

## CloudTouchdown™ Terms & Conditions

This Agreement is between CloudVO™ (hereafter referred to as 'CloudVO™') and the client who purchased the service ('Client'). Client is the individual card holder and user of CloudTouchdown™ services. Clients can be sponsored by an organization such as a corporation, but the rights and obligations related to a CloudTouchdown™ card pertains to the individual CloudTouchdown™ card user.

### 1. TERM:

Three (3) month term initially, then month to month. After initial term either party may cancel with 30 days written notice, yet all Agreements will terminate on the last calendar day of the billing cycle. There will be no back end pro-ration for service.

### 2. PRODUCTS:

2.1 **CloudTouchdown™ VIP plan:** Provides access to Day Offices and Conference Rooms with a 10% discount off the rates published on the [www.CloudTouchdown.com](http://www.CloudTouchdown.com) and [www.CloudMeetingRooms.com](http://www.CloudMeetingRooms.com) web sites (the 'Web Sites'), and additional benefits as listed on the Web Sites.

2.2 **CloudTouchdown™ Platinum plans:** Incorporate VIP plan benefits and include free access to Day Offices and Conference Rooms according to the number of points associated with each card, as listed on the Web Sites and on the CardTouchdown™ electronic card issued to Client. Each plan provides a monthly point allowance which is depleted every time a room is booked according to the point value associated with each room, as indicated on the location pages of the Web Sites. Most day offices are worth one point per hour of use. Most large conference rooms are worth two or more points. Global Platinum cards give free hour access to any location ('Center') in the network worldwide. Other Platinum cards are restricted geographically according to the area selection made at the time of purchase and as indicated on the electronic card.

### 3. RATES:

Rates (comprised of Monthly Card Fees, Points, and Overage Costs) are listed on the Web Sites. The point allocation for each room usage is clearly visible by each room description. If Client exceeds the allotted number of hours or points during the billing cycle then overage rates will apply. Overage rates vary amongst center locations and will be billed at a 10% discount off the published hourly rates found on the Web Sites.

### 4. RESTRICTIONS:

4.1 The CloudTouchdown™ Platinum cards are designed for mobile users. No more than 50% of free hours or points can be used in the same location in any one-month.

4.2 Existing Full Time or Virtual Office Clients at any CloudTouchdown™ partnering Center will have a 'Home Center' associated with their membership. The 'Home Center' is the location where they have established their primary business relationship with the CloudTouchdown™ Partner. None of the free hours or points included in the CloudTouchdown™ packages can be used in the Home Center. This Home Center restriction is designed to keep our rates low, consistent with occasional usage. If a more intense and repeated use of a specific location is required, the CloudVO™ customer service team can recommend a dedicated virtual office plan at that location.

### 5. USE:

Client agrees to use the Meeting Rooms for legitimate business purposes only. Client shall not conduct any activity on the premises which is forbidden by law, hazardous, or may invalidate or increase the premium of any insurance policy carried by the Center operator. Client shall not conduct any activity which impairs the character, quiet enjoyment, reputation, appearance or operation of the business. Client agrees to strictly adhere to the reasonable rules and regulations mandated by Center. Client is responsible to ensure that its

personnel and guests conduct themselves in a business-like and professional manner at all times. CloudVO™ may immediately terminate this Agreement, regardless of term, if Client, its employee or guests use vulgar language or demonstrates aggressive behavior directed toward any Center's staff or takes action to disrupt the business environment of the Center. Client must be present in ALL the meetings when free hours are used.

Scheduling for Meeting Rooms will be done through the Web Sites online reservation system on a first-come, first served basis in one (1) hour minimum increments, unless indicated otherwise on the Web Sites. Some rooms have minimum booking requirements of more than one hour. Plan hours or points are to be used by the last day of the billing cycle each month and will not be carried forward or backward. Client agrees to adhere to the 48 hour cancellation policy; scheduled hours or points will be charged against Clients account if cancellation occurs less than 48 hours. Client acknowledges that amenities and services vary among locations. Hours or points are not transferable and must be used by Client only.

### 6. ADDITIONAL SERVICES

Client will be allowed to utilize additional services within the Center and will be invoiced and charged accordingly. Additional services include, but are not limited to, pay-per-use services such as copying, faxing, postage, overnight delivery, catering, parking validations, and beverages. These services will be itemized on Client's invoice but charged as they are incurred.

### 7. PAYMENT OF SERVICES

7.1 Monthly card fee payments: Payment is payable monthly in advance and due no later than the 1st business day of the monthly billing cycle. Unless agreed upon in writing, Client's credit card will be charged automatically within 5 business days prior to each billing cycle. A \$25 late fee will be charged if the credit card is declined and payment is not complete within 2 business days of the due date. Services will be suspended if payment is not complete on the first day of the billing cycle.

7.2 Billing cycles: Monthly billing cycles start on the first day of service at the time of purchase.

7.3 Payment for pay-per-use services: Fees for pay-per-use services in addition to applicable taxes are invoiced in arrears but will be charged on Client's credit card as incurred. Clients has 15 days from receipt of invoice to dispute any charges.

### 8. INDEMNIFY AND HOLD HARMLESS:

Client agrees that CloudVO™ is to be free from all liability for claims for damages by reason of injury to any person or loss or damage to any property from any cause while in, upon or in any way connected with the facilities. Client agrees to hold CloudVO™ harmless from all liability, loss, cost or obligations on account of, or rising out of any such injuries or losses, however occurring. Client further agrees that CloudVO™ will not be liable for any loss sustained as a result of CloudVO™'s failure to provide a service as a result of a strike or a termination of partnership with a local day office and meeting room provider, to the maximum extent permitted by applicable laws. CLIENT EXPRESSLY AND SPECIFICALLY AGREES TO WAIVE AND NOT TO MAKE ANY CLAIM FOR DAMAGES, DIRECT, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL, INCLUDING, BUT NOT LIMITED TO: LOST BUSINESS REVENUE OR PROFITS, FOR ANY REASON WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY FAILURE TO PROVIDE ANY SERVICE PROVIDED HEREUNDER.

### 9. NOTICES

Written notice may be emailed to [Support@CloudTouchdown.com](mailto:Support@CloudTouchdown.com) and will be considered received upon a replied confirmation.