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**GENERAL RULES AND REGULATIONS**

XIII. SERVICE INTERRUPTIONS

When a subscriber's service is nonoperative for a period of 48 consecutive hours or more after the Company discovers the outage or has received a report of it, the subscriber to the service will be refunded the pro rata amount of that month's charges for the number of days during which the service was not operating, upon subscriber's request. The refund will appear as a credit on a subsequent bill. (C)

The credit will not apply to "out of service" conditions resulting from the willful neglect, misuse or abuse by the customer. The credit will not apply to "out of service" conditions where the outage is in the customer's inside wire or customer's premises equipment. This credit will not apply to "out of service" conditions resulting from natural disasters, fire, extreme weather conditions such as flooding, earthquake or circumstances beyond the Company's control. This credit also will not apply to "out of service" conditions where service has been temporarily or permanently discontinued for nonpayment of bills.

XIV. SPECIAL SERVICE

Customer requests for services not covered in the General Exchange Tariffs will be filled if practicable. Any installation, construction, or monthly charges, therefore, will be based on costs and considered as special charges. Any such installation or construction charge is in addition to standard service connection, move or mileage charges, which may be applicable. All facilities furnished under this paragraph are owned and maintained by the Telephone Company.

XV. ABUSE OR FRAUDULENT USE OF SERVICE

The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:

- (1) The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, message toll telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid payment, in whole or in part, of the regular charge for such service.
- (2) The use of service or facilities of the Telephone Company for call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another.
- (3) The use of profane or obscene language.
- (4) The use of the service in such manner as to interfere unreasonably with the use of the service by one or more other customers.
- (5) Violation of Part 68 of the FCC Rules and Regulations on connection of FCC registered terminal equipment.

XVI. CONCURRENCE WITH MOUNTAIN BELL TELEPHONE COMPANY ON TOLL TARIFFS

Navajo Communication Company will concur with any Mountain Bell Tariff filing concerning Message Toll, Interexchange, Private Line, and WATS.