



118, Aljunied Av2, #07-102
Singapore 380118, Tele: +65 63401005
Email: info@cal4care.com.sg



CAL4CARE – Terms of Service Agreement

CALNCALL-VOIP:

1. CALNCALL is a VOIP (Voice over internet protocol) service that completely relies upon the internet, which is out of the control of CAL4CARE. Under normal circumstances, the service will provide a reliable and good quality communication path; however, the overall reliability of the circuit to always be available cannot be guaranteed. Establishing an account or using the Services of CALNCALL you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Acceptable Use Policy, and other policies. The following terms and conditions shall apply to all customers subscribing to CALNCALL Digital Voice (VoIP) Service. This Agreement is part of and shall be incorporated into the Acceptable Use Policy.
 - 1.1. In CALNCALL VoIP Service, Customer agrees to adhere to the terms and conditions of the Acceptable Use Policy and this Agreement as CAL4CARE may modify it from time to time. In the event of an inconsistency or conflict between the Acceptable Use Policy and this Agreement, the provisions of this Agreement shall govern.

SERVICE DISTINCTIONS:

1. CALNCALL VoIP service is not a telecommunications service. This service is subject to different regulatory treatment than telecommunications service.
2. Events beyond our control may affect your service such as power outages, Fluctuations in the internet, and outages/issues with upstream backbone Providers, if virtual office, main router issues etc.
3. CAL4CARE is bound by law and it agreed to cooperate with law enforcement and investigative government agencies. When a lawful request is made by a law enforcement or relevant government agency we are required to disclose your name, phone number, credit information and other personal information about your account, use of service, length of service, IP address etc. to the requesting agency.
4. CAL4CARE's calncall services are available for 55 countries (including Singapore). Once the DID number is issued. The number is nontransferable at any point of time.

International Calling: Click here for the rates <http://www.calncall.com/downloads/rates/>

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DEVICES:

1. CAL4CARE retains ownership of all VoIP ATA devices. In event of service or contract termination, you will be required to return equipment to your closest CA4CARE retail location.
2. Without prior notice, CAL4CARE may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if CAL4CARE, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due.

BILLING:

1. Initial sign up billing would be on the date of contract sign up which is for a minimum of One Year. All charges stated here are in Singapore Dollars and subjected to prevailing GST or other government charges. The subscriber hereby agrees to pay Cal4care Pte Ltd for all charges incurred for usage on their monthly invoice and the number allocated to the customer.
2. Electronic billing is done once per month thereafter; full payment is due by the last business day of the month for the utilized credit charges and the number allocated rental to the customer. Payments can be mailed to our office or payments can be made online. Complete payment and account history can be accessed through CAL4CARE's online billing system.
3. We will only give account information to the registered account holder. In the event of any calls made to "Do Not Call" (DNC) numbers by the end user, is solely the responsibility and liability of the customer and not CAL4CARE.
4. Accounts remaining unpaid for sixty (60) or more days shall be deemed delinquent. Delinquent accounts shall be placed on "accounting hold" and services to the Subscriber shall be suspended until the account is paid in full. For any subscribers' account that has been placed on suspended service, there shall be due a **100 Dollar (\$100.00) reconnection charge** to reactivate subscribers Services after the arrearage has been paid.

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5. In the event any balance is not paid as agreed, the undersigned agrees to pay any applicable collections fees. In the event of a lawsuit to collect the unpaid balance, the undersigned further agrees to pay court costs and reasonable attorney's fees. The undersigned will pay the court cost and reasonable attorney fee only in case the court's Decision is against the undersigned or else the undersigned shall be reimbursed for their reasonable legal expenses if the decision is in their favor.
6. **A Twenty Five Dollar (\$25.00) fee will be added to the subscriber account in the event of any bank returned check.**
7. **ADDITIONAL FEES:** In the event that special construction or networking is needed or requested by the customer, additional technical labor is billed at \$100.00/hr.

TERMINATION:

1. Subscriber may terminate this Agreement after the minimum One Year contract by submitting a request for termination to the address listed in this agreement by giving minimum 30 days prior notice.
2. As an exception to the above, CAL4CARE may terminate this Agreement, your password, your account, or your use of the Services, for any such reason, including, without limitation, if CAL4CARE, in its sole discretion, believes you have violated the law or this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due.
3. Unless this contracted terms is replaced by a new service contract of an equal or greater value, termination of this contract for any reason before the expiry of the agreed contract period of One Year will result in the subscriber being liable to pay the remainder of the contract service fee until the contract expiry date.
4. The initial contracted period would automatically be extended for a year if no notices from/by both parties. But any termination from customer requires minimum one month prior notice, failing which the subscriber is liable to pay all the outstanding invoices in their account with interest at the rate of 1% else legal demand letters would be initiated by our legal department as per our standard Company Policy.

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Equipment and Scope of Work:

1. Unless purchased, all equipment, modems, subscriber modules, antennas and standard mounting equipment, if any provided, will at all times remain the property of CAL4CARE. Subscriber may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party.
2. Subscriber shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased encumbered or assigned equipment or part thereof, together with any costs incurred by CAL4CARE in obtaining or attempting to obtain possession of any such equipment.
3. On expiration or termination of this Agreement, Subscriber will return equipment that is owned by CAL4CARE. Customer will be billed retail prices for any/all equipment not returned when service is cancelled by either party.

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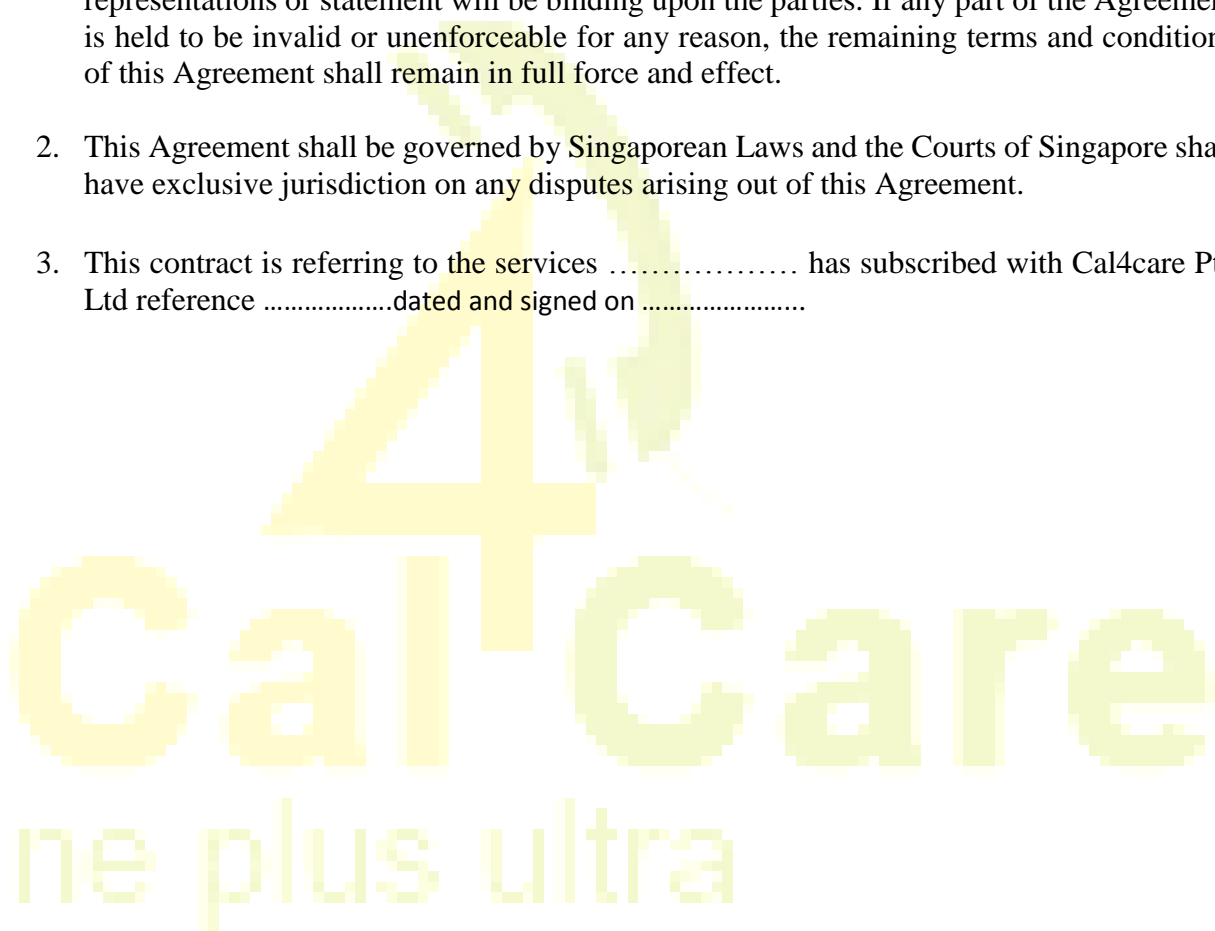
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Entire Agreement:

1. This Agreement constitutes the entire Agreement between the parties and no other representations or statement will be binding upon the parties. If any part of the Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.
2. This Agreement shall be governed by Singaporean Laws and the Courts of Singapore shall have exclusive jurisdiction on any disputes arising out of this Agreement.
3. This contract is referring to the services has subscribed with Cal4care Pte Ltd referencedated and signed on



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I/We have read Cal4care's General Terms & Conditions and specific terms of service listed here and agree to adhere to them once this order has been accepted by Cal4care Pte Ltd. I confirm that the information given herein is true and correct.

NAME:

COMPANY NAME:

DESIGNATION:

SIGNATURE:

COMPANY STAMP:



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