



calltools.com

Service Agreement



Service Agreement

This Service Agreement (this “Agreement”) is made as of Effective Date and for the Term (each stated below) between you the undersigned customer described herein (“you”, “your” or “Customer”) and Call Tools, Inc., a Nevada corporation (“we”, “us” or “Call Tools”) (you and Call Tools are sometimes referred to herein individually as a “Party” and collectively as the “Parties”). By this Agreement, you have ordered and Call Tools will make available to you the Power Contact Center Business, Professional and Enterprise plan (the “Plan”) and related services as described below that you selected on Call Tools’ website at www.calltools.com (the “Website”), including but not limited to the programs, components, internet-based services, content, technology, tools, and updates to which you are granted licensed access (collectively, the “Services”), on the terms and conditions set forth or incorporated below, as to which you and Call Tools hereby agree. This Agreement incorporates by reference the Terms of Service accessible on the Website at www.calltools.com/termsofservice/ as of the Effective Date as may be modified as provided therein (the “Terms of Service”) and applicable Plan, activation, ordering and pricing terms provided to you online for the Services selected by you and for other services made available to you through the Services, which may be subject to change from time to time. This Agreement will also govern your continued purchase and use of the Services, including such additional services made available to you through the Services you have selected.

1. Customer. You represent that the information about you in the following table is true and correct as of the Effective Date of this Agreement. You agree to notify Call Tools in writing immediately upon any change to such information. This information is used to create your Account, discussed below, and communicate with You so You must keep it current and accurate. For example, we provide some notices by email to the Authorized Representative, and you agree to keep that email current and valid as a method for providing notices under this Agreement. The individual signing this Agreement, whether or not the Authorized Representative named below, represents to Call Tools that he or she has the power and authority to enter into this Agreement as, or on behalf of, Customer.

Customer Information	
Company Name:	WeCare
Authorized Representative:	Chris Booth
Telephone:	5202484490
Email:	chris@messagewecare.com

2. Your Account. CallTools.com will activate your account, using information set forth above, to access the Services (the “Account”) after this Agreement is entered into by you and Call Tools. Once we have enabled your Account, you must log-in and change your password. Use your Account to access the Services via the Manager Dashboard, to upload and access data, make and receive calls and use other features that are part of your Plan Services.

3. License Grant and Restrictions. Subject to the terms of this Agreement and any applicable payments, Calls Tools grants you a personal, limited, nonexclusive, nontransferable license, during the Term and any applicable renewal term, to access and use the Services, solely for the purpose described in the Call Tool’s description for the Services, and, if applicable, solely by such number of authorized users for which the applicable fee has been paid by you. The Services are licensed not sold, and Call Tools reserves all rights not expressly granted to you in this Agreement.

4. Services. The Plan and related services included in the Services covered by this Agreement, in effect as of the Effective Date, are listed in the following table. The Services will include any changes you make to the Plan or Services (including upgrading the Plan) via the Manager Dashboard tool on the Website. You may not downgrade the Plan or cancel this Agreement during the Term.

Plan and Services

Plan: Power Contact Center Business Month to Month

Services and Month Recurring Charges	Quantity	Price	Subtotal
Blended Call Center License	2	\$119.99	\$239.98
CRM Licenses (Waived) Cloud Based Customer Relationship Software	2	\$35.00	\$0.00
Administrators License (Waived)	1	\$50.00	\$0.00
DID (MRC)	0	\$2.00	\$0.00
Minutes Per Agent (Unlimited)	1	\$0.00	\$0.00

Total Recurring Monthly Charges \$239.98

Number of Months Due at Signing 1

One-Time and Implementation Charges	Quantity	Price	Subtotal
Standard Implementation Package 80% Promotional Discount Applied	0	\$500.00	\$0.00
Port Activation	0	\$0.00	\$0.00
Soft Phone IDs	0	\$2.00	\$0.00
Non-800 TFN Set-Up	0	\$2.00	\$0.00
DID Set-Up	0	\$2.00	\$0.00
Custom Data Integration and Set-Up	0	\$0.00	\$0.00

Total One-Time and Implementation Charges \$0.00

Total Amount Due \$239.98

5. Term of Agreement. This Agreement will commence, when fully executed, as of the date signed by Call Tools (the “Effective Date”) and will continue on a month-to-month basis. This Agreement will terminate following thirty (30) days’ written notice by either party of its intention to not renew this month to month Agreement and the termination or expiration of all Services purchased by Customer.

6. Charges & Taxes. You agree to pay the rates and charges stated in the above table, and those applicable to any changes you make to the Services. Services ordered during any month will be prorated for that month and billed for the remainder of the Term. In addition, you agree to pay all sales, use and excise taxes, as well as all regulatory surcharges, customs and duties assessed from any domestic or international jurisdiction due or payable upon the provision, sale or use of the Services (“Taxes and Surcharges”), exclusive of any taxes on CallTools real or personal property or income. If at any time Call Tools is required by any taxing authority to pay any Taxes and Surcharges, you agree to reimburse Call Tools for such payment upon demand. All Taxes and Surcharges will be separately stated or included in the actual billing rates, as permitted or required by law, shall be billed monthly and shall cover all Service activity incurred by you since the previous billing date. All rates and Taxes and Surcharges are in US currency and are subject to change. Detailed call reporting is available in Call Tools Call Log reports. Rate lookup feature is available via the Manager Dashboard.

7. Payment and Recurring Payment Authorization. You authorize Call Tools to charge the credit card or debit card, below, on the same day of the month as the Effective Date each month during the Term for payment of monthly Service fees and charges. You understand that this authorization will remain in effect until the end of the Term unless you either (i) provide a substitute credit card or debit card, or (ii) you and Call Tools agree in writing to an alternate method of payment. You agree to notify Call Tools in writing immediately of any changes to your credit or debit card information, below. You certify that you are an authorized user of the credit card or debit card, below, and will not dispute any transactions with your bank, credit card issuer or network which are authorized by this Agreement. You agree to pay a \$50 NSF fee for any authorized credit card charge denied for lack of sufficient funds, invalid card, or any other reason not the fault of Call Tools.

Card Type:

- VISA
- MasterCard
- AMEX
- Discover

Credit or Debit Card Info

First Name on Card:	Christopher
Last Name on Card:	Booth
Billing Street Address:	1220 E. Henry St
Billing City:	Tempe
Billing State:	AZ8
Billing Zip:	85281
Card Number	4312 3160 1115 0161`
Expiration Date:	06/25
CVV:	191

Any late payments will accrue late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. If any amount owing by you for the Services is 30 or more days overdue, Call Tools may, without limiting its other rights and remedies, accelerate your unpaid fee obligations so that all such obligations become immediately due and payable, and suspend your access to the Services until such amounts are paid in full. Call Tools will give you prior notice that Your account is overdue before suspending access to the Services. You will communicate to Call Tools complete and accurate billing and contact information on the Services at all times.

8. Interpretation. This Agreement shall be interpreted, construed and enforced in accordance with the internal laws of the State of California, without giving effect to the principles of the

conflict of laws. If any provision hereof shall be legally unenforceable, in whole or in part, all of the remaining provisions shall nevertheless be carried into effect and the unenforceable provision shall be construed as enforceable to the maximum extent allowed by law. Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party hereto. All paragraph headings in this Agreement are inserted for convenience only and shall not be deemed part of the substantive provisions of this Agreement.

9. Assignment. You may not assign any portion of this Agreement in whole or in part without the prior written consent of Company.

10. Dispute Resolution. The Parties agree to provide written notice of any dispute arising under this Agreement (a "Dispute") with such detail and documentation regarding the nature and timing of the dispute (including description of the Dispute, the amount involved, and the remedy sought) sufficient to evaluate the Dispute. If the Parties cannot resolve the Dispute within thirty (30) days, the Dispute will be escalated to a representative from each Party who is an officer for an additional thirty (30) days. If such officers cannot resolve the Dispute within such additional time period, either Party may submit the Dispute (and all Disputes not resolved through the foregoing informal means shall be submitted) to binding arbitration with the Judicial Arbitration & Mediation Service, Inc., at its Orange County, California office. The terms and procedures for such arbitration shall be as follows. If the parties are unable to agree on a single retired judge from the JAMS panel, JAMS will provide a list of three available judges and each party may strike one. The remaining judge will serve as the arbitrator. Arbitration must be initiated within one year after the claimed breach occurred. Failure to initiate arbitration within that period constitutes an absolute bar to the institution of any new proceedings. Arbitration is initiated by sending written notice of an intention to arbitrate by registered or certified mail to all parties and to JAMS. The notice must contain a description of the dispute, the amount involved, and the remedy sought. The arbitrator shall determine the rights, rules and procedures for the parties to follow. Both parties shall have the right to confirm, correct or vacate the arbitration award, pursuant to California Code of Civil Procedure, Sections 1285, et seq. The sole and exclusive venue to confirm, correct or vacate the arbitration award shall be the Superior Court of California for the County of Orange, Central Justice Center, located at 700 Civic Center Drive West, Santa Ana, California 92702. In the event of any litigation or arbitration related to this Agreement, the non-prevailing party will reimburse the prevailing party for all reasonable and documented attorneys' fees, costs, and expenses relating to the matter.

11. Entire Agreement. This Agreement consists of this document, the Terms of Service and the documents described herein and therein, all of which by this reference are incorporated into

and made a part of the Agreement. This Agreement constitutes the complete and exhaustive statement of the agreement (and supersedes all prior and contemporaneous agreements and understandings and representations, written or oral) between you and Call Tools with respect to its subject matter. In the event of conflict between the terms of this document and the Terms of Service, the terms of this document shall prevail. The provisions of paragraphs 6 and 7 (until all sums owing to Call Tools has been paid in full), 8, 10 and 11 shall survive any termination or expiration of this Agreement.

12. Signatures. This Consent may be executed in any number of counterparts (including executed counterparts delivered and exchanged by facsimile transmission) with the same effect as if all signing parties had originally executed the same document, and all counterparts shall be construed together and shall constitute the same instrument.

Acceptance of Agreement

CallTools	Customer
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Name: Shawnie Clark

Title: Senior Account Manager

Name: Christopher Booth

Title: Founder

Date: 07 / 06 / 2023

Signature:

Chris Booth

First Time Order Verification

DRIVERS LICENSE

For all first-time orders on the CallTools Platform, we require a scan of the front of your driver's license for the signer of this document.

Please see the examples below.

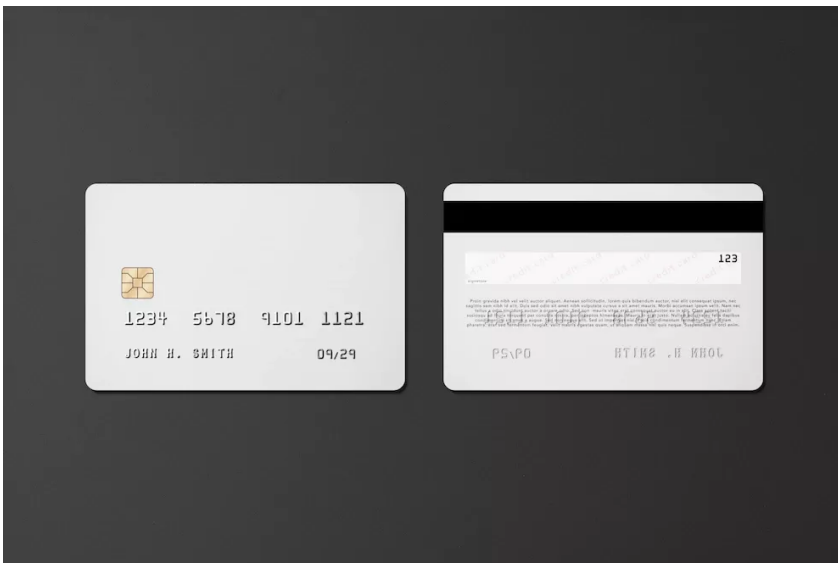


@ IMG_1414.JPG

CREDIT CARD

Please upload a scan or image of your credit card on file, which you have specified above.

Please see the example below.



@ IMG_1178.JPG

Signature Certificate

Reference number: XFU2Y-5W6FU-GRXUA-DHTKM

Signer

Timestamp

Signature

Chris Booth

Email: chris@messagewecare.com

Sent:

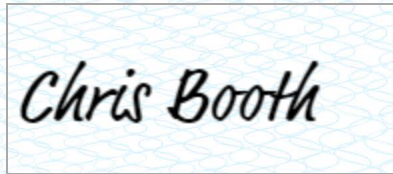
06 Jul 2023 21:38:45 UTC

Viewed:

06 Jul 2023 21:46:43 UTC

Signed:

06 Jul 2023 22:00:28 UTC



Recipient Verification:

✓ Email verified

06 Jul 2023 21:46:43 UTC

IP address: 68.109.183.135

Location: Chandler, United States

Document completed by all parties on:

06 Jul 2023 22:00:28 UTC

Page 1 of 1



Signed with PandaDoc

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