

# Domain Lancaster Virtual Offices - Virtual Office Terms and Conditions

Virtual Office is a service operated by SEY Enterprises, LLC. ("Domain Lancaster Virtual Offices" or "Company") of 210 West Grant Street, Lancaster, PA 17603, USA. This Agreement, which governs the terms and conditions of your use of the Domain Lancaster Virtual Service (the "Service"), is between you ("you" or "User" or "Client"), as an authorized user of such service, and the Company. Client agrees that Domain Lancaster's services will be used only as provided in such terms and conditions for legitimate business purposes.

**1. Acceptance of Terms of Use.** This Service is offered to you conditioned on your acceptance without modification, of the terms, conditions, and notices contained in this agreement.

**2. Charges.** By electing to purchase Domain Lancaster Virtual services, You warrant that all information you submit is true and accurate (including without limitation your credit card number and expiration date) and you agree to pay all subscription and additional usage fees you incur plus all applicable taxes. Any and all changes related to billing of the Services must be promptly notified to the Company.

We require certain personal information in order to create and operate your account with Domain Lancaster Virtual Offices in accordance with our Privacy Policy.

Payment of your account balance and other applicable charges is due monthly and must be made by the valid credit card designated by You. You must promptly notify Domain Lancaster Virtual of changes to your designated credit card number, expiration date, billing address or cancellation, theft or loss of Your designated credit card. Any payment received after the due date will be assessed a \$50 late payment fee.

If payment for your account is not received from the card issuer or its agents, You agree to pay all amounts due, including late payment fees and collections costs, upon demand. Each time you use the Service, or allow or cause the Services to be used, You agree and reaffirm that Domain Lancaster Virtual is authorized to charge your designated credit card. You agree that the Company may accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that the Company may delay obtaining authorization from your card issuer until submission of the accumulated charge(s). The Company holds the right to discontinue the Services without notice in case of non-payment and/or upon rejection of any card charges or if your card issuer or its agent or affiliate reject such charges and or seek return of payments previously made to Domain

Lancaster Virtual when Domain Lancaster Virtual believes You are liable for the charge.

“Domain Lancaster Virtual” reserves the right to require a security deposit and agrees to notify the “Client” in advance. Should a security deposit be required, refund of security deposit shall be made to the “Client” 60 days after the termination of the Agreement. The security deposit shall not be deemed as advance payment however. Domain Lancaster Virtual is entitled to deduct from the security deposit any outstanding balance owed to Domain Lancaster Virtual for services provided. Such deduction shall not be deemed to waive any breach by the Client of this Agreement. If the Client fails to demand the refund of the security deposit within 365 days after the date of termination of this Agreement, the security deposit shall be deemed forfeited to Domain Lancaster Virtual absolutely.

Your set up fees and recurring service fees are payable in advance and are non-refundable. You agree that Domain Lancaster Virtual may submit charges for Your monthly service fee each month, without further authorization from You, unless You provide prior notice that You have terminated this authorization or wish to change Your designated card. Such notice will not affect charges submitted before, Domain Lancaster Virtual reasonably could act on Your notice. If you have any questions regarding any charges that have been applied to Your account, you must contact Domain Lancaster Virtual within 30 days of the charge date. Failure to use Your account will not be deemed a basis for refusing to pay any charges submitted by Domain Lancaster Virtual in accordance with this agreement.

The Company will consider your account delinquent in payment after 30 days and will assess a collection fee of 50% added to the unpaid balance, and on such unpaid amount you agree to pay the Company the equivalent to 1.5% interest per month on the outstanding amounts. All Service plans that include a toll-free or local number include a number of monthly telephone minutes as part of the recurring service fee. The Company reserves the right to bill subscribers for usage above and beyond the subscriber's plan's monthly minutes at a rate of 5 cents (U.S.) per automated minute & 90 cents per live minute when calling destinations within the continental USA. When calling or faxing to destinations outside of the continental USA, international rates apply from the first minute. Faxes are charged by the page (inbound and outbound) and are typically 10 cents per page. Conference calls are billed at the rate of 15 cents (U.S.) per minute per participant. Voice to text transcriptions are charged at the rate of 3 cents per word. Usage fees will be billed in arrears and charged to your credit card of record. You agree that the Company may submit these charges, without further notification or authorization from you. In the event your account is terminated, the Company has the authority to charge your credit card of record for any additional usage fees you may have accrued while still an active subscriber.

FREE TRIALS - The Company may, from time to time, offer a Free Trial month as part of some promotions. Subscribers signing up for a free trial receive a credit for a certain fee as outlined in the applicable promotion. The Company reserves the right to bill the subscriber's credit card for any usage above and beyond the initial promotion credit amount (see d. above). Activation fees (if applicable) will be charged at the beginning of the subscriber's first paid month.

**3. Term and Termination of the Agreement.** The Agreement starts on the day of confirmation and acceptance of order by "Domain Lancaster Virtual". Such confirmation will be provided via e-mail by "Domain Lancaster Virtual" to Client at such time of acceptance of order. Initial Term of this Agreement is six or twelve months and will be automatically extended for successive terms equal to one month at the end of the Initial Term. To terminate this agreement at the end of the Initial Term, the client must send an email to [steve@domainlancaster.com](mailto:steve@domainlancaster.com) 30 days before the end of the Initial Term ("Automatic Term Renewal Date").

To terminate this agreement once the Initial Term has been fulfilled the client must send an email to [steve@domainlancaster.com](mailto:steve@domainlancaster.com). The agreement will then be terminated effective **on the last day of the month following the month in which notification was received.**

Notices to terminate the Agreement must be sent via email to [steve@domainlancaster.com](mailto:steve@domainlancaster.com). Upon termination of the Agreement for whatever reason, it is the Client's responsibility to notify all parties of the change of address. Subsequent mail sent to the Suites will be returned to sender if applicable. If User is using the Service on behalf of User's employer, User represents that it is authorized to accept these Terms on its employer's behalf. Unless explicitly stated otherwise, the Terms will govern the use of any new features that augment or enhance the current Services, including the release of new the Company resources and services. In the case of any violation of these rules and regulations, the Company reserves the right to seek all remedies available by law and in equity for such violations.

**4. Virtual Office Service Downgrade.** Client may downgrade Virtual Office services upon expiration of the Initial Term or any renewal term by giving written notice of downgrade 60 days prior to the end of the existing term. Upgrades may happen at any time upon notice.

**5. Phone Service Upgrade or Downgrade.** Client may upgrade or downgrade Phone plans upon written request, and in most cases, it is effective starting the next business day. Charges will be prorated.

**6. Modifications to the Service.** The Company reserves the right to modify or discontinue all or part of the Service, temporarily or permanently, with or without notice to User, and is not obligated to support or update the Service.

**7. Modification of User Rates.** The Company reserves the right, in its sole discretion, to change User pricing upon thirty (30) days notice. Notwithstanding the foregoing, if a User utilizes greater than the number of telephone or messaging or faxing minutes included in his/her monthly plan, the Company reserves the right to immediately charge the user for such use at a rate of 5 cents (U.S.) per automated minute and 90 cents (U.S.) per live minute for all minutes over the plan minute threshold when calling destinations within the continental USA. When calling destinations outside of the continental USA, international rates apply. Contact DOMAIN LANCASTER customer service for current international rates, conference calling rates and other phone plan charges.

**8. Services/Mail.** User may use the address of DOMAIN LANCASTER and/or its partners as specified above in this Agreement as his/her/its business address subject to exception in certain locations and not as his/her registered office address, and enables calls to a telephone number designated by DOMAIN LANCASTER to be answered in the company name specified by the Client and mail and faxes to be received on the Client's behalf if so provided in the description of the virtual office plan selected. Calls, faxes and mail will be handled according to instructions specified by the Client, and the Client will be responsible for all resulting forwarding and service charges. Any violation of federal postal regulations may result in termination of their service, fine or even federal punishment.

In the case of DOMAIN LANCASTER & its partners forwarding mail for the client, DOMAIN LANCASTER will not be responsible for any delay or loss of mail during the forwarding process. DOMAIN LANCASTER will not accept any items exceeding 10 lbs in weight, 18" in any dimension, 1 cubic foot in volume or if it contains any dangerous, live or perishable goods and shall be entitled in its absolute discretion to return uncollected items or refuse to accept any quantity of items it considers unreasonable or unlawful. DOMAIN LANCASTER does not guarantee or assume responsibility for any of the services hereunder. The Client warrants that it will not use any of the rights granted in this Agreement for any obscene, illegal, immoral or defamatory purposes and will not in any way bring DOMAIN LANCASTER into disrepute.

Client must comply with any local postal regulations, as an example, the United States Postal Service (UPS) requires the compliance from the Client under the provisions of Rule 66, Federal Register 56993, November 14, 2001, which govern Commercial Mail Receiving Agencies (CMRA). If the location You signed up for is, or is hereafter deemed to be, a CMRA, then you agree to make the address format for Your business the following: Client Name PMB#\_\_ (PMB# will be assigned after set up forms have been submitted) \_\_ Street, Suite \_\_, City, State, Zip. You agree to furnish us with a completed and fully NOTARIZED CMRA form 1583. Before mail may be received or any other location-related Services may be reserved or used, all persons for whom we

handle mail, or who collects mail from the location, must provide us with a Government issued photo ID, plus one other form of acceptable identification, as specified in Form 1583. Any client that has reserved a virtual office location is required to provide proper identification and fully notarized forms with clearly visible stamp or seal as stated above, no matter the country of origin. Additional forms may be required to satisfy certain local or individual location needs. NOTE: DBA's or additional company names require a separate CMRA forms and will incur in additional charges for virtual office address services.

The Client will not in any way whatsoever use or combine the DOMAIN LANCASTER name, in whole or in part, for the purpose of trading activities. DOMAIN LANCASTER will not be liable for any loss sustained as a result of any mechanical breakdown, strike, delay or failure of any staff, manager or caretaker to perform their duties. This Agreement is interpreted and enforced in accordance with the laws of the state and country in which DOMAIN LANCASTER is registered. I agree that at any time during the term of this Agreement and for one year after the termination of this Agreement.

**9. Links.** The Service or Site may provide links to other Websites or resources. User agrees that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, products or services available on such external sites or resources.

**10. Intellectual Property Rights.** Except as specifically permitted herein, no portion of the information on the site may be reproduced in any form, or by any means, without prior written permission from the company. Users are not permitted to modify, distribute, publish, transmit or create derivative works of any material found on the site for any public, personal or commercial purposes.

**11. Trademarks.** "Company Trademarks" means all names, marks, brands, logos, designs, trade dress and other designations the Company uses in connection with the Service or any other service. User acknowledges the Company's rights in the Company Trademarks and agrees that any and all use of the Company Trademarks by User shall inure to the sole benefit of the Company.

**12. Disclaimer of Warranties.** User expressly agrees that use of the site and the service is at user's sole risk. The site and the service are provided on an "as is", "as available" basis. The company expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as well as all warranties arising by usage of trade, course of dealing or course of performance. The company makes no warranty that the site or service will meet user's requirements, or that the site or service will be uninterrupted, timely, secure, error free or virus-free nor does the company make any warranty as to the results that may be obtained from the use of the

site or the service or as to the accuracy or reliability of any content or any information or products obtained through the site or service or that defects in the service will be corrected.

User understands and agrees that any material or data downloaded or otherwise obtained through the use of the site or service is done at user's own discretion and risk and that user will be solely responsible for any damage to user's computer system or loss of data that results from the download or use of such material or data. Some jurisdictions do not allow the exclusion of certain warranties under certain circumstances; consequently, some of the above exclusions may not apply to user, in whole or in part.

**13. Limitation of Liability.** As a condition of use of the Service, and in consideration of the services provided by the Company, User agrees that neither the Company, nor any officer, affiliate, director, shareholder, agent, contractor or employee of the Company will be liable to User or any third party for any direct, indirect, incidental, special, punitive, or consequential loss of profits, loss of earnings, loss of business opportunities, damages, expenses, or costs resulting directly or indirectly from, or otherwise arising in connection with the Service, Site or Content; including but not limited to any of the following: Reliance, Termination, Infringement, Force Majeure. The limitations set forth in this section apply to the acts, omissions, negligence, and gross negligence of the Company and its affiliates, contractors, subcontractors, officers, directors, shareholders, managers, employees, and agents, which, but for this provision, would give rise to a course of action in contract, or any other legal doctrine. The company shall not be liable for any direct, indirect, incidental, punitive, special, multiple, or consequential damages resulting from the use or inability to use the company 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 the company has been advised of the possibility of such damages. The entire liability of the company and your exclusive remedy with respect to the use of the site and service are limited to the lesser of the (1) the amount actually paid by you for the service in three (3) months preceding the date of your claim or (2). US \$500.00. You hereby release the company from any all obligations, liabilities and claims in excess of this limitation.

**14. No Resale of the Site.** User agrees not to reproduce, duplicate, copy, sell resell, exploit or make any commercial use of or access to the Service, without the express written consent of the Company.

**15. Lawful Use.** User agrees that use of the site is subject to all applicable national, state, and local laws and regulations, and that User is solely responsible for the contents of its communications through the Service.

**16. INDEMNIFICATION.** User will defend, indemnify and hold harmless the

Company and its affiliates, directors, officers, employees, proprietors, independent contractors, consultants, partners, shareholders, representatives, customers, agents, predecessors, successors, and permitted assigns from and against any claim, suit, demand, loss, damage, expense (including reasonable attorneys' fees and costs) or liability that may result from, arise out of or relate to: (a) acts or omissions by User arising out of or in connection with this Agreement; (b) intentional or negligent violations by User of any applicable laws or governmental regulation, (c) contractual relations between the User and a third party; or (d) infringement of intellectual property rights including, but not limited to, rights relating to patent and copyright. User acknowledges that the Company has no control over the content of information transmitted by User or User's customers and that the Company does not examine the use to which User or User's customers put the Service or the nature of the information User or User's customers send or receive. User hereby indemnifies and holds harmless the Company, its stockholders, officers, directors, employees and agents from any and all loss, cost, damage, expense, or liability relating to or arising out of the transmission, reception, and/or content of information of whatever nature transmitted or received by User or User's users.

**17. Access to Password Protected/Secure Areas.** Access to and use of password protected and/or secure areas of the Site is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.