages, even if you've saved them, or for any other information or data that may be modified, lost or deleted from any cause. You agree to indemnify us for any claim resulting from your use or misuse of our services, unless caused by gross negligence or willful misconduct of Alaska Communications.

**\*\*\*Dispute Resolution and Mandatory Arbitration.** We agree to settle all disputes between us by binding arbitration or in small claims court, if applicable. 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. We will attempt to resolve our dispute informally. Any dispute between us that cannot be resolved after 45 days will be finally resolved by a single neutral arbitrator in accordance with the Federal Arbitration Act. You understand that there is no judge or jury in an arbitration, and you will have no right to either. Each party must be individually named in the arbitration. Our Agreement does not permit arbitrations on behalf of a class. If for any reason this prohibition on class arbitrations is held invalid or unenforceable, our agreement to arbitrate will no longer apply to class actions and they must be brought in court. We both agree to waive any right to a jury trial in any court action. Costs of arbitrations shall be paid in accordance with the arbitrator's final decision.

**\*\*\*Miscellaneous:** A waiver of any part of this Agreement in one or more instances isn't a waiver of any part or any other instance. You can't assign this Agreement or any of your rights or duties under it. We may assign all or part of

this Agreement or your debts to us without notice, and you agree to make all subsequent payments as instructed. You agree that we may provide notice to you by one or more of the following methods: mail addressed to your most recent address, including mail messages or inserts, email, fax, voice or text messages and phone calls to your contact numbers listed on your account, and by posting information on our web site or in newspapers in appropriate situations. You agree to provide notice to us by writing to the Alaska Communications address on our website. If any part of this Agreement is held invalid, that part may be severed from this Agreement and the remainder shall remain in effect so far as possible. This Agreement and the documents referenced in it form the entire Agreement between us in regard to your prepaid Wireless Service. You can't rely on any other documents or oral or written statements of our sales or service representatives or agents, and you have no other rights with respect to service or this Agreement, except as specifically provided in this Agreement or as required by law. This Agreement isn't for the benefit of any third party except Alaska Communications' parent companies, affiliates and successors in interest. This Agreement and any disputes covered by it are governed by federal law and the laws of the State of Alaska, without regard to its conflicts of law rules.

**\*\*\*Your Customer Proprietary Network Information "CPNI":** Under federal law, you have the right and we have a duty, to protect the confidentiality of certain personal information that we obtain solely by virtue of providing your telecommunications services. This information, called CPNI, includes information that relates to the quantity, technical configuration, type, destination, location, and amount of your use of our service and related information. It does not include your name, address or telephone number. We may use your CPNI to provide or market our wireless products and services to you, to protect Alaska Communications' rights or property, to provide information to emergency personnel, and to protect you or others from fraudulent, abusive, or unlawful use of our services. We also may use your CPNI to comply with any law or legal process (such as a court order or subpoena). **In addition, with your explicit "opt in" consent, we may use your CPNI to market additional Alaska Communications services to you, either on our own or in conjunction with third parties. Your "opt in" consent remains in effect unless withdrawn or revoked by you, which you can do at any time by contacting us at 1-800-808-8083. Your choice to grant or withdraw your consent will not affect the status of any services you currently have with Alaska Communications.**