

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, plan Credits are not date specific so regardless of commencement or termination there will be NO proration of the monthly fee.
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 and www.CloudMeetingRooms.com web sites (the 'Web Sites'), and additional benefits as listed on the Web Sites.
 - 2.2 **CloudTouchdown™ Platinum plans:** VIP plan benefits include access to Day Offices and Meeting 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 credit allowance which is depleted every time a room is booked according to the credit 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 meeting rooms are worth two or more credits per hour. 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, Credits, and Overage Costs) are listed on the Web Sites. The Credit allocation for each room usage is clearly visible by each room description. If Client exceeds the allotted number of credits 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 credits 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 credits 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.
 - 4.3 Generally, Meeting Room space is available Monday-Friday from 8:30-5:00, local time, Holiday's excluded. Please contact CloudTouchdown™ staff regarding additional availability.
5. **USE:**
 - 5.1 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 any and ALL meetings when credits are used. **Credits are not transferable.**
 - 5.2 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 credits 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 use will be charged against Clients credit balance or result in overage if cancellation occurs less than 48 hours prior to the start of the booking. Client acknowledges that amenities and services vary among locations. Credits are not transferable and must be used by Client only. Meeting Rooms should not be considered confirmed until Client receives confirmation either via a CloudMeetingRooms.com confirmation or via CloudVO™ staff.
 - 5.3 Client may NOT utilize the address of any CloudTouchdown™ location any of Client's marketing materials including: website, business cards or stationary or receive mail at any CloudTouchdown™ location. Deliveries specific to a scheduled meeting may be made with advance notice.
6. **ADDITIONAL SERVICES**

Client may 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 and will include applicable taxes.
7. **PAYMENT OF SERVICES**
 - 7.1 Monthly card fee payments are due and payable monthly in advance on the 1st business day of the month. Client's credit card will be charged automatically. A \$25 late fee will be charged if the credit card is declined and payment is not complete by the 2nd business day of the month and services will be suspended until payment is complete.
 - 7.2 Use of Meeting Room space credits are available at time of purchase, therefore CloudTouchdown™ will not prorate the monthly rate. Client will pay full monthly fee for any days in a calendar month Client has an active account.
 - 7.3 Payment for "Additional Services" as described in Section 6 and for hourly use in excess of credit balance will be invoiced in arrears and charged to Client's credit card upon invoicing. Client 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 and will be considered received upon a replied confirmation.