
**RULES AND REGULATIONS
APPLYING TO ALL CUSTOMERS' CONTRACTS**

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I. APPLICATION OF TARIFF

- A. The rules and regulations contained in this section apply to the service and facilities provided by the Company in the State of Arizona and are in addition to the bylaws of the Company.
- B. Failure on the part of the customer to observe these rules and regulations after due notice of such failure, automatically gives the Company the right to suspend or disconnect service to that customer.
- C. When service and facilities are provided in part by the Company and in part by other connecting companies, the regulations of the Company apply to the portion of the service or facilities furnished by the Company.
- D. In the event of a conflict between any rate, rule, regulation or provision contained in this Tariff and any rate, rule, regulation or provision contained in the tariffs of Companies' in which the Company concurs, the rate, rule, regulation or provision contained in this Tariff shall prevail.
- E. The regulations covering the connection of equipment, accessories or facilities provided and maintained by the customer are contained in other sections of this Tariff.

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II. AVAILABILITY OF FACILITIES

The Company's obligation to furnish, or continue to furnish, telecommunications service is dependent upon its ability to obtain, retain, and maintain, without unreasonable expense, suitable rights-of-way and facilities, and to provide for the installation of those facilities required to furnish and maintain that service.

III. CUSTOMER SERVICE AND PROTECTION

This part of the Rules and Regulations section of the Tariff provides information to telephone consumers about: application for service, refusal of service, the classification of business and residential rates, deposits, billing, disconnection of service, cancellation of service, and resolving disputes with the Company.

A. Application for Service

1. The Company may obtain the following minimum information from each new applicant for service:
 - a. Name or names of applicant(s)
 - b. Tribal Enrollment Number or Social Security Number
 - c. Service address or location and telephone number
 - d. Billing address, if different than service address
 - e. Address and telephone number where service was provided previously
 - f. Date applicant will be ready for service
 - g. Indication of whether premises have been supplied with telephone utility service previously

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III. CUSTOMER SERVICE AND PROTECTION (Continued)

A. Application for Service (Continued)

1. The Company may obtain the following minimum information from each new applicant for service: (Continued)
 - h. Class of service to be provided
 - i. Indication of whether the applicant is owner or tenant of or agent for the premises
2. In the absence of a signed application or contract for service, the supplying of telephone service by the Company and the acceptance thereof by the customer shall be deemed to constitute an agreement by and between the Company and the customer for furnishing and receiving telephone service under the Company's applicable rates and provisions.
3. The Company reserves the right to require application for service to be made in writing on forms supplied by it. Applicants are required to pay in advance, at the time application is made, the fee and a deposit if required.
4. The Company may require a new applicant for service to appear at the Company's place of business to produce proof of identity and sign the Company's application form.
5. Application for service, or requests from customers for additional service or changes in the grade or class of service become contracts when received by the Company and are subject to the minimum contract term of one month unless specified otherwise.

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III. CUSTOMER SERVICE AND PROTECTION (Continued)

A. Application for Service (Continued)

6. The Company will transmit to affected customers, by the most economic means available, a summary of any change in the Company's tariff affecting those customers. If rates are increased, the customer may cancel his contract upon reasonable written notice and upon payment for all services and any contractual liability.

7. After an applicant has complied with the Company's application and deposit requirements and has been accepted for service by the Company, the Company shall schedule that customer for service connection and/or establishment.

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III. CUSTOMER SERVICE AND PROTECTION (Continued)

B. Refusal of Service

1. The Company may refuse to establish service if any of the following conditions exist:
 - a. A condition exists which in the Company's judgment is unsafe or hazardous to the applicant, the general population, or the Company's personnel or facilities.
 - b. The applicant is indebted to the Company in respect to an account for telephone service or service calls and the applicant has not made arrangements satisfactory to the Company for payment. However, in the event the applicant's indebtedness is in dispute, the applicant shall be served upon complying with deposit requirements (see Paragraph F of this Section).
 - c. Refusal by the applicant to provide the Company with a deposit when the customer has failed to meet the credit criteria for waiver of deposit requirements.
 - d. Failure of the customer to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the customer and which have been specified by the Company as a condition for providing service.
 - e. Applicant falsifies his or her identity for the purpose of obtaining service.
2. In the event that the Company refuses to serve an applicant under the provisions of these rules, the Company must inform the applicant of the basis of its refusal.

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III. CUSTOMER SERVICE AND PROTECTION (Continued)

C. Application of Business or Residence Rates

1. Business rates apply at the following locations:
 - a. In offices, stores, factories, and all other places of a strictly business nature;
 - b. In boarding houses (except as noted below), offices of hotels, halls and offices of apartment buildings, quarters occupied by clubs, or lodges, public, private or parochial schools, colleges, hospitals, libraries, churches, and other similar institutions, except in churches and lodges as specified below;
 - c. At residence locations when the customer has no regular business telephone, and the use of the service either by himself, members of his household or his guests, or parties calling him can be considered as more of a business than a residential nature. This fact might be indicated by some form of advertising or when such business use is not typically characteristic of residential telephones usage and occurs during times when, in compliance with the law or established custom, business places are ordinarily closed;
 - d. At residential locations where the service is located in a shop, office or other place of business;
 - e. In college fraternity houses where the members lodge within the house; and/or
 - f. At any location where the location and expected usage of telephone service at that location are indicative of a business, trade or profession.

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III. CUSTOMER SERVICE AND PROTECTION (Continued)

C. Application of Business or Residence Rates (Continued)

2. Residence rates apply at the following locations:
 - a. In a private residence where business listings are not provided;
 - b. In private apartments of hotels, rooming houses or boarding houses where service is confined to the customer's use and which are not advertised as a place of business;
 - c. In the place of residence of a clergyman, physician, nurse or other medical practitioner provided the office is located in their residence and is not a part of an office building. In any such cases, the listing may indicate the customer's profession, but only in connection with an individual name. If listings of firms or partnerships, etc., or additional listings of persons not residing in the same household are desired, business rates apply;
 - d. In a private stable or garage when strictly a part of a domestic establishment;
 - e. In churches where the service is not accessible for public use as in a clergyman's study, and/or
 - f. In fire department dormitories or sleeping quarters where the telephone number is not published, and the telephone is not available for use by the general public.

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III. CUSTOMER SERVICE AND PROTECTION (Continued)

D. Advance Payments

When making application for service, the applicant may be required to pay, at the time the application is accepted, the service connection charge, if applicable, and the first month's charges for exchange service, excluding charges for local messages in excess of the monthly guarantee. This provision does not apply if a deposit is collected. In all cases, the regular monthly charges for service are payable as specified in this Tariff. The provisions of this paragraph affect the initial payment only and not the subsequent billing and collecting practices as elsewhere provided in this Tariff.

E. Deposits

The following provisions summarize the principal features of the Company's rules on deposits:

1. The Company may require a residential applicant for service to establish satisfactory credit, but establishment of credit shall not relieve the customer from complying with rules for prompt payment of bills.
2. Requirements for Permanent Residential Applicants

The Company shall not require a deposit from a new applicant for residential service if the applicant is able to meet any of the following requirements:

- a. The applicant has had continuous telephone service of a comparable nature with another company within the past two (2) years and was not delinquent in payment more than once during the last 12 consecutive months or disconnected for nonpayment.

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III. CUSTOMER SERVICE AND PROTECTION (Continued)

E. Deposits (Continued)

The following provisions summarize the principal features of the Company's rules on deposits: (Continued)

2. Requirements for Permanent Residential Applicants (Continued)

The Company shall not require a deposit from a new applicant for residential service if the applicant is able to meet any of the following requirements: (Continued)

- b. The applicant can produce a letter regarding credit or verification from a telephone company where service of a comparable nature was last received which states that the applicant had a timely payment history at time of service discontinuation, and that the applicant has no outstanding liability from prior service.

3. Requirements for Non-Residential Applicants

If the credit of a non-residential applicant for service has not been established satisfactorily to the Company, the applicant may be required to make a deposit.

4. Reestablishment of Credit

The Company may require a residential customer to establish a deposit if the customer becomes delinquent in the payment of 2 or more bills within a 12-consecutive-month period, or has been disconnected for service during the last 12 months.

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III. CUSTOMER SERVICE AND PROTECTION (Continued)

E. Deposits (Continued)

5. Amount of Deposit

The amount of deposit required by the Company shall be determined according to the following terms:

- a. Residential customer deposits shall not exceed 2 times that customer's estimated average monthly bill or the average monthly bill for the customer class for that customer whichever is greater.
- b. Nonresidential customer deposits shall not exceed 2 1/2 times that customer's estimated maximum monthly bill.
- c. The Company may review the customer's usage after service has been connected and adjust the deposit amount based upon the customer's actual usage.
- d. The Company will issue a receipt to the applicant for the deposit.

6. Interest on Deposits

- a. The Company will pay interest on customer deposits at an annual rate of five percent (5%).
- b. Payment of the interest to the customer shall be annually if requested by the customer or at the time the deposit is returned or credited to the customer's account.
- c. The deposit shall earn interest from the date paid and shall cease to draw interest on the date it is returned or credited to the customer's account.
- d. If the deposit is returned or credited to the customer within 30 days of receipt, no interest payment shall apply.

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III. CUSTOMER SERVICE AND PROTECTION (Continued)

E. Deposits (Continued)

7. Refund of Deposit

- a. When the residential customer has paid bills for service for twelve (12) consecutive billings without having service disconnected for non-payment of a bill and without paying bills late more than twice and when the customer is not delinquent in the payment of current bills, the Company shall refund the deposit plus accrued interest to the customer in the form of cash or credit to the customer's bill or void the guarantee, or provide written documentation that the contract has been voided.
- b. If the customer does not meet these refund criteria, the deposit and interest or letter of guarantee may be retained.

8. Guarantees of Residential Customer Accounts

- a. A guarantee between the Company and a guarantor must be in writing and shall be for no more than the amount of deposit the Company would require on the applicant's account. The amount of the guarantee shall be clearly indicated in the signed agreement.
- b. The guarantee shall be voided and returned to the guarantor according to the refund of deposit guidelines in this Tariff.
- c. Upon default by a residential customer, the guarantor shall be responsible for the unpaid balance of the account up to the amount agreed to in the written agreement. The Company shall provide written notification to the guarantor of the customer's default, the amount owed, and the due date for the amount owed.

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III. CUSTOMER SERVICE AND PROTECTION (Continued)

E. Deposits (Continued)

8. Guarantees of Residential Customer Accounts (Continued)

- d. The Company may transfer the amount owed on the defaulted account to the guarantor's own service bill provided the guaranteed amount owed is identified separately on the bill.
- e. The Company may disconnect service to the guarantor for nonpayment of the guaranteed amount only if the disconnection was included in the terms of the written agreement and only after proper notice.

F. Billing and Payment for Service

- 1. The customer is responsible for payment for services and facilities monthly in advance and shall pay for toll messages and service charges when billed. In addition, the customer is responsible for any charges that may be applicable to a guarantee of deposit as provided in Subparagraph E. Failure to receive a bill does not relieve the customer of the responsibility for payment.
- 2. All bills for service are due and payable at the office of the Company on or before the 20th (twentieth) day following the post marked date of the statement of the month in which the bill is rendered. Bills may also be paid via the Internet. Credit cards are accepted for bill payments at the office of the Company and the Internet.

After the 20th day, bills are delinquent and subject to termination policy. If the bill is not paid when due, the Company may charge a late payment penalty of 1.5% for bills that are over \$15.00 and the Company may apply any deposit towards the outstanding balance.

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III. CUSTOMER SERVICE AND PROTECTION (Continued)

F. Billing and Payment for Service (Continued)

3. Disputed Bills

- a. Any customer who disputes a portion of a bill rendered for the Company service shall notify the Company that such amount is in dispute prior to the delinquent date of the bill.
- b. The Company shall make an appropriate investigation and report the results to the customer within five (5) working days of the receipt of a written dispute notice.
- c. The Company may not suspend or disconnect service for nonpayment of disputed amounts pending completion of the review. However the customer remains responsible for all non-disputed amounts.
- d. Once the customer has received the results of the Company's investigation, the customer shall submit payment within five (5) working days to the Company for any disputed amounts owed to the Company. Failure to make payment shall be grounds for termination of service.
- e. The Company shall keep a record of all complaints for a period of one year subsequent to the final settlement of the complaint which shall show the name and address of the complainant, the date and nature of the complaint, the disposition of the complaint and a copy of any correspondence between the Company and the customer.

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III. CUSTOMER SERVICE AND PROTECTION (Continued)

F. Billing and Payment for Service (Continued)

4. Deferred Payment Plan

- a. If a residential customer, including a guarantor of any residential customer expresses an inability to pay all of his or her bill, he or she may request a Deferred Payment Plan with the Company. All deferred payment plans shall be in writing. A deferred payment plan may include a finance charge as approved by the Board of Directors of the Company.
- b. A residential customer who desires a deferred payment plan shall establish the agreement prior to the Company's scheduled termination date for non-payment of bills. If such customer fails to execute a deferred payment agreement prior to the scheduled termination date, the Company may disconnect service.
- c. If a residential customer enters into a deferred payment plan, the residential customer's service will not be disconnected if:
 - (1) The customer pays a reasonable amount of the outstanding bill at the time the deferred payment plan starts.
 - (2) The customer pays all future bills for service in accordance with the Company's rules and regulations.
 - (3) The customer pays the outstanding bill in installments of a period not to exceed six (6) months.

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III. CUSTOMER SERVICE AND PROTECTION (Continued)

F. Billing and Payment for Service (Continued)

4. Deferred Payment Plan (Continued)

d. When determining deferred payment plan payment schedule, the Company will consider:

- (1) Size of the delinquent account
- (2) Customer's ability to pay
- (3) Customer's payment history
- (4) Length of time the debt has been outstanding
- (5) Circumstances which resulted in the debt being outstanding
- (6) Any other relevant factors

e. Any applicant or one for whom an application is made, owing the Company for service furnished under a former contract, shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid before any additional service will be furnished.

f. If a customer fails to fulfill the terms of a deferred payment agreement, the Company may disconnect service and will not offer subsequent deferred payment plans prior to disconnection.

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III. CUSTOMER SERVICE AND PROTECTION (Continued)

F. Billing and Payment for Service (Continued)

5. Adjustment of Charges - If billings for telephone service are found to differ from the Company's lawful rates for the service purchased by the customer, the Company shall calculate a billing adjustment.

a. Billing Adjustment for Over-Billing

A refund will be made by the Company for the full amount of excess charges when the amount can be determined.

b. Billing Adjustment for Under-Billing

The Company reserves the right to backbill for the deficiency charges up to a period of three years.

6. Adjustments of Charges for Service Interruptions

In the event a customer's service is interrupted other than by the negligence or willful act of the customer and remains out of order for twenty-four (24) hours or longer after access to the premises is made available and after the customer reports to the Company that the service is out of order, the Company shall make an appropriate adjustment to the customer's bill.

The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the customer shall be the pro rata part of the month's flat-rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for telephone service. No allowance for interruption of service will be made for any period in which such service interruption is caused by malfunction or failure of customer-owned equipment.

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III. CUSTOMER SERVICE AND PROTECTION (Continued)

G. Termination of Service by Subscriber's Request

1. Service may be terminated prior to the expiration of the minimum contract period upon notice being given to the Company, and upon payment of any applicable termination charges, in addition to any applicable charges due for service which has been furnished.
2. In the case of service for which the minimum contract period is one month, termination will require that charges due for the balance of the minimum period be paid.
3. In the case of directory listings where the listing has appeared in the directory or where a non-listed or non-published listing has been properly omitted, the charges are due to the end of the directory period, except that in the following cases charges will be continued only to the date of the termination of the extra listing or proper omission with a minimum charge of one month.
 - a. The contract for the main service is terminated.
 - b. The listed party becomes a subscriber to some other class of exchange service.
 - c. The listed party moves to a new location.
 - d. The listed party dies.
4. For special equipment, the charges will be based on the individual circumstances in each case as agreed upon at the time of installation.

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III. CUSTOMER SERVICE AND PROTECTION (Continued)

G. Termination of Service by Subscriber's Request (Continued)

5. Contracts covering services for periods longer than one month, whose installation required line extensions, may be terminated upon payment of all charges that would accrue to the end of the contract period, or the contract will be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original subscriber.
6. Service may be terminated after the expiration of the initial contract period, upon the Company being notified, and upon payment of all charges due to the date of termination of service.

H. Termination of Service by the Company

1. Termination of Service with Notice.
 - a. Telephone service may be terminated after proper notice for any of the following reasons:
 - (1) Failure to pay a bill for charges that are in the Company's tariff, or make deferred payment arrangements by the date of termination;
 - (2) Violations of the Company's tariffs and/or violation of the Company's rules and regulations;
 - (3) Failure to meet or maintain the Company's credit and deposit arrangements;
 - (4) Customer breach of contract for service between the Company and the customer;

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III. CUSTOMER SERVICE AND PROTECTION (Continued)

H. Termination of Service by the Company

1. Termination of Service with Notice.
 - a. Telephone service may be terminated after proper notice for any of the following reasons:
 - (5) Failure of the customer to provide the Company reasonable access to its equipment or property;
 - (6) When necessary for the Company to comply with an order of any governmental agency having such jurisdiction; and
 - (7) Unauthorized resale of equipment or service.
 - b. Proper notice consists of a separate mailing or hand delivery at least five (5) days prior to the stated date of termination.
 - c. The notice shall contain:
 - (1) The name of the person who service is to be terminated and the telephone number where service is provided.
 - (2) Company rule or regulation that was violated and an explanation thereof or the amount of the bill which the customer has failed to pay in accordance with the Company rules.
 - (3) The date on or after which service may be terminated.
 - (4) The Company contact number for the customer to call to inquire about deferred billing to avoid termination of service.

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III. CUSTOMER SERVICE AND PROTECTION (Continued)

H. Termination of Service by the Company (Continued)

1. Termination of Service with Notice (Continued)

- d. The Company will not issue a termination notice earlier than the first day a customer's bill becomes delinquent. Such notice shall be considered to be given to the customer when a copy thereof is left with the customer or posted first class in the United States mail, addressed to the customer's last known address.
- e. If after the period of time allowed by the notice has elapsed and the delinquent account has not been paid nor arrangements made with the Company for the payment thereof or in the case of a violation of the Company's rules the customer has not satisfied the Company that such violation has ceased, the Company may then terminate service on or after the day specified in the notice without giving further notice.
- f. The Company may terminate service on a temporary basis by discontinuing the customer's line access at the central office. The Company shall have the right (but not the obligation) to remove any or all of its property installed on the customer's premises upon the termination of service.

2. Termination of Service without Notice

Telephone service may be terminated notice under the following conditions:

- a. The existence of an obvious hazard to the safety or health of the consumer or the general population or the Company's personnel or facilities; or
- b. The Company has evidence of tampering or evidence of fraud.

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III. CUSTOMER SERVICE AND PROTECTION (Continued)

H. Termination of Service by the Company (Continued)

3. Termination of Service Prohibited

The Company may not terminate service for any of the following reasons:

- a. Delinquency in payment for services rendered to a prior customer at the premises where service is being provided, except in the instance where the prior customer continues to reside on the premises; or
- b. Failure of the customer to pay for services or equipment;
- c. Residential service may not be disconnected due to nonpayment of a bill related to another class of service;
- d. Failure to pay for a bill to correct a billing error if the customer agrees to pay over a reasonable period of time;
- e. Failure to pay the bill of another customer as guarantor thereof unless guarantor does not make acceptable payment arrangements; or
- f. Disputed bills where the customer has complied with the Company's rules on complaints.

4. Collection costs.

The customer is responsible for all collection costs, including attorney's fees, incurred by the Company as a result of any breach of contract by the customer.

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III. CUSTOMER SERVICE AND PROTECTION (Continued)

I. Restoration of Service

1. Service charges, as set forth in Section 2 of this Tariff, are applicable where service has been terminated for failure to establish credit or for failure to pay a regular bill. The Company may request the customer to submit cash, money order or cashier's check in payment of bill and reconnection charges, and not accept a personal check or moneys not guaranteed, when the history of a customer warrants such action.
2. If the customer's service has been terminated and the deposit applied to the balance of the account, it will be necessary to reapply for telephone service as a new applicant and customer.
3. No allowance will be made for loss of service during the period service is disconnected for nonpayment, if payment is made and service reconnected before the completion of an order to terminate the service. Subsequent to the completion of an order to terminate service, it may, at the option of the Company, be reestablished only on the basis of a new application.

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III. CUSTOMER SERVICE AND PROTECTION (Continued)

J. Service Interruptions

1. If the Company plans to interrupt service for more than four (4) hours to perform necessary repairs or maintenance, the Company will attempt to inform affected customers at least 24 hours in advance of the scheduled date and estimated duration of the service interruption.
2. In the event of a national emergency or local disaster resulting in disruption of normal service, the Company may interrupt service to other customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

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IV. USE OF SERVICE AND FACILITIES

A. Use of Service

1. Local exchange telephone service is furnished only for use by the customer, his family, employees or business associates, or persons residing in the customer's household.
2. The customer is responsible for payment of all charges incurred, regardless of whether such charges are associated with his usage, or that of any of his authorized users.
3. Local residence exchange service may not be resold or used to provide access to resold or shared customer-premises key equipment. Local business exchange service may not be resold or used to provide access to resold or shared customer premises key or switching equipment, intraLATA Long Distance Message Telecommunications Service and intraLATA Wide Area Telecommunications Service.
4. Transmitting Messages - The Company does not transmit messages but offers the use of its facilities for communications between its customers. If because of transmission difficulties, the operator repeats messages between subscribers, the operator is deemed acting as an agent of the subscriber.
5. Use of Lines of Other Companies - When suitable arrangements can be made, lines of other telephone companies may be used in establishing connections to points not reached by the Company's lines. In establishing connections with the lines of other companies, the Company is not responsible or liable for any action of the connecting company.

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IV. USE OF SERVICE AND FACILITIES (Continued)

A. Use of Service (Continued)

6. Unauthorized Attachments or Connections - No equipment, accessory, apparatus, circuit or device shall be attached to or connected with Company facilities except as provided in this Tariff. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, to suspend service during the continuance of said attachment or connection or to disconnect service. The customer shall be held responsible for the cost of correcting any impairment of service caused by the use of such attachments or connections and shall be billed for each service call made to his premises because of the use of such attachments or connections.

7. Except as otherwise provided in this Tariff, nothing herein shall be construed to permit the use of a device to interconnect any Company-owned line or channel with any other communications line or channel of the Company or of any other person.

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IV. USE OF SERVICE AND FACILITIES (Continued)

B. Obligations of Customers

1. Each customer shall be responsible for safeguarding all Company property installed in or on the customer's premises for the purpose of supplying service to that customer.
2. Each customer shall be responsible for maintaining in safe operating condition all customer provided equipment and fixtures. The customer may not rearrange, remove, or disconnect any Company equipment without consent of the Company.
3. Each customer shall exercise all reasonable care to prevent loss or damage to Company property, excluding ordinary wear and tear. The customer shall be responsible for loss of or damage to Company property on the customer's premises arising from neglect, theft, carelessness, or misuse and shall reimburse the Company for the cost of necessary repairs or replacements.
4. Each customer shall be responsible for payment for any equipment damage and/or use resulting from unauthorized use, interfering or tampering of the Company's equipment on the customer's premises.
5. Each customer shall notify the Company of any equipment failure identified in the Company's equipment.
6. The subscriber agrees to notify the Company of any alterations that will necessitate changes in the Company's wiring, and the subscriber agrees to pay the Company's current charges for such changes.

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IV. USE OF SERVICE AND FACILITIES (Continued)

C. Rights of the Company

1. Work Performed on an Overtime Basis - The charges specified in this Tariff do not contemplate work being performed by Company employees at a time when overtime wages apply due to the request of the customer. If the customer requests that overtime labor be performed, an additional charge, based on the additional costs involved, applies.
2. Work Interruption - The charges specified in this Tariff do not contemplate work once begun being interrupted by the customer. If the customer interrupts work once begun, an additional charge, based on the additional costs involved, applies.
3. Ownership - Any facilities on the customer's premises furnished by the Company shall be and remain the property of the Company, whose agents and employees have the right to enter said premises at any reasonable hour for the purpose of installing, terminating, inspecting, maintaining or repairing service, and making collections from pay telephones.
4. Impairment of Telephone Service - When the general telephone service to the public is impaired by a customer's use of telephone service, or service directly incident thereto, the Company shall have the right to require the customer to contract with the Company for such additional facilities as may be necessary in the Company's judgment to remove the cause of said impairment, or if the customer refuses this requirement or will not remedy the situation, to suspend or disconnect service completely.
5. Installations at Hazardous Locations - If the installation and maintenance of service are requested at locations which are or may be hazardous or dangerous to the Company's employees or to the public or to property, the Company may refuse to install and maintain such service. If such service is furnished, the Company may require the customer to install and maintain such service and may also require the customer to indemnify and hold the Company harmless from any claims, loss or damage by reason of the installation and maintenance of such service.

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IV. USE OF SERVICE AND FACILITIES (Continued)

C. Rights of the Company (Continued)

6. Abandonment of Telephone Service - The Company may suspend or disconnect service that has been abandoned.
7. Abuse of Telephone Service - After giving the customer a reasonable opportunity to remedy the situation and after giving proper notice, the Company may terminate service that is used:
 - a. In such a way that interferes with the service of other telephone users;
 - b. For any purpose other than as a means of communication;
 - c. To communicate profane or obscene language;
 - d. For a call or calls, anonymous or otherwise, if made in a manner which reasonably could be expected to frighten, abuse, torment or harass another;
 - e. In any fraudulent or unlawful manner;
 - f. In manner which violates any of the Company's lawful regulations; or
 - g. to obtain a customer's listed name, address or telephone number from Directory Assistance for any purpose other than to facilitate the making of a telephone call.

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IV. USE OF SERVICE AND FACILITIES (Continued)

C. Rights of the Company (Continued)

8. Telephone Directories - The Company normally publishes telephone directories annually. The Company distributes to its customers without charge one telephone directory. One additional directory or information requested by a customer will be furnished without additional charge, if the Company agrees that such provision will make the customer's use of telephone service more efficient. Any additional directories will be furnished at a reasonable rate.
9. Directory Assistance - The Company will list each customer with directory assistance after service connection, except those numbers unlisted at the request of the customer.

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IV. USE OF SERVICE AND FACILITIES (Continued)

C. Rights of the Company (Continued)

10. Telephone Numbers

a. The Company reserves the right to change the telephone number or numbers assigned to a customer or the central office designation associated with such telephone number or numbers, or both, as reasonably appropriate in the conduct of its business. The customer has no property right in any number or central office designation assigned by the Company.

b. When existing service is continued for a new customer, the telephone number assigned to the former customer may be retained by the new customer only:

(1) If the former customer consents and properly notifies the Company in writing.

(2) If arrangements acceptable to the Company are made by the new customer to pay all outstanding charges against the service to the Company.

11. Taxes - The Company will charge and collect any privilege, sales or use tax or impositions based on gross revenues. The tax requirements charged and collected will be in addition to normal rates and charges.

12. Indiscriminate Use of Facilities - The Company may refuse to furnish service or require upgrading of services provided to any subscriber who allows indiscriminate use of Company's facilities, except in case of emergencies.

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IV. USE OF SERVICE AND FACILITIES (Continued)

D. Liability of the Company

1. Given the customer's exclusive control of his communications over Company-provided facilities, and of the other uses for which Company facilities may be furnished, and because errors incident to the service and the use of facilities are unavoidable, the services and facilities furnished by the Company are subject to the terms, conditions and limitations specified herein.
2. The Company's failure to provide or maintain facilities under this Tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's control, subject to the interruption allowance provisions by this Tariff.
3. Defacement of Premises - No liability shall attach to the Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Company's facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the sole negligence of the Company or its employees.
4. Errors - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer or any others, for damages arising from errors or omissions in the making up or printing of its directories or in accepting listings as presented by customers or prospective customers, the Company's liability, if any, shall not exceed the amount paid for local exchange service during the period covered by the directory in which the error or omission occurred.

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