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December 27, 2002

VIA OVERNIGHT DELIVERY

The Honorable Dale Hardy Roberts Secretary of Commission Missouri Public Service Commission 200 Madison Street P.O. Box 360 Jefferson City, Missouri 65102-0360

Re:

NOS Communications, Inc.

Tariff Revisions

Dear Secretary Roberts:

Enclosed for filing on behalf of NOS Communications, Inc. ("NOS"), we hereby submit an original and fourteen (14) copies of tariff revisions for NOS's Missouri Tariff No. 3.

DEC 3 0 2002

Records

Public Service Commission

This revision institutes a service promotion, provides term agreements for business plans, and adds new rate plans.

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 1-702-547-8432.

Respectfully Submitted,

William P. Wright

Executive Director, Corporate and Regulatory Affairs

Cc: Office of Public Counsel

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.18 Service Term Commitments

- A. Termination Charges Discontinuance Before Expiration. Should customer discontinue service before the expiration of any term commitment specified in this tariff, customer shall be liable for termination charges as specified in the term commitment.
- B. 90-Day Term Agreement - In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 90-Day Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by three (3) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 90-Day Term Agreement will automatically renew for subsequent additional 90-Day terms unless customers cancel their account within 30 days of completion of the current term.
- C. 6-Month Term Agreement – In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 6-Month Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by six (6) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 6-Month Term Agreement will automatically renew for subsequent additional 6-Month terms unless customers cancel their account within 30 days of completion of the current term.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.18 Service Term Commitments (Cont'd)

- D. 1-Year Term Agreement - In consideration for a guarantee, granted to certain new customers, that a customer's long distance Interstate and Intrastate/IntraLata usage rates will not increase during the Agreement term, such customers may elect to be subject to a 1-Year Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by twelve (12) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination.
- E. Discontinuance Without Liability Customers may discontinue service before expiration of any term commitment specified in this tariff without incurring the applicable termination charges if customers restructure their service by agreeing to a new service term of equal or greater length as that of the service term customer discontinues or to a new service with a greater volume commitment for a term, the combination of which (that is, the new term and greater volume commitment) has a value equal to or greater than the value of the service being discontinued.

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SECTION 4 - RATES (Cont'd)

4.2 Freedom Plan For Business Users (Cont'd)

4.2.11 "One, Two, Three, Every Third Invoice Free" Promotion

New customers who meet the eligibility requirements set forth below, may receive credits under the "One, Two, Three, Every Third Invoice Free" Promotion as follows:

- 1. A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
- 2. A credit applied to every third invoice, starting with customer's sixth invoice (6th, 9th, 12th, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

This promotion is non-cumulative and can not be carried over to any following month or otherwise accumulated. Should the calculated credit to be applied to the sixth, or subsequent invoices exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

Eligibility. To be eligible for this offering, customers must: have initiated new service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have less than fifty dollars sixty days past due; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice(s). Additionally, Customers must contact the Company to confirm the promotion selection, after service initiation, to be eligible to receive the sixth and subsequent invoice credits, prior to the sixth and each subsequent invoice credit invoice.

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SECTION 9 - 011 COMMUNICATIONS SERVICE PLAN DESCRIPTION AND RATES (Cont'd)

- 9.1 011 Communications Service (Cont'd)
 - 9.1.3 Usage Sensitive Charges 011 Communications service calls are rated pursuant to the per minute of usage charges following.
 - A. For 1+ (including facsimile) and toll free access calls, the rates are:

	Rate <u>Category</u>	First 60 Seconds or Fraction	Each Add'l 60 Seconds or Fraction	(T) (T)
	Standard Preferred* Winback** Evergreen***	\$0.379 \$0.279 \$0.199 \$0.199	\$0.379 \$0.279 \$0.199 \$0.199	(T) (T) (N) (N)
* **	Requires a monthly mir Customer must be a "sa Requires a monthly mir	(T) (N) (N)		
В.	For calling card calls, th	ne rates are: First 60 Seconds or Fraction	Each Add'l 60 Seconds or Fraction	(T) (T)
Standard/Preferred/Winback Evergreen		\$0.238 \$0.249	\$0.238 \$0.249	(T) (N)

C. Reserved for Future Use (N)

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

10.1 International Plus Service (Cont'd)

10.1.3 Usage Sensitive Charges - International Plus service calls are rated pursuant to the per minute of usage charges following.

A. For 1+ (including facsimile) and toll free access calls, the rates are:

		First	Each Add'l	(T)	
	Rate	60 Seconds	60 Seconds		
	Category	or Fraction	or Fraction	(T)	
	Standard	\$0.379	\$0.379	(N)	
	Preferred*	\$0.279	\$0.279	(T)	
	Winback**	\$0.199	\$0.199	(N)	
	Evergreen***	\$0.199	\$0.199	(N)	
	Requires a monthly minimum of \$10.00 for minastate services.				
*** Requi	(N)				
B. For calling	g card calls, the rate	es are:			
		First	Each Add'l	(T)	
		60 Seconds	60 Seconds		
		or Fraction	or Fraction	(T)	
Standard/Preferred/Winback		\$0.238	\$0.238	(T)	
Evergreen		@O 040	AA A 4A		
Evergreen		\$0.249	\$0.249	(N)	

Certain material formerly appearing on this page now appears on First Revised Sheet No. 55

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

10.1.4 Limitations and Disclaimers

(M)

- A. No Promotional Tie-Ins. International Plus service is not available to any customer whose service is being provided pursuant to one or more promotional offerings tariffed herein.
- **B. Discontinuance.** International Plus service, and/or any term or condition affecting the availability and/or rates for International Plus service may be discontinued at any time with or without notice to customer and without liability to customer, any authorized user, or third party.
- C. Companion Federal Rate Guarantee For a customer who maintains eligibility for and receives service under the Company's International Plus Service, the minimum and incremental call duration rates for intrastate calls under this tariff are guaranteed for the same number of invoices, i.e., 6 invoices, as the number of invoices guaranteed under Company's International Plus Service for intrastate calls as provided in Company's Tariff F.C.C. No. 4. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive order.

10.2 Miscellaneous Charges

(T)

(M)

10.3.1 Remote Access Surcharge: A surcharge applies to all calls originated at payphones using a service access code.

Per Call: \$0.25

10.3.2 Calling Card Set-Up Charge

A \$0.50 per call charge applies to each call initiated using calling card access.

10.3 Reserved for Future Use

(T)

Certain material appearing on this page formerly appeared on First Revised Sheet No. 54

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(T)

SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES

11.1 INETBA Service

Subject to Sections 2 and 3 preceding, the Internet Business Association INETBA Service offers intrastate interexchange services in exclusive combination with its Internet Web page design and hosting services and its Internet Access - DSL services where facilities are available. Any small business which orders Company's Internet Web page design and hosting services and whose usage exceeds the monthly minimum usage levels set forth following and meets the eligibility requirements set forth following is eligible for INETBA Service. INETBA Service is available for calls that originate and terminate within this state, and includes 1+ Outbound, Toll Free Access (800/888/877), and Calling Card calling. All provisions of Sections 1 and 2 of this tariff apply to INETBA Services except as otherwise provided following.

A. To be eligible for INETBA Service, a Customer who uses Company's Internet Web page design and hosting service must not have had its account with any carrier canceled for nonpayment of charges, must not have a history of late payment of charges at any time during the 12-month period preceding customer's service commencement date with Company, and must have originated and terminated usage within this state within the 30-day period preceding customer's service commencement date with Company.

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SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.1.1 INETBA Companion Federal Rate Guarantee

(T)

For a customer who maintains eligibility for and receives service under the INETBA Service, the usage rates for Peak/Business Day hours under this tariff for customers using Company's INETBA Service are guaranteed for the same number of invoices, i.e., 12 invoices for customers whose peak/business day interstate usage rates are \$0.069 to \$0.149 (6 invoices for any customer whose peak/business day interstate usage rate is \$0.059), as the number of invoices guaranteed under Company's INETBA Service for interstate calls as provided in Company's Tariff F.C.C. No. 4. Calling card services are not eligible for this rate guarantee. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive offer.

11.1.2 INETBA Service Terms and Conditions

(T)

Each term and condition of this Section 11 and Company's Tariff F.C.C. No. 4, including specific eligibility provisions, apply and serve to qualify the availability and continuation of a customer's usage rate guarantee as set forth herein.

11.1.3 INETBA Rate Description

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Rates are distance and time of day insensitive. Minimum call duration is billed in 18 second increments, with each full or factional increment of call duration thereafter billed in six second increments

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SECTION 11 - THE INTERNET BUSINESS ASSOCIATION SERVICES DESCRIPTION AND RATES (Cont'd)

11.1.4 "One, Two, Three, Every Third Invoice Free" Promotion

New customers who meet the eligibility requirements set forth below, may receive credits under the "One, Two, Three, Every Third Invoice Free" Promotion as follows:

- 1. A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
- 2. A credit applied to every third invoice, starting with customer's sixth invoice (6th, 9th, 12th, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

This promotion is non-cumulative and can not be carried over to any following month or otherwise accumulated. Should the calculated credit to be applied to the sixth, or subsequent invoices exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

Eligibility. To be eligible for this offering, customers must: have initiated new service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have less than fifty dollars sixty days past due; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice(s). Additionally, Customers must contact the Company to confirm the promotion selection, after service initiation, to be eligible to receive the sixth and subsequent invoice credit invoice.

11.2 – 11.3 Reserved for Future Use

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SECTION 13 I-VANTAGE - INTRASTATE OFFERINGS (Cont'd)

13.1 I-Vantage Service (Cont'd)

13.1.6 "One, Two, Three, Every Third Invoice Free" Promotion

New customers who meet the eligibility requirements set forth below, may receive credits under the "One, Two, Three, Every Third Invoice Free" Promotion as follows:

- 1. A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
- 2. A credit applied to every third invoice, starting with customer's sixth invoice (6th, 9th, 12th, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

This promotion is non-cumulative and can not be carried over to any following month or otherwise accumulated. Should the calculated credit to be applied to the sixth, or subsequent invoices exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

Eligibility. To be eligible for this offering, customers must: have initiated new service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have less than fifty dollars sixty days past due; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice(s). Additionally, Customers must contact the Company to confirm the promotion selection, after service initiation, to be eligible to receive the sixth and subsequent invoice credit invoice.

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