

## 1) **ACCEPTANCE OF TERMS OF SERVICE**

- a) As a precondition and requirement to use the services available via Virtualcloudworks, you, for yourself and for the company or other person(s), if any, you represent (“Subscriber” or “Subscribers”, as applicable), hereby accept and agree to be legally bound by these Terms of Service (“Terms”). These Terms are effective immediately between the Subscriber and Virtualcloudworks Limited. dba Virtualcloudworks.net, its subsidiaries and affiliates (“Virtualcloudworks”). Each Subscriber is subject to these Terms, and by using Virtualcloudworks’ services, network and/or systems (collectively the “Services”), Subscriber agrees to be legally bound by and subject to all terms and conditions contained in these Terms, including as well all usage policies and other policies herein. To the extent not inconsistent therewith, these Terms are also incorporated into the individual service agreement, if any, of each Subscriber.
- b) Subscriber represents and warrants that, if an individual, Subscriber is at least 18 years old and otherwise legally competent in all respects to, or, if an entity, Subscriber is a corporation, limited liability company, partnership, or other legal entity duly formed and in good standing, as applicable, and possesses all legal authority and power to accept and be bound by these Terms. Additionally, Subscriber represents and warrants that neither it, she, or he (as applicable), nor any entity it, she or he represents, is prohibited under any part of section 17 of these Terms from registering or signing up with or otherwise subscribing to or receiving any of the Services from Virtualcloudworks. Further, Subscriber represents and warrants all information provided by Subscriber to Virtualcloudworks has been and is complete, accurate, and current, and that Subscriber shall continue to provide complete, accurate and current information to Virtualcloudworks in connection with all registration or renewal processes and further agrees to update all such information as necessary to maintain complete, accurate and current information. Although Subscribers of paid services offered through Virtualcloudworks must be at least eighteen (18) years of age and otherwise legally competent to accept and be legally bound by these Terms, a parent or legal guardian of a minor may obtain an account on the minor’s behalf, and by doing so, consents to such minor’s use of the Services. Subscribing parents and legal guardians each for herself or himself, as applicable, accept and agree to be legally bound by these Terms, and assume full responsibility and liability associated with any failure of compliance with the Terms in connection with said minor’s use of any of the Services.
- c) Virtualcloudworks intends to provide the best possible hosting service to each of its Subscribers. Virtualcloudworks is also dedicated to staying abreast of new and available technologies that will better serve our Subscribers. However, due to changing technologies, changing laws and the individual and collective needs of our Subscribers, Virtualcloudworks reserves the right, in its sole discretion, to

change, modify, add or remove all or any part of these Terms at any time with or without notice.

- d) Subscribers may view the most current version of these Terms at <http://www.adaptainer.io/terms-of-use/>. Any use of the Services by Subscriber, after changes, modifications, additions or deletions to these Terms are posted on the Virtualcloudworks website, shall constitute Subscriber's acceptance of all such changes, additions, modifications or deletions. If a Subscriber does not agree to any such alterations to these Terms, the Subscriber's sole and exclusive remedy is to cancel the Subscriber's account as set forth in Section 4 below.
- e) If Virtualcloudworks makes a significant change to these Terms, as determined in its sole discretion, Virtualcloudworks will post a notice that we have made significant changes to the Terms on the Virtualcloudworks website for at least thirty (30) days after the changes are posted and will indicate at the bottom of these Terms the date these Terms were last revised.

## 2) **ACCEPTABLE USE POLICY**

Under this Agreement, Subscriber shall comply with Virtualcloudworks' then current Acceptable Use Policy ("AUP"), as amended, modified or updated from time to time by Virtualcloudworks, and other agreements which currently can be viewed under the Terms of Service section of this Web site (collectively, the "Terms of Service"), and which is incorporated in this Agreement by reference. Subscriber hereby acknowledges that it has reviewed the AUP and that the terms of the AUP are incorporated herein by reference. In the event of any inconsistencies between this Agreement and the AUP, the terms of the AUP shall govern. Virtualcloudworks does not intend to systematically monitor the content that is submitted to, stored on or distributed or disseminated by Subscriber via the Service (the "User Content"). User Content includes content of Subscriber's and/or users of Subscriber's Web site. Accordingly, under this Agreement, Subscriber will be responsible for Subscriber's users content and activities on Subscriber's Web site. Notwithstanding anything to the contrary contained in this Agreement, Virtualcloudworks may immediately take corrective action, including removal of all or a portion of the User Content, disconnection or discontinuance of any and all Services, or termination of this Agreement in the event of notice of possible violation by Subscriber of the AUP. In the event Virtualcloudworks takes corrective action due to a violation of the AUP, Virtualcloudworks shall not refund to Subscriber any fees paid in advance of such corrective action. Subscriber hereby agrees that Virtualcloudworks shall have no liability to Subscriber or any of Subscriber's users due to any corrective action that Virtualcloudworks may take (including, without limitation, suspension, termination or disconnection of Services).

## 3) **TERM – PAYMENT – RENEWAL OF ACCOUNT AND DOMAIN**

### a) **TERM OF SERVICE**

The term of Subscriber's subscription to the Services commences upon Subscriber's acceptance of these Terms and terminates as set forth in Paragraph 3.7 and Section 4.

b) **PAYMENT**

Subscriber agrees to pay all applicable fees for Services in effect at the time of sign-up registration and/or renewal, subject to these Terms. Subscriber agrees to update and keep current all of Subscriber's billing information, email and all other contact information. It is the Subscriber's responsibility to verify that the information submitted is accurate to insure proper billing and continuity of services. Virtualcloudworks may use Merchant Updater Services to receive updated billing information from participating providers.

c) **PROMOTIONAL PRICING**

Virtualcloudworks may periodically offer "free" or discounted services or credits in connection with a promotional offer, including, without limitation, free domain name registration. Such promotional offers are honored only in connection with the specific promotional package to which they apply. In the event a Subscriber downgrades or otherwise changes his/her/its subscription to a subscription to which a promotional offer does not apply, Subscriber will forfeit any unused free credits offered under the promotional packaged and Virtualcloudworks will charge Subscriber the prevailing fees for any free credits redeemed by Subscriber under the promotional package.

d) **AUTOMATIC RENEWAL OF HOSTING ACCOUNT**

As a courtesy and not as an obligation (contractual or otherwise), fifteen (15) days prior to the expiration of Subscriber's Hosting Account or Domain(s) Virtualcloudworks will automatically renew Subscriber's Hosting Account by charging the applicable fee for the non-promotional rate to Subscriber's current method of payment on file. The initial term of this Agreement shall be as set forth in the Registration Form (the "Initial Term"). The Initial Term shall begin upon commencement of the Services to Subscriber, and after the Initial Term, this Agreement shall continue for successive periods (or renewal period) of equal length as the Initial Term or such other Term and price that shall be set forth in a notice to the customer at least thirty (30) days prior to the commencement of such successive period or renewal period. In the case of insufficient funds we will attempt to collect at a partial term quantity ( not changing your current term) to continue service as per contract. Additionally after the Initial Term, you acknowledge, agree and authorize us to automatically bill and/or charge on your credit card for successive or renewal periods, unless terminated or cancelled by either party as provided in this section. Virtualcloudworks shall provide notice of

the upcoming charge to Subscriber no later than thirty (30) days prior to the payment date. The Initial Term and all successive renewal periods shall be referred to, collectively, as the "Term".

e) **NOTIFICATION OF AUTOMATIC RENEWALS**

Subscriber will be notified of pricing for EACH successive period (or renewal period) no later than thirty (30) days prior to the payment date of SUCH successive period (or renewal period) for all products and services with a successive or renewal period of twelve (12) months or greater. This notification will be sent to the contact email address on file for the Account.

f) **CHARGEBACKS AND REVERSALS**

In the event Subscriber issues a chargeback or reversal of charges without first following the below cancellation procedures, the Subscriber will be responsible for a USD \$20.00 billing service fee. Hosting accounts that have an open dispute may be disabled for security purposes.

g) **AUTHORITY**

In the event Subscriber is a corporation, limited liability company, partnership, joint venture, other business entity or group of individuals, the person registering for or renewing Virtualcloudworks Services on behalf of Subscriber hereby certifies that he/she has the authority to and does hereby bind the corporation, limited liability company, partnership, joint venture or other individuals in this manner and in connection with Subscriber's acceptance of all other Terms set forth herein.

4) **CANCELLATION OF SERVICES – REFUND POLICY**

Virtualcloudworks provides a 30-day money back guarantee for new hosting account registrations, subject to the following terms and conditions:

a) **NONREFUNDABLE FEES**

Fees paid by Subscriber in connection with the purchase of SSL certificates, Site Backup Pro, Pay Per Click Marketing (PPC), Design Service Standard, Design Service Plus, Design Service Premium, SEO Package, CDN, are nonrefundable under these Terms, as are Check Refunds of USD\$10.00 or less due to processing fees, unless otherwise stated in the agreement Subscriber entered into with the individual service provider.

b) **CANCELLATIONS WITHIN FIRST 3 DAYS OF REGISTRATION**

In the event Subscriber cancels the Services within three (3) calendar days of registration, Subscriber will receive a full refund of all fees paid in connection with the registration upon request, with the exception of any Nonrefundable Fees set forth in Paragraph 4.1.

c) **CANCELLATIONS AFTER 30 DAYS**

Subscriber may cancel his/her/its Services at any time, before or after automatic account renewal, and, with the exception of any Nonrefundable Fees set forth in Paragraph 4.1 and any setup fees, which are non refundable after thirty (30) calendar days, receive a prorated refund for all other fees paid for Services

d) **NOTICE OF CANCELLATION**

Subscriber agrees to direct all cancellation requests to Virtualcloudworks via email, [billing@adaptainer.io](mailto:billing@adaptainer.io), or online chat. The cancellation request must include verification of ownership of the hosting account, as determined by Virtualcloudworks. Subscriber must also confirm to Virtualcloudworks that all emails, files, and databases are preserved and backed up somewhere other than Virtualcloudworks server space. Once confirmed the cancellation can be processed.

5) **LICENSE TO VIRTUALCLOUDWORKS or ADAPTAINER**

Virtualcloudworks claims no ownership interest in the content of Subscriber's web site(s). By submitting content and data to Virtualcloudworks, Subscriber grants to Virtualcloudworks, its successors and assigns, the worldwide, royalty-free, and nonexclusive license under Subscriber's copyrights and other rights, if any, in all material and content displayed in Subscriber's web site to use, distribute, display, reproduce, and create derivative works from such material in any and all media, in order to maintain such content on Virtualcloudworks' servers during the Term. Subscriber also authorizes the downloading and printing of such material, or any portion thereof, by end-users for their personal use. This license shall terminate upon Subscriber's cancellation of the Services as set forth in Sections 3 and 4 of the User Agreement.

6) **USAGE POLICIES AND DEFINITIONS**

A. **"UNLIMITED" USAGE POLICIES AND DEFINITIONS**

- i) "Unlimited" usage policies and definitions apply only for reasonable and legal use.

## **1) WHAT “UNLIMITED” MEANS**

Virtualcloudworks does not set an arbitrary limit or cap on the amount of resources a single Subscriber can use. In good faith and subject to these Terms, Virtualcloudworks makes every commercially reasonable effort to provide its Subscribers with all the storage and bandwidth resources needed to power their web sites successfully, as long as the Subscriber’s use of the service complies with these Terms. By not setting limits on key resources, we are able to provide simple, consistent pricing to our Subscribers as they grow their websites. As a result, a typical website may experience periods of great popularity and resulting increased storage without experiencing any associated increase in hosting charges.

## **2) WHAT “UNLIMITED” DOES NOT MEAN**

Virtualcloudworks employs complex mechanisms to protect its Subscribers and systems from abuse. Virtualcloudworks’ offering of “unlimited” services is not intended to allow the actions of a single or few Subscribers to unfairly or adversely impact the experience of other Subscribers. Virtualcloudworks’ service is a hosting service, which means that multiple Subscriber web sites are hosted from the same cluster and share hardware/network resources. Virtualcloudworks’ service is designed to meet the typical needs of small business and home business website Subscribers in the United Kingdom. It is NOT intended to support the sustained demand of large enterprises, internationally based businesses, or non-typical applications better suited to a dedicated server. Virtualcloudworks will make every commercially reasonable effort to provide additional resources to Subscribers who are using their website(s) consistent with these Terms, including moving Subscribers to newer and bigger shared servers as necessary. However, in order to ensure a consistent and quality experience for all Subscribers, Virtualcloudworks does place automated safeguards to protect against any one site growing too quickly and adversely impacting the system until Virtualcloudworks can evaluate said sites resource needs

## **3) ENVIRONMENT USAGE POLICIES**

### **BANDWIDTH USAGE**

Hosting accounts are allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package you purchase. Should your account exceed the allocated monthly amount, we reserve the right to (i) suspend the account until the start of the next month’s allocation; (ii) suspend the account until more bandwidth is purchased at an additional fee; (iii) suspend the account until you upgrade to a higher

level of package; (iv) terminate the account; and/or (v) charge you an additional fee for the overages. Unused bandwidth in one month cannot be carried over to the next month and bandwidth may not be pooled among multiple servers or accounts.

## 7) **CONTAINERS**

When creating a cloud environment, we cluster cloud servers into independent areas, referred to as “Containers.” Each Container is allotted its own disk space, CPU power, bandwidth, and memory. This isolation of server space allows for independent server customization for which each User is responsible. In addition to all terms and conditions described in this Agreement, the following shall also be applicable to VPS Users:

- a) Each User is solely responsible for providing the firewalls, software, web files, content and operating systems for the User’s Container.
- b) Each User is solely responsible for all installation, maintenance, security and backup of the operating system, software, files and data used in the User’s Container, as well as any reinstalls and changes.
- c) Each User is solely responsible for all activities conducted in connection with the User’s Container.

## 8) **PROPERTY RIGHTS**

These Terms do not give Subscriber any rights in Virtualcloudworks intellectual property or technology. Virtualcloudworks and related trademarks and logos are the exclusive property of Virtualcloudworks. Virtualcloudworks and Subscriber agree that neither will, directly or indirectly, reverse engineer or decompile object code or execution code, nor otherwise seek to obtain source code or trade secrets of the other party. Notwithstanding the foregoing, nothing herein shall bar Virtualcloudworks from using any knowledge, information or skills that are generally known or that can be learned or otherwise acquired in the normal course of business.

## 9) **UNIVERSITY PROGRAM**

- a) Virtualcloudworks provides discounted student rates to participating Universities for their students. During the course of registering for your account, the student provides subscriber information and clicks and agrees to the Virtualcloudworks Terms of Service, located at: <http://www.Virtualcloudworks.net/terms-of-use/> (the “TOS”). It is the student, not the University, which is the customer and registered holder of the account. As such the student, not the University, is responsible for conducting the activities regarding the account in accordance with Virtualcloudworks Terms of Service. Virtualcloudworks will support such accounts in accordance with its usual practices, which may include suspension or termination of such accounts and websites under certain circumstances in

accordance with the Virtualcloudworks Terms of Service and applicable law. However it is important to note that Virtualcloudworks is not legally required to and does not pre-screen content or monitor content placed on customer websites or activities conducted on or through such websites. In each case it is the customer (the student), not Virtualcloudworks and not the university, who is responsible for handling their website in accordance with Virtualcloudworks Terms of Service.

- b) Billing information is provided by the student at sign-up or, if the University has prepaid the initial term, when the student signs up for additional products or services or renews the account after the initial term.
- c) Please note that any and all amounts prepaid for accounts purchased by the University are non-refundable once the account has been created by the student.

#### 10) **DISCLAIMER OF WARRANTY**

YOU, THE SUBSCRIBER, ACKNOWLEDGE THAT THE SERVICES AND THE SOFTWARE ARE PROVIDED "AS IS, AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. VIRTUALCLOUDWORKS, LLC HEREBY DISCLAIMS ANY WARRANTY OR CONDITION WITH RESPECT TO THE QUALITY, PERFORMANCE OR FUNCTIONALITY OF THE SERVICES AND SOFTWARE, OR WITH RESPECT TO THE QUALITY OR ACCURACY OF ANY INFORMATION OBTAINED FROM OR AVAILABLE THROUGH USE OF THE SERVICES AND SOFTWARE, OR THAT THE SERVICES AND SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND SOFTWARE MAY CONTAIN ERRORS. NO ADVICE OR INFORMATION GIVEN BY VIRTUALCLOUDWORKS OR VIRTUALCLOUDWORKS' REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, SUBSCRIBER SUPPORT REPRESENTATIVES, SHALL CREATE A WARRANTY. VIRTUALCLOUDWORKS DISCLAIMS ALL WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OF COMPUTER PROGRAMS AND CONTENT. VIRTUALCLOUDWORKS DOES NOT GUARANTEE THAT USERS WILL BE ABLE TO USE THE SERVICES AT TIMES OR LOCATIONS OF THEIR CHOOSING. VIRTUALCLOUDWORKS DOES NOT WARRANT THAT THE SERVICES ARE COMPATIBLE WITH ANY THIRD PARTY SERVICE OR SOFTWARE, EVEN IF SUCH THIRD PARTY CLAIMS, REPRESENTS OR WARRANTS THAT SUCH SERVICE OR SOFTWARE IS COMPATIBLE WITH ANY SERVICE OR VIRTUALCLOUDWORKS IN PARTICULAR.

#### 11) **LIMITATION OF LIABILITY**



VIRTUALCLOUDWORKS SHALL NOT BE LIABLE FOR NONPERFORMANCE OR DELAY IN PERFORMANCE CAUSED BY ANY REASON, WHETHER WITHIN OR OUTSIDE OF ITS CONTROL. IN NO EVENT SHALL VIRTUALCLOUDWORKS BE LIABLE UNDER CONTRACT, NEGLIGENCE, TORT, CONVERSION, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT, IP RIGHTS HOLDER INFRINGEMENT, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOSS OF DATA OR INFORMATION OF ANY KIND OR LOSS OF BUSINESS GOODWILL OR OPPORTUNITY) WHETHER OR NOT VIRTUALCLOUDWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. VIRTUALCLOUDWORKS SHALL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY. VIRTUALCLOUDWORKS' ENTIRE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY USE OF THE SERVICES IS THE CANCELLATION OF SUBSCRIBER'S ACCOUNT AS SET FORTH HEREIN. IN NO EVENT SHALL VIRTUALCLOUDWORKS' LIABILITY TO YOU, THE SUBSCRIBER, EXCEED THE GREATER OF ONE DOLLAR (\$1.00) OR ANY AMOUNTS ACTUALLY PAID IN CASH BY YOU, THE SUBSCRIBER, TO VIRTUALCLOUDWORKS FOR THE PRIOR ONE MONTH PERIOD. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THESE TERMS OR OUT OF THE SERVICES MAY BE BROUGHT BY YOU, THE SUBSCRIBER, MORE THAN ONE YEAR AFTER THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION. SOME JURISDICTIONS DO NOT ALLOW A LIMITATION ON LIABILITY FOR NEGLIGENCE THAT CAUSES DEATH OR PERSONAL INJURY AND, IN SUCH JURISDICTIONS, VIRTUALCLOUDWORKS' LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

## 12) **INDEMNIFICATION**

You, the Subscriber, agree to defend, indemnify and hold Virtualcloudworks, its affiliates and its sponsors, partners, other co-branders and the respective directors, officers and employees of each harmless from and against any and all claims, losses, damages, liabilities and costs (including, without limitation, reasonable attorneys' fees and court costs) arising out of or relating to your breach of any of these Terms or use by you or any third party of the Services, except to the extent the foregoing directly result from Virtualcloudworks' own gross negligence or willful misconduct. Virtualcloudworks reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, the Subscriber.

## 13) **MISCELLANEOUS**

### a) **BACKUPS**

For its own operational efficiencies and purposes, Virtualcloudworks from time to time backs up data on its servers, but is under no obligation or duty to Subscriber

to do so under these Terms. IT IS SOLELY SUBSCRIBER'S DUTY AND RESPONSIBILITY TO BACKUP SUBSCRIBER'S FILES AND DATA ON VIRTUALCLOUDWORKS SERVERS, AND under no circumstance will Virtualcloudworks be liable to anyone FOR DAMAGES OF ANY KIND under any legal theory for loss of Subscriber FILES AND/or data on any Virtualcloudworks server.

b) **MONITORING AND DISCLOSURES**

All activities occurring on, in, and/or via the Services or any website hosted by Virtualcloudworks may be monitored, recorded, and examined by any authorized person, including law enforcement. In general, Virtualcloudworks does not monitor its Subscribers' websites or activities to determine whether they are in compliance with these Terms. However, when and if Virtualcloudworks becomes aware of any violation of these Terms, Virtualcloudworks may take any lawful action, and in the event of illegal activity, will take action, to stop or correct such violation, including, but not limited to, shutting down a website, denying access to the Services or to the Internet via Virtualcloudworks, and/or removing non-complying information. In addition, Virtualcloudworks may take any lawful action against a Subscriber or a subscriber, patron, customer, invitee, visitor, or guest of such Subscriber because of the activities of such subscriber, patron, customer, invitee, visitor, or guest. Virtualcloudworks reserves the right to take any such action even though such action may affect other subscribers, patrons, customers, invitees, visitors, or guests of the Subscriber. Virtualcloudworks may disclose any information in its possession, including, without limitation, information about Subscribers, internet transmissions and website activity in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, governmental request, or other legal process to protect Virtualcloudworks or others from harm, and/or to ensure the proper operation of the Services. Virtualcloudworks.net has no obligation to notify any person, including the Subscriber about whom information is sought, that Virtualcloudworks has provided the information.

c) **ACCURATE ACCOUNT INFORMATION**

Subscriber must continually update and keep accurate and current Subscriber's contact information stored and saved on Virtualcloudworks in order to avoid termination of Subscriber's Virtualcloudworks account(s).

d) **DUTY TO NOTIFY VIRTUALCLOUDWORKS OF BREACH**

If Subscriber discovers anyone on the Virtualcloudworks system violating any of these Terms or notices anything suspicious from the Virtualcloudworks network, Subscriber agrees to report the violation or suspicious activity to

tos@adaptainer.io for investigation. Virtualcloudworks reserves the right to and will immediately terminate any account which Virtualcloudworks concludes to be in violation of any of these Terms.

e) **RESERVATION OF RIGHTS**

Virtualcloudworks reserves the right to refuse or to cancel service to any prospective Subscriber or existing Subscriber for any lawful reason at any time during Subscriber's hosting term with Virtualcloudworks.

f) **SEVERABILITY**

These Terms are binding upon Virtualcloudworks, all existing and prospective Subscribers, and upon the assigns, heirs, and successors of each. If any provision of these Terms is held by any court of competent jurisdiction to be invalid or otherwise unenforceable, the rest of these Terms shall, nevertheless, continue to be valid and in full force and effect, to the extent said remaining Terms are then otherwise consistent with the original intent of the Terms of Service.

g) **GOVERNING LAW**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Savannah, GA United States.

IF YOU, FOR YOURSELF OR ON BEHALF OF ONE OR MORE PERSONS YOU ARE REPRESENTING WITH RESPECT TO Virtualcloudworks SERVICES, DO NOT AGREE TO ANY OF THE FOREGOING TERMS, YOU MUST, FOR YOURSELF AND ON BEHALF ANY SUCH PERSON(S), DISCONTINUE THE REGISTRATION PROCESS, DISCONTINUE YOUR USE OF THE SERVICES, AND, IF YOU ARE ALREADY A MEMBER, CANCEL YOUR VIRTUALCLOUDWORKS ACCOUNT. BEGINNING NOW, ANY CONTINUATION BY YOU IN USING THE SERVICES CONSTITUTES FOR YOU AND THOSE REPRESENTED BY YOU AN EXPRESS AFFIRMATION AND COMMITMENT TO BE (OR TO CONTINUE TO BE, AS APPLICABLE) LEGALLY BOUND BY AND TO COMPLY WITH ALL OF THESE TERMS.

This file was last modified: March 1, 2017.