



CloudLions, LLC
15 Canterbury Road, D-18
Great Neck, NY 11021

Office: **855-LIONS-20** (855-546-6720)
Fax: **516-908-4138**
Email: **cloudlions@outlook.com**

Service Agreement

www.CloudLions.com

Client: _____

Service Provider: CloudLions, LLC
Phone:
Contact Person:

Service:
Cozy Websites Web Hosting

This Web Design and Hosting Service Agreement defines the terms under which CloudLions, LLC provides web site design and hosting services for the above Client.

By completing an order for service, customer agrees to be bound by the terms and conditions of this agreement and all agreements, rules and policies of our company. CloudLions, LLC reserves the right to revise this agreement at any time. Customer's continued use of service constitutes continued acceptance of this agreement.

- Web Site Hosting, including optimization and upgrades.
Monthly hosting fee is \$49.99, payable via credit card
Additional fees may apply for services which are not in the description of this agreement.

Service start day is _____

Print Name: _____

Acceptance signature: _____ **Date:** _____

Payment Authorization

Credit Card Payment

The Undersigned hereby agrees and authorize CloudLions, LLC to maintain signature on file and to charge the bank card account identified below for all amounts due. This authorization is to remain in full force until CloudLions, LLC has received written notification of its termination of service at least (5) days prior to any scheduled payments.

Card # _____ Exp. _____

Card Holder Name: _____ Signature: _____

Email Address: _____



Service Agreement

CloudLions, LLC
15 Canterbury Road, D-18
Great Neck, NY 11021

Office: **855-LIONS-20** (855-546-6720)
Fax: **516-908-4138**
Email: **cloudlions@outlook.com**

www.CloudLions.com

Page 2

CloudLions, LLC TERMS AND CONDITIONS

1. Order Acceptance, Payment.

All orders are subject to acceptance by CloudLions, LLC.

CloudLions, LLC shall charge Customer's credit card or debit the Customer's checking account for the applicable set-up fees and monthly fees according to the Plan(s) (as defined in the enrollment form) selected by Customer and provided by CloudLions, LLC. Such fees and charges shall include, without limitation, the fees for services provided by CloudLions, LLC and charges by any and all third parties whose materials are included as part of the Plan(s). CloudLions, LLC reserves the right to change the amount of, or basis for determining, any fees or charges and institute new fees and charges upon prior notice to Customer. Customer must provide CloudLions, LLC with a valid credit card number or checking account number to which CloudLions, LLC will automatically charge all CloudLions, LLC fees as they become due. All monthly fees and set-up fees shall be due in advance of the month incurred and all additional charges shall be due at the end of the month in which such charges are incurred. If payment by Customer's credit card or checking account is denied, or Customer's charge is returned to CloudLions, LLC for any reason, including charge back or Customer otherwise fails to make any payments owing to CloudLions, LLC, CloudLions, LLC may, at CloudLions, LLC discretion, suspend or terminate services and/or terminate this Agreement. Customer's right to use the CloudLions, LLC Services are subject to any limits established by CloudLions, LLC or by the issuer of Customer's credit card. Interest charges of 1.5% per month (or the highest rate permitted by law if lower than 1.5% per month) will accrue daily on any unpaid balance, which is more than sixty (60) days overdue. Customer shall be responsible for any and all taxes related to this Agreement.

Terms of Use

By using the CloudLions, LLC services the ("Client") is agreeing to be bound by the following terms and conditions ("Terms of Service"). "Content" refers to any data type that is posted to the account.

CloudLions, LLC reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute Client consent to such changes. Client can review the most current version of the Terms of Service online at any time at www.cloudlions.com

Violation of any of the terms below will result in the termination of Client account. While CloudLions, LLC prohibits such Conduct and Content on the Service, Client understands and agrees that CloudLions, LLC cannot be responsible for the Content posted on the Service and Client nonetheless may be exposed to such materials. The Client agrees to use the Service at Client risk.

Account Terms

1. Client must be 18 years or older to use this Service.
2. Client must provide Client legal full name, a valid email address, and any other information requested in order to complete the signup process.
3. Client is responsible for maintaining the security of Client accounts and passwords. CloudLions, LLC cannot and will not be liable for any loss or damage from Client failure to comply with this security obligation.
4. Client may not use the Service for any illegal or unauthorized purpose. Client must not, in the use of the Service, violate any laws in Client jurisdiction (including but not limited to copyright laws).
5. The Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.
6. All fees are exclusive of all taxes imposed by taxing authorities, and Client shall be responsible for payment of all such taxes, should he/she be required to do so.

Privacy Policy

Your privacy concerns are important to us. This Policy is designed to provide you with the information you need to control your practice information.

1. You may use our Service as long as you provide us the required information which identifies you, such as your name, address, office phone number, title, and similar information. To use certain portions of the Service, you will need to register with this information in order to gain access. Your user name is not considered Personally Identifying Information and you will have the ability to show only your username or publicly displayed name and remain anonymous if you choose so. You are responsible for ensuring that your user name and password are not used without your authorization
2. While CloudLions, LLC makes every attempt to prevent unauthorized access to our data servers or tampering with our website, we cannot guarantee that these efforts will always be successful or that your information will not be lost, misused or altered. We are not responsible for any breach of security or any action by a third party that receives the information.
3. This Privacy Policy should be read in conjunction with the Terms of Use, which govern your use of the Service.

Cancellation and Termination

1. Client is responsible for canceling the re-occurring monthly credit card payment as part of the Service cancellation policy. CloudLions, LLC does not assume and is not responsible for canceling any re-occurring payments on behalf of the Client. Client understands that it must de-activate the monthly payment by contacting our customer support by emailing to cloudlions@outlook.com
2. CloudLions, LLC, in its sole discretion, has the right to suspend or terminate Client accounts and refuse any and all current or future use of the Service, or any other CloudLions, LLC service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of Client accounts or Client access to Client accounts, and the forfeiture and relinquishment of all Content in Client accounts. CloudLions, LLC reserves the right to refuse service to anyone for any reason at any time.

Page 3, continued from Page 2

Modifications to the Service and Prices

1. CloudLions, LLC reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof) with or without notice.
2. Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to www.cloudlions.com or the Service itself.
3. CloudLions, LLC shall not be liable to Client or to any third party for any modification, price change, suspension or discontinuance of the Service.

Copyright and Content Ownership

1. We claim no intellectual property rights over the data Client provides to the Service. Client profile and materials uploaded remain property of the Client. However, by providing other users with access, Client agrees to allow others to view and share Client Content.
2. CloudLions, LLC does not pre-screen Content, but CloudLions, LLC and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.

Anti-Spam Policy

1. CloudLions, LLC has a no tolerance spam policy.
2. Any customer found to be using CloudLions, LLC for spam or spam related activities will be immediately cut-off from use of the Service.
3. If you know of or suspect any violators, please notify us immediately at www.cloudlions.com

General Conditions

1. Client use of the Service is at Client sole risk. The service is provided on an "as is" and "as available" basis.
2. Client must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, CloudLions, LLC, or any other CloudLions, LLC Service.
3. Client agrees not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by CloudLions, LLC.
4. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
5. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any CloudLions, LLC customer, employee, member, or officer will result in immediate account termination.
6. Client understands that the technical processing and transmission of the Service, including Client Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
7. Client must not permit the upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages.
8. Client must not transmit any worms or viruses or any code of a destructive nature.
9. CloudLions, LLC does not warrant that
 - (i) the service will meet Client specific requirements,
 - (ii) the service will be uninterrupted, timely, secure, or error-free,
 - (iii) the results that may be obtained from the use of the service will be accurate or reliable,
 - (iv) the quality of any products, services, information, or other material purchased or obtained by Client through the service will meet Client expectations, and
 - (v) any errors in the Service will be corrected.
10. Client expressly understand and agree that CloudLions, LLC shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if CloudLions, LLC has been advised of the possibility of such damages), resulting from:
 - ((i) the use or the inability to use the service;
 - (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;
 - (iii) unauthorized access to or alteration of Client transmissions or data;
 - (iv) statements or conduct of any third party on the service;
 - (v) or any other matter relating to the service.
11. The failure of CloudLions, LLC to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between Client and CloudLions, LLC and govern Client use of the Service, superseding any prior agreements between Client and CloudLions, LLC (including, but not limited to, any prior versions of the Terms of Service).

I, _____ agree to above terms and conditions. Date: _____