

1 FORCE COMMUNICATIONS LLC CUSTOMER SERVICES AGREEMENT

Terms and Conditions of Service

1 LICENSES. 1 Force Communications' International Voice Services are provided under the auspices of the International Carrier License and other licenses issued by the Government of Jamaica to WCB Technologies, a subsidiary corporation of 1Force Communications LLC, a registered Jamaican corporation.

2 TERM. Service under this Agreement shall begin on the start date indicated on the accepted date, and shall continue through the end of the Initial Term indicated on the Term Sheet. Thereafter, this Agreement shall renew annually unless and until either party delivers notice of cancellation at least thirty (30) days prior to the end of the then current term. During the first 60 days of the service, the customer may elect to cancel this agreement for any reason and refund all equipment charges. Customer will be responsible for all installs charges and call charges.

3 SERVICES. For the Initial Term and any renewal term, for the fees set forth herein, 1Force Communications agrees to provide Customer with International Telecommunication Services utilizing our Network hereto ("Service" or "Services"). 1Force Communications may modify the Services upon 30 days' prior written notice, or earlier if required by any regulatory authority.

4 CHARGES AND PAYMENT TERMS.

4.1 Charges and Fees. During the term of this Agreement, for each month of Service, Customer agrees to pay 1Force Communications the charges and fees according to the Rate Schedule set forth on the Term Sheet.

4.2 Invoicing, Payment Terms and Security Deposit. 1Force shall invoice Customer for services on a monthly basis commencing on the date for the start of Service. Customer agrees to pay each invoice in full without deduction or set off of any kind within 7 business days of receipt. All payments shall be made in US dollars by wire transfer to the account set forth on the invoice. Invoices are sent via email only with originals mailed thru Jamaican Postal System. Additionally, upon signature of this Agreement, Customer agrees to pay 1Force a cash security deposit or provide an irrevocable standby letter of credit, or other form of security acceptable to 1Force, in the amount indicated on the Terms Sheet, within 7 business days of execution of the contract. As usage increases, 1Force may, at its sole discretion, require Customer to increase the security in an amount sufficient to cover such additional amounts, as 1Force deems necessary or appropriate. 1Force reserves the right to check Customer's credit record and references at any time and, increase the security deposit based on the results of any such check. 1Force may draw on the security deposit or line of credit for satisfaction of all past due amounts, and upon termination of this Agreement. 1Force shall return the security deposit, without interest, upon termination or expiration of this Agreement after all sums due have been paid and all rented equipment returned in good working condition. Deposits will be returned within 5 business days.

4.3 Billing Increments. All calls will be billed in 30 second increments.

4.4 Acceptable forms of payment. Payment for monthly usage, equipment payments and/or any other fees owed 1Force Communications shall be paid in the form of Check, Bank Transfer or International Wire or Corporate Credit Card. Acceptable Credit Cards are Visa, MasterCard and American Express. All payments are processed in US Dollars.

4.5 Late Fees. Late payments due to declined credit cards, un-received or late payments by check, transfer or wire or insufficient funds shall accrue interest at the rate of 2% of the unpaid balance of the service charges per month, or the maximum lawful rate under applicable law, whichever is less.

4.6 Rate Adjustment Schedule. 1Force Communications reserves the right to adjust charges for and/or delete Service offerings to specific locations by providing notice written or otherwise to Customer.

4.7 Taxes. In addition to all fees and charges due hereunder, Customer agrees to pay all General Consumption Taxes (G.C.T.) or other taxes or similar governmental charges (other than general income or property tax), arising out of or related to the provision of the Services hereunder, whether the responsibility of or charged to 1Force Communications or Customer ("Taxes"). All taxes are applied to call usage and or fees at the end of the month and will be reflected on the month end Invoice/Statement.

4.8 Billing Disputes. Customer shall notify 1Force Communications of any billing discrepancies in writing and in reasonable detail within thirty (30) days of the date of invoice in question. Customer will be deemed to have waived billing discrepancies for which notice is received by 1Force Communications after such time. 1Force Communications shall respond to any notice of billing discrepancy within 30 days of receipt.

4.9 Suspension of Service. 1Force Communications may suspend all or a portion of Service for late payment upon 24 hours notice to Customer. 1Force Communications will not be required to resume Service until Customer is current in all payments, including late fees and penalties, and has provided to 1Force Communications such additional assurance of Customer's ability to pay for Service, including a fee for reinstating Service, as 1Force may require in its sole discretion. If Customer fails to make such payment within a reasonable period of time in 1Force Communications' sole determination, 1Force Communications may cancel this Agreement with the same effect as if Customer had requested early termination.

5 TERMINATION

5.1 Termination for Quality of Service. If Customer becomes unsatisfied with the voice quality or service within 30 days after installation and 1Force Communications is unable to resolve the issue, customer may request that service be terminated at no penalty for early termination of the contract. Termination of the service shall not in any way relieve Customer of its obligations to pay for services rendered. 1Force Communications' owned equipment must be returned to 1Force Communications within 15 days or customer agrees to have the cost of the equipment charged to their credit card or deducted from their Deposit. It is understood, that 1Force Communications is not held liable for Quality of Service issues arising from customer owned equipment, including PBX or telephone units. While we will work with the customer to help resolve technical issues, 1Force assumes no responsibility for faults occurring on customer's equipment.

5.2 Termination for Failure to Pay. 1Force Communications may terminate this Agreement if Customer fails to make any payment when due or fails to furnish a valid credit card and fails to cure the default within 10 days after receipt of notice of such default. 1Force owned equipment must be returned to 1Force within 3 days or customer agrees to have the cost of the equipment charged to their credit card or deducted from the Deposit.

5.3 Termination by Order. 1Force Communications may terminate Service immediately upon request or order of any court, government, or quasi-governmental agency. 1Force owned equipment must be returned to 1Force within 15 days or customer agrees to have the cost of the equipment charged to their credit card or deducted from the Deposit.

5.4 Survival. No termination by 1Force Communications shall in any way relieve Customer of its obligations to pay for any unexpired portion of the then current term. 1Force owned equipment must be returned to 1Force within 15 days or customer agrees to have the cost of the equipment charged to their credit card or deducted from the Deposit.

5.5 Early Termination Penalty. If customer disconnects or otherwise terminates contracted services with 1Force Communications before the expiration of this agreement, customer acknowledges and agrees to pay an early termination penalty equal to the highest monthly billing charges from contract origination date multiplied by three (3). This is payable within 15 days upon early termination. If not paid, 1Force Communications reserves the right to collect such fee(s) either through collection agencies or legal litigation.

6 GENERAL

6.1 Severability. If any provision of this agreement should be held to be invalid, illegal or unenforceable, then such provision shall be construed in such a way as to make such provision enforceable, or this agreement shall be construed as if such provision had never been contained herein, and such invalidity, illegality or unenforceability shall not affect any other provision hereof.

6.2 Force Majeure. Neither party shall be in default by reason for any failure in network performance including connectivity to the main Atlanta POP due to negligence on behalf of third parties not contracted by 1Force Communications or "acts of nature". If such failure arises out of any act, event or circumstance beyond the reasonable control of such party, whether or not otherwise foreseeable, the party so affected will resume performance as soon as reasonably possible.

6.3 Indemnification. Customer agrees to defend, indemnify and hold harmless 1 Force Communications, its affiliates, agents and contractors from any and all third party claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising from or related to use, modification or resale of the Services by Customer or Customer's members, end-users, customers or any other third parties who utilize or access the Services or our network via the Services provided hereunder ("End Users").

6.4 Jurisdiction. This agreement is governed by the laws of Jamaica and each party submits to the non-exclusive jurisdiction of the Courts of Jamaica.

Accepted:

By: _____ Print Name: _____ Title: _____ Date: _____