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Support@CloudVO.com

www.CloudVO.com

Terms and Conditions Virtual Office Agreement

This Virtual Office Agreement ("Agreement") is entered into by and between Cloud Officing Corp, a Delaware Corporation ("CloudVO") and company name entered at time of purchase ("Client").

Term of this Agreement: This Agreement shall commence on **Order Date** and shall continue for an initial period of **Terms listed on Order Confirmation** ("Initial Term"). After completion of the Initial Term, the Agreement will continue on a month-to-month basis until terminated as set forth herein. Client must give 30 Day's written notice, sent to Support@CloudVO.com and responded to with a confirmation email, prior to the end of the term in order to terminate this Agreement. Regardless of commencement or notice, this Agreement can only be terminated by Client at the end of a calendar month. Notice not received on the 1st calendar day of the month, will result in a continuation of the Agreement until the last calendar day of the following month.

For multiple orders, if applicable:

Term of this Agreement (Plan Name 1): This Agreement shall commence on **Order Date** and shall continue for an initial period of **Terms listed on Order Confirmation** ("Initial Term"). After completion of the Initial Term, the Agreement will continue on a month-to-month basis until terminated as set forth herein. Client must give 30 Day's written notice, sent to Support@CloudVO.com and responded to with a confirmation email, prior to the end of the term in order to terminate this Agreement. Regardless of commencement or notice, this Agreement can only be terminated by Client at the end of a calendar month. Notice not received on the 1st calendar day of the month, will result in a continuation of the Agreement until the last calendar day of the following month.

Term of this Agreement (Plan Name 2): This Agreement shall commence on **Order Date** and shall continue for an initial period of **Terms listed on Order Confirmation** ("Initial Term"). After completion of the Initial Term, the Agreement will continue on a month-to-month basis until terminated as set forth herein. Client must give 30 Day's written notice, sent to Support@CloudVO.com and responded to with a confirmation email, prior to the end of the term in order to terminate this Agreement. Regardless of commencement or notice, this Agreement can only be terminated by Client at the end of a calendar month. Notice not received on the 1st calendar day of the month, will result in a continuation of the Agreement until the last calendar day of the following month.

Service Charge: Included in the Service Amount, CloudVO will provide the services outlined in the service package selected at the time of execution of this Agreement. Details are outlined at www.cloudvirtualoffice.com/content/virtual-office-plans.

Client is responsible for any additional costs for services incurred by Client beyond those included in the selected service package. Additional expenses may include, but are not limited to: postage, packaging supplies, administrative support, office and conference room usage, beverage and catering services, and messenger and delivery services. Charges may vary from location to location.

Payment of Services: Payment must be made by Client by credit card. Payment is due and payable on the first day of each calendar month. Client will incur a \$25.00 late fee if funds are not received by the 5th day of the month. Non-

payment by the 6th day of the month will mean that Client is in default of this Agreement and will result in immediate termination of services, with or without written notification to Client, by CloudVO. In the event of a default, in order to resume services, Client must pay the total balance due as well as a re-activation charge of \$99.00.

Service Deposit: Client is not required to deposit with CloudVO an advanced retainer for services. However, by submitting Client's credit card data to CloudVO, Client acknowledges that CloudVO will process Client's payment on the 1st day of each month for the Service Amount as well as the previous month's variable service charges, as itemized by CloudVO. If Client's credit card is declined for any reason, and Client does not make alternative payment arrangements in order to ensure timely payment in accordance with the above section - Payment of Services, Client will be in default. In order to reactivate services in the event of a default by Client, CloudVO may, in its discretion, require a refundable retainer in an amount equal to the Service Amount to hold on account, interest free, until such time as this Agreement is terminated and Client has paid CloudVO in full.

Administrative Fee: Client agrees to pay a one-time non-refundable administrative fee of \$149 and Client receives written confirmation from CloudVO. Any mail or packages arriving for Client prior to the completion of the set up and review process will be returned to sender. CloudVO has the right to cancel all services and refund all fees at any point prior to receipt of Client's confirmation. Client has 24 hours from receipt of CloudVO's initial email of "next step" instructions to cancel services for a full refund. Once this time period has lapsed, Client agrees that if it does not complete the set up process, CloudVO will refund the amount paid, if any, for contracted business services. Client agrees that it is not entitled to any refund the one-time Administrative Fee.

Office/Conference Room Usage: If Client's Service Package includes access to conference rooms or office space, Client will receive contact information for scheduling and confirming Client's use. Each location has slightly different amenities and services. Client understands and agrees that scheduling of conference rooms and offices is on a first-come, first served basis. Client acknowledges that Client's account will be charged a 1-hour minimum per scheduled use and then in 1-hour increments thereafter. Contracted hours are to be used by the last billing day of each month and hours will not be carried over. Hourly use over the contracted amount will be billed at the published hourly rates per center. Client agrees to adhere to CloudVO's cancellation policy which requires written cancellation 48 or more hours in advance of the start of the scheduled use to avoid being charged the full amount of the reservation. Client acknowledges that amenities, services, and service pricing may vary among locations. Client may be required to pre-pay for contracted services such as catering and specialized audio-visual equipment. Client must be present at time of use.

Manner of Use: Dependent upon Service Package, Client may use the facilities and services of CloudVO, its affiliates, or assignees for legitimate business purposes only. Client shall not conduct any activity on the premises which is forbidden by law, hazardous, offensive to others, or may invalidate or increase the premium of any insurance policy carried by CloudVO, its affiliates, or contracted partners. Client shall not conduct any activity which impairs the character, quiet enjoyment, reputation, appearance, or operation of CloudVO, its affiliates, its contracted partners, or any affiliated business center. Client agrees to strictly adhere to the rules and regulations mandated by CloudVO's, its partners or their on-site staff. 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, or Client's employees or guests, use vulgar, abrasive, harassing, threatening, or insulting language. CloudVO may immediately terminate this Agreement, regardless of term, if Client, or Client's employees or guests, demonstrates aggressive, threatening, hostile, sexually inappropriate, or inappropriate behavior directed toward or observed by any of CloudVO's staff or business center staff. CloudVO may immediately terminate this Agreement, regardless of term, if Client, or Client's employees or guests, takes any action to disrupt the business environment of any center location affiliated with CloudVO or its partners.

Using the likeness or building trademark of any of CloudVO's centers or that of its affiliates or assignees in Client's marketing or other business collateral is strictly prohibited.

Client acknowledges that it has only a contracted service relationship and has no tenancy or real property interest in any leasehold or owned asset of CloudVO, its affiliates, or its contracted partners.

Hours of Operation: Unless agreed otherwise, Client may use the services Monday - Friday, 8:30 am to 5:00 pm, holidays excluded. (hours may vary by location). For a list of CloudVO's holiday schedule please reference:

www.cloudvirtualoffice.com/content/holiday-schedule.

Mail Service: (If Applicable) CloudVO will act as an agent for Client in receiving mail and reasonably sized packages when such are delivered to CloudVO partners in conjunction with service to Client. Client agrees to complete and submit to CloudVO a U.S.P.S. Form 1583 which will become part of this Agreement and service will not commence prior to completed forms being returned and confirmed by CloudVO. Client authorizes CloudVO, its partners, agents, or assignees to sign for mail and packages deliverable only upon signature and agrees to pick up mail and packages in a timely manner. Where forwarding is available and upon written instruction, CloudVO's partners will forward mail and deliveries to another address by re-packaging and posting the contents of Clients mail and deliveries. Client agrees to pay for administrative costs, supplies, and postage to accommodate forwarding. CloudVO will not be responsible for any delay or loss of mail during forwarding process.

Client agrees that administrative charges will apply if Client contacts CloudVO's staff to review and/or read contents of Client's mail. CloudVO is not responsible for mail returned to sender for non-payment.

CloudVO will accept mail in Client's name, as detailed by Client upon application of this service ONLY. CloudVO is not responsible for mail returned to sender for improper address. Mail must be addressed according to the instructions provided by CloudVO upon commencement of this Agreement.

Client acknowledges that the U.S Postal Service will not accept a "Change of Address" request for any CloudVO virtual client. Therefore, at cancellation, a \$99.00 termination fee will be assessed which will cover a 30- day phone referral via voicemail and 30-day forwarding service for mail/packages of reasonable size (exclusive of cost of postage). This service is only available to Clients whose accounts are paid in full and Client affirms that following the forwarding term, if any all mail addressed to Client will be marked and returned to sender.

Any violation of USPS laws or regulations by Client may result in immediate termination of services by CloudVO.

Telephone Service: (If Applicable) CloudVO will provide personalized phone services per Client's Service Package during business hours as published on the website, holidays excluded. Unless agreed otherwise, reception services are provided for one user, via one assigned phone number and one voicemail box with universal messaging and 24 -hour accessibility. Unless otherwise agreed, services with call forwarding are restricted to calls within the United States and Canada. Client agrees that its use of the Telephone Service is for legitimate business purposes only, and that the volume of calls is commensurate with the normal usage expected of client's profession. Client acknowledges and affirms that all components of CloudVO's Telephone Service, including phone number(s) issued by CloudVO and used by Client will remain at all times property of CloudVO. Client agrees to strictly adhere to the reasonable rules and regulations mandated by CloudVO with respect to the management of the personalized Telephone answering services. CloudVO may immediately terminate a Client's Agreement, regardless of term, if Client, or its employee or guests, use vulgar, abrasive, threatening, harassing, insulting, or otherwise inappropriate language or demonstrates aggressive, hostile, harassing, or threatening behavior toward CloudVO's answering services staff or if Client's call volume impedes the normal operations of CloudVO's answering services.

Operator's Employees: Client will not solicit any of CloudVO or CloudVO partner's employees for employment from the date of commencement of services through the date which is two (2) years after the termination of services to Client or this Agreement. Indemnify and Hold Harmless: Due to the imperfect nature of technology and verbal, written, mailed, or electronic communication, as well as mistakes by employees or associates, or due to strike, Force Majeure, or other unforeseen occurrence, Client agrees that CloudVO is free from all liability for claims for damages by any reason barring willful misconduct on behalf of CloudVO, its affiliates, partners, agents, or assignees. This indemnification of liability includes any perceived loss of business, profits, or anticipated earnings that arises out of or in connection with Client's use of CloudVO's services including: telephone, voicemail, phone answering, mail delivery or mail forwarding, internet and computer services, or center specific services. 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 of CloudVO, its agents, affiliates, partners, or assignees. 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.

Limitation of Liability: CloudVO shall not be liable for any direct, indirect, incidental, punitive, special, multiple, or consequential damages resulting from Client's use or inability to use the Services or for cost of procurement or substitute goods and services or resulting from any products or services purchased or obtained through the site including loss of profits, use, data or intangible property, even if CloudVO has been advised of the possibility of such damages. The entire liability of CloudVO, and Client's exclusive remedy with respect to the use of the site and Services, are limited to the lesser of: 1) the amount actually paid by Client for the Services during the three (3) months preceding the date of any claim made by Client; or 2) \$500.00 (US), whichever is less. By acceptance of this Agreement, Client hereby releases CloudVO, its affiliates, partners, agents, and assignees from any obligations, liabilities and/or claims in excess of this limitation. Lawful Use: Client agrees that the use of this site and any related services is subject to all applicable national, state and local laws and regulations and that Client is solely responsible for ensuring compliance to this provision. CloudVO may terminate services, immediately, with or without notice to Client, if the legality of the Client's business is questioned by any local, state or national policing or regulatory authority.

Assignment: Client may not transfer or assign this Agreement to another party without the written authorization of an officer of CloudVO. Sale or Closure of Partner Location: In the event that CloudVO becomes aware that the partner location used by Client will close or be sold, CloudVO staff will reach out to Client immediately to make arrangements for an alternative location. CloudVO will honor the contracted rate of services at a location of similar amenities and services for the remaining term of Client's Agreement. If there is not a like alternative location or there is no other location available, Client may immediately discontinue services with CloudVO without penalty. CloudVO will have no liability for any costs incurred due to the Sale or Closure of the Client's contract location.

Severability: In the event that any provision in this Agreement is deemed invalid, unenforceable, or void for any reason, in whole or in part, such determination shall affect only the portion of the Agreement deemed as such.

Notices: Formal notices delivered to CloudVO must be sent to: Support@CloudVO.com. Client must receive confirming communication to consider the notice to have been received. CloudVO will direct correspondence to Client via the electronic e-mail address last provided by Client. If Client's electronic e-mail address is no longer viable, Client has waived the right of formal notification.

By checking the "I agree to the Terms and Conditions" box on the CloudVO order page, you agree to be bound by the terms of this Agreement.