

CallMyWay NY S.A. Telephone services agreement

This Service Agreement (the "Agreement") was signed on _____ between CallMyWay NY SA, a company duly incorporated under the laws of Costa Rica, that offers Telecommunications services in the Republic of Costa Rica under the license of SUTEL, TH-003, with the legal identity number 3-101-334658, with its main office located in Costa Rica, San José, Zapote, Barrio Los Abogados, in front of the main entrance of the Bar Association (hereinafter CallMyWay) and _____ and that has its main office located at _____, (hereinafter individually the "Company" and collectively as the "Parties").

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

- 1. Services.** CallMyWay agrees to provide the Company and the Company agrees to purchase from CallMyWay, certain Internet Telephony services offered by CallMyWay to its customers. The services and Internet Telephony rates offered are described on the CallMyWay 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 for an initial period of 1 year. After the initial term, this Agreement will be renewed automatically in terms of thirty (30) days, and will continue 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, CallMyWay 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 for all services provided by CallMyWay on a timely basis.
- 4. Disputed charges.** If the Company, in good faith, questions or disputes any charge made by CallMyWay in your account, the Company must notify CallMyWay 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 CallMyWay will issue a Credit to the Company's account with CallMyWay.
- 5. Termination.** CallMyWay may suspend or cancel the services offered, if there is not enough balance in the Company's account with CallMyWay –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 how is stated in the General Law of Telecommunications (Ley 8642) or its regulations. You also agree not to make any kind of misuse of the Services offered, including: (a) any way to interfere with CallMyWay's facilities, network or services, (b) use the service contrary to the reasonable instructions communicated by CallMyWay, (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 CallMyWay.

8. Levels of Service (SLA). CallMyWay 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 CallMyWay 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 CallMyWay 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 CallMyWay are a public service governed by Law 8642, the General Telecommunications Law and its regulations and supervised by the Superintendencia de Telecomunicaciones of the Republic of Costa Rica, the rights of end users are protected in said law and 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 under conditions specified in the Final User Protection Regime.

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, email or notification on the website. Your continued use of the Services Company after notification will constitute acceptance of such notice or notification.

14. Notifications:

If to CallMyWay:

CallMyWay
Frente a la entrada principal de Colegio de Abogados
Zapote, San José,
Costa Rica

E-mail: info@CallMyWay.com

TEL: 4000 4000

Fax: 4000 4001

If to the Company:

E-Mail: _____

TEL: _____

Fax: _____

And or the one registered in the Company's online account with CallMyWay

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.

CallMyWay NY S.A.	COMPANY
By	By
Name:	Name:
Title:	Title:
Date:	Date:

Disclaimer: Due regulatory constrains the valid contract is the official, SUTEL approved (homologado), Spanish version. This contract is a best effort translation of it. In the event there is a mistranslation or misinterpretation, the Spanish version will prevail.