

O.J.& Builders Corporation Telephone services agreement

This Service Agreement (the "Agreement") was signed on _____ between O.J.&BUILDERS CORPORATION, a company duly incorporated under the laws FLORIDA, with its main office located in 14230 SW 57 LANE, Suite 106, MIAMI FL 33183 and _____ and that has its main office located at _____, (hereinafter individually the "Company" and collectively as the "Parties").

WHEREAS O.J.&BUILDERS CORPORATION offers Internet Telephony services and that the Company wishes to purchase Internet Telephony services offered by O.J.&BUILDERS CORPORATION; therefore, and in consideration of the mutual promises and covenants contained in this document, the Parties agree to the following:

1. Services. O.J.&BUILDERS CORPORATION agrees to provide the Company and the Company agrees to purchase from O.J.&BUILDERS CORPORATION, certain Internet Telephony services offered by O.J.&BUILDERS CORPORATION to its customers. The services and Internet Telephony rates offered are described on the O.J.&BUILDERS CORPORATION website (www.callmyway.com) or will be added by addendum.
2. Term. This Agreement shall enter into force as of the date on which it is signed by an authorized official of each Party, or, if the Parties sign it on different dates, the last date shall be the effective date. This Agreement will remain in force until it is terminated at any time by any of the Parties, with not less than thirty (30) days of prior notice by written or email to the other party. The Company reserves the right to terminate this contract at any time, O.J.&BUILDERS CORPORATION may only interrupt services if its terms are violated, assuring Company of the continuity of the contracted services.
3. Charges and payments: The Company will pay the undisputed portions of each invoice net 45 days from date of invoice.
4. Disputed charges. If the Company, in good faith, questions or disputes any charge made by O.J.&BUILDERS CORPORATION in your account, the Company must notify O.J.&BUILDERS CORPORATION in writing to the email billing@callmyway.com of the dispute of the charge within a period no longer than sixty (60) days from the date the charge in dispute was made. The impossibility of filing a documented claim within the indicated period creates an irrefutable presumption of the accuracy of the charge, and therefore the company waives its right to dispute it.

Once the dispute is resolved if this solution is in the Company's favor, then O.J.&BUILDERS CORPORATION will issue a Credit to the Company's account with O.J.&BUILDERS CORPORATION.

5. Termination. O.J.&BUILDERS CORPORATION may suspend or cancel the services offered, if there is not enough balance in the Company's account with O.J.&BUILDERS CORPORATION – prepaid accounts-, there is a lack of timely payments or there is an abandonment of the account due to lack of use.

6. Use of the Services. The Company undertakes not to alter, modify, resell or use the services on any fraudulent, abusive or contradictory manner, based on FCC regulations. You also agree not to make any kind of misuse of the Services offered, including: (a) any way to interfere with O.J.&BUILDERS CORPORATION's facilities, network or services, (b) use the service contrary to the reasonable instructions communicated by O.J.&BUILDERS CORPORATION, (c) for any purpose or in any way, in violation of applicable laws, (d) in violation of the rights of third parties, or (e) of attempting to evade payment of applicable charges.

7. Terminal Equipment (CPE): The Company is committed to using only Internet Voice Terminal equipment provided or approved by O.J.&BUILDERS CORPORATION.

8. Levels of Service (SLA). O.J.&BUILDERS CORPORATION is a provider of Internet Telephony that operates under the precepts of "Best effort" since it does not control the network under which its services are provided. Therefore O.J.&BUILDERS CORPORATION is not responsible for deficiencies in the quality of the voice attributable to the defects of the Internet. In any case, in the event that there are problems in the quality of the voice, in any circumstance the responsibility of O.J.&BUILDERS CORPORATION for the Company may not exceed in any case the cost of the call or service offered. Besides any possible quality issues service SLA is 99.97%

9. Brands. Each Party agrees to not display or use any trade name, service marks, trademarks or registered trademarks and will not allow the same to third parties, except with the written consent of the other Party.

10. Limitation and exclusion of liability. Neither Party shall be liable to the other for any indirect, incidental, special, or consequential damages for loss or damage, including loss of data or loss of income or benefits, even if the possibility of such damages has been warned. For any of the Parties the contractual, non-contractual or other liability, including any liability for negligence arising out of or in connection with the performance of its obligations under this agreement, will be limited to the direct damages caused.

11. Compliance. No Party shall be responsible for the delay in execution or breach of this, except for the obligation to make payments in due time.

12. Regulatory framework. As the services provided by O.J.&BUILDERS CORPORATION are a public service governed by FCC and its regulations and supervised by it, the rights of end users are protected in said regulations. Therefore, no article or interpretation of any article of this agreement may impair the rights of the end users at levels lower than those indicated in said law or its regulations. Within the rights of users includes the guarantee and safeguard in the continuity of services including the right to receive compensation if the services are interrupted.

13. Notices. Any and all notices under this agreement will be deemed to have been given sufficient if sent as follows: if delivered personally, by fax or email. Your continued use of the Services Company after notification will constitute acceptance of such notice or notification.

14. Notifications:

If to O.J.&BUILDERS CORPORATION:

O.J.&BUILDERS CORPORATION
Frente a la entrada principal de Colegio de Abogados
Zapote, San José,
Costa Rica

E-mail: info@CallMyWay.com

TEL: +1 305 644 3355

+506 4000 4000

Fax: +506 4000 4001

If to the Company:

E-Mail: _____

TEL: _____

Fax: _____

And or the one registered in the Company's online account with O.J.&BUILDERS CORPORATION

15. General provision. Neither Party may assign all or any part of this agreement, except with the prior written consent of the other Party. The consent will not be denied, conditioned or delayed without just cause.

16. Compliance with US Law O.J.& BUILDERS CORPORATION represents and warrants to LALA that it and its owners, employees, contractors, agents, and other representatives (“Representatives”) shall comply with all applicable United States laws and regulations during the Term and that O.J.& BUILDERS CORPORATION shall hold and maintain during the Term any United States permits or licenses necessary to conduct its business and provide copies to LALA when requested.

O.J.&BUILDERS CORPORATION	COMPANY
By	By
Name:	Name:
Title:	Title:
Date:	Date: