



4380 Boulder Highway • Las Vegas, Nevada 89121-3002
702/547-8000 • Fax 702/547-8073 • Toll Free 888/569-4667 Customer Service 800/772-4667

July 12, 2005

VIA OVERNIGHT DELIVERY

RECEIVED

JUL 13 2005

PUBLIC SERVICE
COMMISSION

Beth O'Donnell, Executive Director
Commonwealth of Kentucky
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602

Re: NOS Communications, Inc.'s Response to questions posed by the Kentucky PSC in administrative case no. 2005-00186 under Order dated June 22, 2005.

Dear Ms. O'Donnell:

On behalf of NOS Communications, Inc. ("NOS") we hereby submit an original and five (5) copies of our response to the Appendix and the Attorney General's data requests in Administrative Case No. 2005-00186. As an initial matter, NOS wishes to clarify that we currently do not market any unlimited calling plans in Kentucky and none of our Kentucky customers are receiving an unlimited calling plan at the present time.

Appendix

Question 1: Does the utility offer a plan that is described, named or marketed as "unlimited"? If yes, identify and describe the plan and provide copies of the tariff sheets on which the plan can be found.

NOS Response to Question 1: NOS offers a residential unlimited calling program which it markets under the d/b/a names of 011 Communications and International Plus. The unlimited residential calling plan includes: Unlimited domestic state-to-state (Interstate) long distance, unlimited instate (Intrastate) long distance, and unlimited local toll calls, directly dialed from home; Basic line charges and features, and voicemail.

Every 011/International Plus customer receives a welcome package referencing the tariff on file and the applicable terms and conditions. The welcome package has been provided in Attachment A. The unlimited calling program is tariffed both in NOS' Local Exchange Tariff No. 4 and in its resold end-user long distance communications tariff (P.S.C. Ky. No. 3). Tariff sheets explaining the terms and conditions of this service have been provided in Attachment B.

Question 2: If the utility has an "unlimited" plan, are there use restrictions or other limitations on the plan? If yes, describe these restrictions and reference the utility's tariff.

NOS Response to Question 2: There are no use restrictions on NOS' unlimited calling plans. Applicable terms related to this calling plan may be found on the tariff pages appended in Attachment B. The tariff explicitly states that only the following enhanced features are not included in the monthly recurring charge: toll-free calling, international calling, calling card calls, cellular telephone platform calls, remote call forwarding, off premise extensions, WIRE-PRO, PBX, ISDN, Foreign Exchange Numbers, Local Number Portability, non-recurring charges, operator assistance, directory assistance, directory listing options, taxes, surcharges, per use charges and custom calling features.

NOS, where Quality Customer Care is your Right and our Privilege!

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Question 3: How and when are customers or potential customers notified of the limitations on the unlimited plan? Describe the notification.

NOS Response to Question 3: There are no usage limitations on NOS' unlimited calling plan. NOS notifies customers or potential customers of the unlimited calling plan's applicable terms and conditions in the sales presentation and via fax before the customer subscribes to the service (See Attachment C for fax). After subscribing to the service, the customer is also sent a welcome package that discloses the terms and condition of service (See Attachment A).

Question 4: If third parties (agents, telemarketers, consignees, etc.) market, advertise, or otherwise offer end-users the utility's unlimited plan, explain how those "marketers" are required to verify compliance with the notice requirements.

NOS Response to Question 4: NOS has no third parties marketing the unlimited calling plans in Kentucky.

Question 5: Assuming a customer has subscribed to an "unlimited" plan that has use limitations, is the customer notified when the limitations are exceeded? If yes, how is the customer notified?

NOS Response to Question 5: This question is not applicable as NOS does not have use limitations on its unlimited calling plans.

Question 6: How and when are customers notified that changes have been made to the plan?

NOS Response to Question 6: NOS has never made a change to its unlimited calling plans. In the event that a change was to be made, all customers would be notified via bill insert at least 30 days prior to the change taking effect.

Question 7: Are customers able to check the number of minutes they have used in order to determine if they will exceed the plan's limitations?

NOS Response to Question 7: This question is not applicable as NOS does not have use limitations on its unlimited calling plans.

Question 8: Explain why the utility markets, names, or describes a plan as "unlimited" when limits on the plan exist.

NOS Response to Question 8: This question is not applicable as NOS does not have use limitations on its unlimited calling plans.

Question 9: Explain how the utility ensures that the unlimited plan is offered and the rates, terms, and condition of service are applied with discrimination as required by KRS 278.170(1).

NOS Response to Question 9: KRS 278.170(1) prohibits discrimination as to rates or service. 011/IP's unlimited calling plans do not violate this provision. Conditions of this service require that the customer must select and designate NOS Communications, Inc. as its Local Exchange Carrier in order to be eligible to receive this calling plan. The Company is willing to offer the unlimited calling plan to any customer who is willing to comply with the conditions of service/eligibility requirements and is therefore, not discriminatory. The rates charged by NOS for telecommunications services are just and reasonable and have not been deemed to be otherwise by any regulatory body.

Question 10: Provide a summary of all complaints received by the utility regarding any unlimited plans offered in Kentucky since January 1, 2001. Include the date that the complaint was opened, customer class, description of complaint resolution, and date that the complaint was closed.

NOS Response to Question 10: NOS Communications, Inc. has never received a complaint regarding its unlimited calling plans offered in Kentucky. Therefore, a summary has not been provided.

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Attorney General's Data Request

Question 1: Please provide copies of all advertisements, regardless of medium, solicitations, and explanations provided to the public to introduce, explain and/or market any plan labeled or otherwise described as "unlimited." In the event that the medium used is audio or video in nature, a transcript of the same is deemed sufficient.

NOS Response to Question 1: The only solicitation/advertisement provided to the public may be found in Attachment C.

Question 2: Please provide a copy of any and all contracts by customers who have participated or are participating in a plan labeled or otherwise described as "unlimited." This request seeks only a copy of the blank contract(s), not the executed contract for every customer.

NOS Response to Question 2: Customers receiving the unlimited calling program are required to enter into a 12-Month Service Agreement. This 12-Month Service Agreement has been appended here as Attachment D.

An additional copy of this letter and filing also is enclosed. Please date stamp the extra copy and return it in the enclosed prepaid envelope. Should there be any questions with respect to this matter, please contact me at (702) 547-8486.

Respectfully Submitted,



Jessica Renneker
Director of Regulatory Affairs

Cc: Gregory D. Stumbo
Attorney General
1024 Capital Center Drive, Suite 200
Frankfort, KY 40601-8204

Attachment A

NOS Communications, Inc. – Customer Welcome Package

June 30, 2005

Diane Michelin
4380 Boulder Hwy
Las Vegas, NV 89121

Dear Diane Michelin,

Welcome to 011 Communications! Thank you for choosing us to provide you with the highest quality long distance service available! We appreciate your time and participation in our quality assurance provisioning process. This is to ensure that your transition to our long distance service is as smooth and complete as possible.

Please note that our records of your long distance service are independent of those kept by your local service provider. The notice of the changes that you send to your local service provider (including the addition of new lines) will not automatically be forwarded to us. **Therefore, it is especially important that you notify us directly at 888-942-4242 (or fax us at 888-735-5893) when you wish to modify your long distance service, including the addition or deletion of lines.**

At 011 Communications, our Customer Care representatives stand ready to answer all of your questions regarding your account and the long distance services that we provide. These representatives are available from 8:00 AM to 6:00 PM Pacific Time, Monday through Friday. Our toll-free number is 888-942-4242.

You may also wish to confirm the transition of your long distance service for yourself. To do so, simply dial 700-555-8001 from each of the lines that you have transitioned to 011 Communications, and a recording will acknowledge that you are now able to receive 011 Communications' customer-friendly rates!

When you call 888-942-4242 after hours and leave a message, please make sure to leave your name and contact number (including the area code), and we will be in touch with you as quickly as possible. A convenient reminder of important 011 Communications telephone numbers is included in this welcome package.

We look forward to keeping you posted on the exciting new services that 011 Communications will soon be presenting to our customers. In the meantime, thank you for giving us the privilege of serving your tele-communication needs - now and in the future!

Sincerely,
Your 011 Communications
Customer Care Department



Telephone Numbers for 011 Communications

For calls to modify/correct customer line information or for service initiation issues:

Customer Care Department
Fax

888-942-4242

888-735-5893

For inquiries regarding account balances or to add, delete or cancel a line:

Customer Care Department
Fax

888-942-4242

888-735-5893

To confirm the transition of your long distance service to 011 Communications:

Automated Long Distance Carrier Confirmation

700-555-8001

How are we serving you?

The President's Line
Fax

800-704-6482

702-547-8546

TERMS AND CONDITIONS OF SERVICE

Thank you for choosing service from 011 Communications. All services provided to You, our Customer, by Us, 011 Communications, are subject to the terms below, to additional terms incorporated here by reference and to any and all terms applied by tariffs on file and in effect. THE TERMS BELOW, THE REFERENCED TERMS AND, WHERE APPLICABLE, TARIFFS CONTROL ALL ASPECTS OF OUR RELATIONSHIP FOR SERVICES PROVIDED, INCLUDING, BUT NOT LIMITED TO, INTERSTATE, INTRASTATE, INTERNATIONAL, CALLING CARD AND ENHANCED SERVICES AND RATES, BILLINGS AND CHARGES, RATE STRUCTURE, STARTING AND ENDING SERVICE, PRIVACY AND CONFIDENTIALITY, EARLY TERMINATION FEES (IF APPLICABLE), LIMITATIONS OF LIABILITY AND WARRANTY; AND RESOLUTION OF DISPUTES BY ARBITRATION. IN ADDITION TO THE TERMS BELOW, THERE ARE GENERAL TERMS AND CONDITIONS, AS WELL AS SPECIFIC TERMS FOR YOUR SERVICE PLAN, POSTED ON OUR WEBSITE AT WWW.011COMMUNICATIONS.COM; THESE TERMS ARE INCORPORATED INTO THIS AGREEMENT AND ALSO APPLY TO YOU. USE OF 011 COMMUNICATIONS SERVICES CONSTITUTES ACCEPTANCE OF 011 COMMUNICATIONS TERMS AND CONDITIONS.

Services. Depending on Your selected Service Plan, 011 Communications may provide international, state-to-state and in-state long distance, local toll, and toll-free access and calling card services. Originating availability varies by service type. Customers enrolling in 011 Communications mobile service access plan may be subject to activation charge. Please call 888-942-4242 or visit www.011communications.com for details about 011's mobile plan.

Billing and Payment. Service and billing is provided on a monthly basis. All amounts due must be paid by the date stated on Your invoice. Service may continue to be provided until thirty days after Our receipt of a request from You for the discontinuation of Your Service, unless other restrictions apply. You agree to notify Us in advance if You cancel service. You are responsible for making arrangements with other carriers to transition Your services at time of cancellation. 011 Communications may cancel service as set out in Your Service Plan and in the general terms referenced in this Agreement. A surcharge, Gross Receipts Assessment ("GRA") applies to Customers with each monthly invoice. Minimum monthly billing requirements apply to all accounts beginning with customer's second invoice.

Rates and Service Plan Information. Your Service Plan rates and other charges, terms and conditions are posted at www.011communications.com and are also available for review at 4380 Boulder Highway, Las Vegas, NV 89121. You may call the toll-free Customer Care Department number on your invoice for additional information. We may change Your Service Plan in accordance with the Terms posted at www.011communications.com. YOU ARE BOUND BY A 90-DAY TERM PLAN COMMITMENT. YOU MAY REQUEST CANCELLATION AT ANY TIME AFTER 90 DAYS, BUT YOU MUST FOLLOW THE PROCEDURES IN THE TERMS OF THIS AGREEMENT.

Monthly Service Fees. Customer is responsible for paying all monthly service fees, which apply to their account. Monthly service fee amounts contingent upon level of account activity. For specific terms regarding your service plan, including monthly service fees, please visit www.011communications.com or call 888-942-4242.

"Free Invoice" Loyalty Credit Offerings: You may receive a credit equal to the average actual long distance charges of previous applicable invoices. Enrollment is required by calling the toll-free Customer Care Department number on your invoice after your service initiation and prior to your promotional invoice and thereafter prior to each additional promotional invoice. Delinquent accounts are not eligible for free invoice credits. Credit shall not exceed current long distance charges of invoice receiving invoice credit. Promotional and discount offerings subject to availability and change. Other credits may apply per your Plan details.

Changes to Terms and Conditions. 011 Communications reserves the right to change its rates, charges, and all other terms and conditions from time to time. These changes will be posted at www.011communications.com before they become effective.

Notice of these changes also may be obtained by calling the toll-free Customer Care number on your invoice. YOUR CONTINUED USE OF THE SERVICES CONSTITUTES YOUR AGREEMENT TO 011 COMMUNICATIONS' RATES, TERMS AND CONDITIONS IN EFFECT AT THE TIME YOU USE THE SERVICES.

Indemnification. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR AFFILIATES AND AGENTS AND ANY OTHER RELATED SERVICE PROVIDER, HARMLESS FROM THIRD PARTY CLAIMS OR DAMAGES RELATING TO THIS AGREEMENT OR OUR PROMISES OR STATEMENTS MADE IN IT AND USE OF THE EQUIPMENT OR SERVICE UNLESS DUE TO OUR GROSS NEGLIGENCE. YOU ALSO AGREE TO PAY OUR REASONABLE ATTORNEYS' AND EXPERT WITNESS' FEES AND COSTS INCURRED IN ENFORCING THIS AGREEMENT THROUGH APPEAL, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT. IT IS YOUR RESPONSIBILITY TO CONFORM TO ALL LAWS OR REGULATIONS GOVERNING YOUR USE OF OUR SERVICES AND YOU WILL INDEMNIFY US FROM CLAIMS ARISING FROM ANY SUCH USE WHETHER LAWFUL OR NOT. THIS PARAGRAPH WILL SURVIVE TERMINATION OF THIS AGREEMENT.

Resolution of Disputes/Arbitration. Both 011 Communications and You agree to use reasonable, good faith efforts to first resolve any dispute that may arise, without resort to litigation. Any invoice not disputed or otherwise contested within thirty (30) days of Our mailing to You is deemed correct and is binding on You. You are required to pay the undisputed portion of the invoice in its entirety. If You dispute any portion of an invoice, You must (i) notify Us in writing at the address on your invoice, (ii) mark the outside of the envelope "Billing Dispute", and (iii) send it to Us at Our address provided on the invoice. You may also contact Our Customer Care Department at the number listed on your invoice. If You do not meet these requirements completely, You will waive any objection. ALL DISPUTES, OTHER THAN THOSE RAISED BEFORE GOVERNMENT REGULATORY AGENCIES, THAT CANNOT BE RESOLVED BETWEEN US WILL BE SUBJECT TO BINDING ARBITRATION BEFORE A SINGLE ARBITRATOR AND PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION WITH ARBITRATION TO OCCUR IN LAS VEGAS, NEVADA. THE PARTIES AGREE THAT THEIR DISPUTES WILL BE RESOLVED INDIVIDUALLY AND SHALL NOT BE ADJUDICATED ON A CONSOLIDATED OR CLASS BASIS. The arbitrator(s) shall apply the law of Nevada, without regard to choice of law provisions, and may award declaratory relief, preliminary and permanent injunctive relief, and proven direct damages, so long as consistent with the terms of this Agreement. The Parties further agree to waive, to the fullest extent permitted by law, any claim for incidental, consequential, punitive, reliance or special damages, including but not limited to, lost profits, advantage, savings or revenues of any kind. To the extent applicable law prohibits the waiver of such damages and if an arbitrator decides to award such damages, damages shall be limited to the total amount of service charges You have paid during the affected period.

Availability/Interruption. We do not warrant or represent that the Service will operate without interruption or that it will operate continuously. The Service We offer is subject to necessary facilities and equipment being available from other carriers. We may have to make operational adjustments such as change the code or phone number assigned to or used by You or the technical specifications of the Service, or interrupt the Service to perform tests and inspections or for operational or emergency reasons, or to install equipment, or provide information We view as necessary for health or safety, or concerning the quality of the Services We provide.

Limitation of Liability. OUR LIABILITY AND THE LIABILITY OF ANY OF OUR UNDERLYING CARRIERS FOR ANY FAILURE OR MISTAKE WILL IN NO EVENT EXCEED OUR SERVICE CHARGES DURING THE AFFECTED PERIOD. WE ARE NOT LIABLE FOR ANY INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFITS ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE SERVICES AND FACILITIES FURNISHED BY 011 COMMUNICATIONS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. You acknowledge that this agreement and its terms control and that no different or additional terms may be made between you and any 011 COMMUNICATIONS agent or representative. THIS PARAGRAPH WILL SURVIVE TERMINATION OF THIS AGREEMENT.

Customer Service. If You are having a Service or billing problem or inquiry, You can contact Our Customer Care Department at the phone number located on Your invoice.

Use of Service. You agree not to use the Service for any unlawful or abusive purpose or in any way that damages Our property or interferes with or disrupts Our system or other users or that is in any way unlawful, fraudulent or abusive. If You use Toll Free Access Service (TFAS), You are responsible for payment for all calls placed to or via Your 800/888/877/866 or other Toll Free Service numbers.

Charges. You are responsible for paying all charges to Your Account, including but not limited to: access, long distance, local and local toll access, directory and operator assistance charges, airtime, monthly recurring charges, and any taxes (state, local and federal), surcharges, fees, assessments, or recoveries, including the Regulatory Administrative Recovery Charge, determined by Us to be imposed on You or Us as result of use of the Service on Your account or the purchase of goods, including but not limited to: gross receipts taxes, sales taxes and municipal utilities taxes.

Unauthorized Usage. If Your Service is fraudulently used, You must immediately notify Us and provide Us with the documentation and information We request (including affidavits and police reports). You are responsible for all charges made to Your Account, until You notify Us of the unauthorized usage and provide the full details as requested.

June 30, 2005

Diane Michelin
4380 Boulder Hwy
Las Vegas, NV 89121

Dear Diane Michelin,

Welcome to International Plus! Thank you for choosing us to provide you with the highest quality long distance service available! We appreciate your time and participation in our quality assurance provisioning process. This is to ensure that your transition to our long distance service is as smooth and complete as possible.

Please note that our records of your long distance service are independent of those kept by your local service provider. The notice of the changes that you send to your local service provider (including the addition of new lines) will not automatically be forwarded to us. **Therefore, it is especially important that you notify us directly at 800-317-8733 (or fax us at 888-735-5893) when you wish to modify your long distance service, including the addition or deletion of lines.**

At International Plus, our Customer Care representatives stand ready to answer all of your questions regarding your account and the long distance services that we provide. These representatives are available from 8:00 AM to 6:00 PM Pacific Time, Monday through Friday. Our toll-free number is 800-317-8733.

You may also wish to confirm the transition of your long distance service for yourself. To do so, simply dial 700-555-8001 from each of the lines that you have transitioned to International Plus, and a recording will acknowledge that you are now able to receive International Plus' customer-friendly rates!

When you call 800-317-8733 after hours and leave a message, please make sure to leave your name and contact number (including the area code), and we will be in touch with you as quickly as possible. A convenient reminder of important International Plus telephone numbers is included in this welcome package.

We look forward to keeping you posted on the exciting new services that International Plus will soon be presenting to our customers. In the meantime, thank you for giving us the privilege of serving your tele-communication needs - now and in the future!

Sincerely,
Your International Plus
Customer Care Department



Telephone Numbers for International Plus

For calls to modify/correct customer line information or for service initiation issues:

Customer Care Department
Fax

800-317-8733
888-735-5893

For inquiries regarding account balances or to add, delete or cancel a line:

Customer Care Department
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888-735-5893

To confirm the transition of your long distance service to International Plus:

Automated Long Distance Carrier Confirmation

700-555-8001

How are we serving you?

The President's Line
Fax

800-704-6482
702-547-8546

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Services. Depending on Your selected Service Plan, International Plus may provide international, state-to-state and in-state long distance, local toll, and toll-free access and calling card services. Originating availability varies by service type. Customers enrolling in International Plus mobile service access plan may be subject to activation charge. Please call 800-317-8733 or visit www.internationalplus.com for details about International Plus's mobile plan.

Billing and Payment. Service and billing is provided on a monthly basis. All amounts due must be paid by the date stated on Your invoice. Service may continue to be provided until thirty days after Our receipt of a request from You for the discontinuation of Your Service, unless other restrictions apply. You agree to notify Us in advance if You cancel service. You are responsible for making arrangements with other carriers to transition Your services at time of cancellation. International Plus may cancel service as set out in Your Service Plan and in the general terms referenced in this Agreement. A surcharge, Gross Receipts Assessment ("GRA") applies to Customers with each monthly invoice. Minimum monthly billing requirements apply to all accounts beginning with customer's second invoice.

Rates and Service Plan Information. Your Service Plan rates and other charges, terms and conditions are posted at www.internationalplus.com and are also available for review at 4380 Boulder Highway, Las Vegas, NV 89121. You may call the toll-free Customer Care Department number on your invoice for additional information. We may change Your Service Plan in accordance with the Terms posted at www.internationalplus.com. YOU ARE BOUND BY A 90-DAY TERM PLAN COMMITMENT. YOU MAY REQUEST CANCELLATION AT ANY TIME AFTER 90 DAYS, BUT YOU MUST FOLLOW THE PROCEDURES IN THE TERMS OF THIS AGREEMENT.

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Changes to Terms and Conditions. International Plus reserves the right to change its rates, charges, and all other terms and conditions from time to time. These changes will be posted at www.internationalplus.com before they become effective.

Notice of these changes also may be obtained by calling the toll-free Customer Care number on your invoice. YOUR CONTINUED USE OF THE SERVICES CONSTITUTES YOUR AGREEMENT TO International Plus' RATES, TERMS AND CONDITIONS IN EFFECT AT THE TIME YOU USE THE SERVICES.

Indemnification. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR AFFILIATES AND AGENTS AND ANY OTHER RELATED SERVICE PROVIDER, HARMLESS FROM THIRD PARTY CLAIMS OR DAMAGES RELATING TO THIS AGREEMENT OR OUR PROMISES OR STATEMENTS MADE IN IT AND USE OF THE EQUIPMENT OR SERVICE UNLESS DUE TO OUR GROSS NEGLIGENCE. YOU ALSO AGREE TO PAY OUR REASONABLE ATTORNEYS' AND EXPERT WITNESS' FEES AND COSTS INCURRED IN ENFORCING THIS AGREEMENT THROUGH APPEAL, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT. IT IS YOUR RESPONSIBILITY TO CONFORM TO ALL LAWS OR REGULATIONS GOVERNING YOUR USE OF OUR SERVICES AND YOU WILL INDEMNIFY US FROM CLAIMS ARISING FROM ANY SUCH USE WHETHER LAWFUL OR NOT. THIS PARAGRAPH WILL SURVIVE TERMINATION OF THIS AGREEMENT.

Resolution of Disputes/Arbitration. Both International Plus and You agree to use reasonable, good faith efforts to first resolve any dispute that may arise, without resort to litigation. Any invoice not disputed or otherwise contested within thirty (30) days of Our mailing to You is deemed correct and is binding on You. You are required to pay the undisputed portion of the invoice in its entirety. If You dispute any portion of an invoice, You must (i) notify Us in writing at the address on your invoice, (ii) mark the outside of the envelope "Billing Dispute", and (iii) send it to Us at Our address provided on the invoice. You may also contact Our Customer Care Department at the number listed on your invoice. If You do not meet these requirements completely, You will waive any objection. ALL DISPUTES, OTHER THAN THOSE RAISED BEFORE GOVERNMENT REGULATORY AGENCIES, THAT CANNOT BE RESOLVED BETWEEN US WILL BE SUBJECT TO BINDING ARBITRATION BEFORE A SINGLE ARBITRATOR AND PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION WITH ARBITRATION TO OCCUR IN LAS VEGAS, NEVADA. THE PARTIES AGREE THAT THEIR DISPUTES WILL BE RESOLVED INDIVIDUALLY AND SHALL NOT BE ADJUDICATED ON A CONSOLIDATED OR CLASS BASIS. The arbitrator(s) shall apply the law of Nevada, without regard to choice of law provisions, and may award declaratory relief, preliminary and permanent injunctive relief, and proven direct damages, so long as consistent with the terms of this Agreement. The Parties further agree to waive, to the fullest extent permitted by law, any claim for incidental, consequential, punitive, reliance or special damages, including but not limited to, lost profits, advantage, savings or revenues of any kind. To the extent applicable law prohibits the waiver of such damages and if an arbitrator decides to award such damages, damages shall be limited to the total amount of service charges You have paid during the affected period.

Availability/Interruption. We do not warrant or represent that the Service will operate without interruption or that it will operate continuously. The Service We offer is subject to necessary facilities and equipment being available from other carriers. We may have to make operational adjustments such as change the code or phone number assigned to or used by You or the technical specifications of the Service, or interrupt the Service to perform tests and inspections or for operational or emergency reasons, or to install equipment, or provide information We view as necessary for health or safety, or concerning the quality of the Services We provide.

Limitation of Liability. OUR LIABILITY AND THE LIABILITY OF ANY OF OUR UNDERLYING CARRIERS FOR ANY FAILURE OR MISTAKE WILL IN NO EVENT EXCEED OUR SERVICE CHARGES DURING THE AFFECTED PERIOD. WE ARE NOT LIABLE FOR ANY INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFITS ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE SERVICES AND FACILITIES FURNISHED BY International Plus, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. You acknowledge that this agreement and its terms control and that no different or additional terms may be made between you and any International Plus agent or representative. THIS PARAGRAPH WILL SURVIVE TERMINATION OF THIS AGREEMENT.

Customer Service. If You are having a Service or billing problem or inquiry, You can contact Our Customer Care Department at the phone number located on Your invoice.

Use of Service. You agree not to use the Service for any unlawful or abusive purpose or in any way that damages Our property or interferes with or disrupts Our system or other users or that is in any way unlawful, fraudulent or abusive. If You use Toll Free Access Service (TFAS), You are responsible for payment for all calls placed to or via Your 800/888/877/866 or other Toll Free Service numbers.

Charges. You are responsible for paying all charges to Your Account, including but not limited to: access, long distance, local and local toll access, directory and operator assistance charges, airtime, monthly recurring charges, and any taxes (state, local and federal), surcharges, fees, assessments, or recoveries, including the Regulatory Administrative Recovery Charge, determined by Us to be imposed on You or Us as result of use of the Service on Your account or the purchase of goods, including but not limited to: gross receipts taxes, sales taxes and municipal utilities taxes.

Unauthorized Usage. If Your Service is fraudulently used, You must immediately notify Us and provide Us with the documentation and information We request (including affidavits and police reports). You are responsible for all charges made to Your Account, until You notify Us of the unauthorized usage and provide the full details as requested.

Attachment B

NOS Communications, Inc.

Local Exchange Tariff (K.P.S.C. Local Exchange Tariff No. 4) – Unlimited Calling Program

Long Distance Tariff (P.S.C. Ky. No. 3) – Unlimited Calling Program

SECTION 4 – RATES AND CHARGES (Cont'd)

4.1 Local Exchange Service Offerings (Cont'd)

4.1.12 RESIDENTIAL UNLIMITED CALLING PROGRAM

This service is for use by residential customers who select 011 Communications or International Plus service. Customers who subscribe to this voice service must select and designate NOS Communications, Inc. as its Local Exchange Carrier (LEC), and NOS Communications, Inc. d.b.a. 011 Communications or International Plus as its Interexchange Carrier (IXC) for interstate, International and intrastate calling, and as its intraLATA toll provider for intraLATA toll calling. Concurrent with enrollment in this plan, customers must also enroll in any companion unlimited traffic plans for all domestic traffic.

A monthly recurring charge will apply to this service as outlined below. This charge is identical to and shall not be in addition to the monthly recurring charge as outlined in any tariffs or service guides as applicable to companion Federal Service or to companion State Residential Unlimited Calling Program Services.

	<u>Plan A</u>	<u>Plan B</u>
Monthly charge:	\$54.99	\$54.99

The following is included in the monthly recurring charge: Unlimited domestic state-to-state (Interstate) long distance, unlimited instate (Intrastate) long distance, and unlimited local toll calls, directly dialed from home; Basic line charges and features, and voicemail.

The following are not included in the monthly recurring charge: toll-free calling, international calling, calling card calls, cellular telephone platform calls, remote call forwarding, off premise extensions, WIRE-PRO, PBX, ISDN, Foreign Exchange Numbers, Local Number Portability, non-recurring charges, operator assistance, directory assistance, directory listing options, taxes, surcharges, per use charges and custom calling features. Customers will be charged at the rates contained within the Mobile Progressive Calling plan for international calls, or at the appropriate basic rate for all services not included within the monthly recurring charge.

4.2 Message Telecommunications Service

4.3 Operator Services

4.3.1 BellSouth:

Station-to-Station Collect, Per Call	\$2.25	\$2.25
Person-to-Person Collect, Per Call	\$4.90	\$4.90
Calling Card Service, Per Call	\$0.80	\$0.80
Operator-Dialed Surcharge	\$0.80	\$0.80

*****Certain material appearing on this page formerly appeared on First Revised Page No. 49*****

Issued: April 7, 2004

Effective: May 6, 2004

Issued: _____

**By: Tariff Administrator
 4380 Boulder Highway
 Las Vegas, Nevada 89121**

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ALL MATERIAL ON THIS PAGE IS NEW

9.0 - 011 COMMUNICATIONSsm SERVICE PLAN*

9.1.4. Residential Unlimited Calling Program

This service is for use by residential customers who select 011 Communications service. Customers who subscribe to this voice service must select and designate NOS Communications, Inc. as its Local Exchange Carrier (LEC), and 011 Communications as its Interexchange Carrier (IXC) for interstate, International and intrastate calling, and as its intraLATA toll provider for intraLATA toll calling. Concurrent with enrollment in this plan, customers must also enroll in any companion unlimited traffic plans for all domestic traffic.

A monthly recurring charge will apply to this service as outlined below. This charge is identical to and shall not be in addition to the monthly recurring charge as outlined in any tariffs or service guides as applicable to companion Federal Service or to companion State Residential Unlimited Calling Program Services.

Monthly charge: \$54.99

The following is included in the monthly recurring charge: Unlimited domestic state-to-state (Interstate) long distance, unlimited instate (Intrastate) long distance, and unlimited local toll calls, directly dialed from home; Basic line charges and features, and voicemail.

The following are not included in the monthly recurring charge: toll-free calling, international calling, calling card calls, cellular telephone platform calls, remote call forwarding, off premise extensions, WIRE-PRO, PBX, ISDN, Foreign Exchange Numbers, Local Number Portability, non-recurring charges, operator assistance, directory assistance, directory listing options, taxes, surcharges, per use charges and custom calling features. Customers will be charged at the rates contained within the Mobile Progressive Calling plan for international calls, or at the appropriate basic rate for all services not included within the monthly recurring charge.

ALL MATERIAL ON THIS PAGE IS NEW

SECTION 10 – INTERNATIONAL PLUS SERVICE DESCRIPTION AND RATES (Cont'd) (Residential)

10.1 International Plus Service (Cont'd)

10.1.5 Residential Unlimited Calling Program

This service is for use by residential customers who select International Plus service. Customers who subscribe to this voice service must select and designate NOS Communications, Inc. as its Local Exchange Carrier (LEC), and International Plus as its Interexchange Carrier (IXC) for interstate, International and intrastate calling, and as its intraLATA toll provider for intraLATA toll calling. Concurrent with enrollment in this plan, customers must also enroll in any companion unlimited traffic plans for all domestic traffic.

A monthly recurring charge will apply to this service as outlined below. This charge is identical to and shall not be in addition to the monthly recurring charge as outlined in any tariffs or service guides as applicable to companion Federal Service or to companion State Residential Unlimited Calling Program Services.

Monthly charge: \$54.99

The following is included in the monthly recurring charge: Unlimited domestic state-to-state (Interstate) long distance, unlimited instate (Intrastate) long distance, and unlimited local toll calls, directly dialed from home; Basic line charges and features, and voicemail.

The following are not included in the monthly recurring charge: toll-free calling, international calling, calling card calls, cellular telephone platform calls, remote call forwarding, off premise extensions, WIRE-PRO, PBX, ISDN, Foreign Exchange Numbers, Local Number Portability, non-recurring charges, operator assistance, directory assistance, directory listing options, taxes, surcharges, per use charges and custom calling features. Customers will be charged at the rates contained within the Mobile Progressive Calling plan for international calls, or at the appropriate basic rate for all services not included within the monthly recurring charge.

Attachment C

NOS Communications, Inc. – Unlimited Calling Program Fax



Unlimited Calling Program

\$54.99 a month*

011's Unlimited Calling Program let's you:

- Call locally and anywhere in the country for the guaranteed flat monthly rate of \$54.99.
- You can talk for as long as you need to without worrying about your rates.
- You receive your 9th Invoice Free. Your Free Invoice Credit will equal the average charge of your preceding 8 invoices.
- You will get our Simple, easy-to-read billing invoices customized to meet your needs and you get our call clarity, connection and reliability.

* Tariff revisions and eligibility terms, including one-year term agreement apply. Early termination fees may apply. Standard plan terms and conditions and applicable tariff provisions on file with state commissions. Customers must confirm "9th Invoice Free" selection by calling 888-317-8733 after service initiation. Free Invoice Credit calculated at an average of all usage charges, including toll free and international usage charges not covered in Unlimited Plan. 'Unlimited Calling Plan' and 'Free Invoice Credit' do not include charges for PICC, Universal Service, taxes, or other surcharges. "Unlimited Calling" promotion includes domestic calling, basic line charges, and features. Does not include toll-free calling, international calling, remote call forwarding, off premise extensions, WIRE-PRO, PBX, ISDN, Foreign Exchange Numbers, or Local Number Portability. Local phone service provided by NOS Communications, Inc. Must be a 011 Communications customer for long distance phone service to receive this promotion.

PHONE: 888-992-9292

FAX: 800-278-8437

022504

SIMPLE SOLUTIONS FOR OVER 15 YEARS

Visit us online: www.011communications.com



Unlimited Calling Program \$54.99 a month*

International Plus Unlimited Calling Program let's you:

- Call locally and anywhere in the country for the guaranteed flat monthly rate of \$54.99.
- You can talk for as long as you need to without worrying about your rates.
- You receive your 9th Invoice Free. Your Free Invoice Credit will equal the average charge of your preceding 8 invoices.
- You will get our Simple, easy-to-read billing invoices customized to meet your needs and you get our call clarity, connection and reliability.

* Tariff revisions and eligibility terms, including one-year term agreement apply. Early termination fees may apply. Standard plan terms and conditions and applicable tariff provisions on file with state commissions. Customers must confirm "9th Invoice Free" selection by calling 888-317-8733 after service initiation. Free Invoice Credit calculated at an average of all usage charges, including toll free and international usage charges not covered in Unlimited Plan. 'Unlimited Calling Plan' and 'Free Invoice Credit' do not include charges for PICC, Universal Service, taxes, or other surcharges. "Unlimited Calling" promotion includes domestic calling, basic line charges, and features. Does not include toll-free calling, international calling, remote call forwarding, off premise extensions, WIRE-PRO, PBX, ISDN, Foreign Exchange Numbers, or Local Number Portability. Local phone service provided by NOS Communications, Inc. Must be a International Plus customer for long distance phone service to receive this promotion.

Fax: 800-339-8927
Phone: 888-852-5252

3660 Wilshire Boulevard, 4th Floor
Los Angeles, California 90010

Visit us online: www.internationalplus.com

Attachment D

NOS Communications, Inc. – 12-Month Service Agreement



011 Communications recognizes just how important your communications needs are and, as a result, is dedicated to providing you quality, reliable service.

12-Month Service Agreement

By signing below the Undersigned (hereinafter Customer) agrees to maintain telecommunications services with 011 Communications for a term of 12 months. Customer makes this 12-month commitment in consideration for the value of the 011 Communications promotional offerings and concessions granted to customer. This term agreement applies to all services ordered by customer from 011 Communications or its affiliates.

Should customer fail to meet the obligation under this agreement by terminating service with 011 Communications prior to completion of term, customer herein agrees to early termination charges equal to the amount of estimated billing (previous carriers bill) under the remaining portion of the term.

Company Billing Name: _____

By: _____

Title: _____

Signature: _____ Date: _____

Phone: 888-992-9292
Fax: 800-278-8437



International Plus recognizes just how important your communications needs are and, as a result, is dedicated to providing you quality, reliable service.

12-Month Service Agreement

By signing below the Undersigned (hereinafter Customer) agrees to maintain telecommunications services with International Plus for a term of 12 months. Customer makes this 12-month commitment in consideration for the value of the International Plus promotional offerings and concessions granted to customer. This term agreement applies to all services ordered by customer from International Plus or its affiliates.

Should customer fail to meet the obligation under this agreement by terminating service with International Plus prior to completion of term, customer herein agrees to early termination charges equal to the amount of estimated billing (previous carriers bill) under the remaining portion of the term.

Company Billing Name: _____

By: _____

Title: _____

Signature: _____ Date: _____

Fax: 888-735-5893

Phone: 800-317-8733

Visit us online: www.internationalplus.com

SIMPLE SOLUTIONS FOR OVER 13 YEARS