

Provisions:

The AGREEMENT: The Use of this website and any services on this website or mobile application provided by Cloud Connections (together referred to as "Website") are subject to the following Terms & Conditions, all parts and sub-parts of which are specifically incorporated by reference herein. This Agreement shall govern the Use of all pages on this Website and any services provided by or on this website (hereafter "Services")

1. Definitions

"Agreement" refers to these Terms and Conditions and all policies contained therein. Upon Your booking of a Program, the booking confirmation also becomes a part of this Agreement, and all Terms and Conditions listed herein apply to Your booking and participation in any Program.

"Us", "We", "Our" or "Cloud Connections" refers collectively to Cloud Connections LLC.

"User", "You" and "Your" refers to the person who is accessing the Website or taking or availing any service from Us. User shall include the company, partnership, sole trader, person, corporate entity or association receiving any services from Us.

"Website" shall mean and include CloudConnections.co and any successor Website of Cloud Connections.

"Parties" as Used herein refers to Us and You.

"Program" as Used herein collectively refers to a Celebration, Lightning Round, and any Services provided as part of either.

"Celebration" refers to a specific itinerary linked to a destination. Celebrations include accommodation and the Use of all amenities, per the terms of Your specific booking confirmation. A Celebration also includes access to a co-working space, and the option to take part in additional activities organized by Cloud Connection for the fees stated for each activity.

"Lighting Round" describes Your participation in activities and amenities associated with a Celebration, but does NOT include accommodation, per the terms of Your specific booking confirmation.

"Service[s]" means any benefit provided to You[s] by Us and includes, but is not limited to, Your participation in a Program or Your Use of Our Website.

2. Assent & Acceptance

By Using this Website and/or the Services rendered by Us, You warrant that You have read and reviewed this Agreement and that You agree to be bound by it. If You do not agree to be bound by this Agreement, please leave the Website immediately and please refrain from conducting business with Us. Any Services provided by Us are contingent upon Your assent to this Agreement.

3. Privacy Policy

By joining a Cloud Connections Program, or Using any Cloud Connections services, You are agreeing to Our Privacy Policy. The protection of Your data is important to Us. Please review Our Privacy Policy for more information about how we collect, Use, and store data.

4. Eligibility

- a. Age restrictions: You must be at least 18 (Eighteen) years of age to Use this Website, hello@cloudconnections email, or any Services of Cloud Connections.
- b. Employment: Cloud Connections Celebrations are “remote work and travel” type Programs, and as such, are intended for individuals who already have gainful employment that allows remote work. Cloud Connections does not in any way provide You with employment opportunities. Cloud Connections does not purport to provide any guidance or responsibility as to Your requirements for reporting income, disclosure of Your intent to work in a foreign country, or any tax liabilities relating to Your remote work. Your employment and any obligations related thereto remain Your sole responsibility.
- c. Background Check: Cloud Connections reserves the right to conduct background checks and to consider the results of said background checks in determining the eligibility of an applicant. By Using any Cloud Connections Services, You are agreeing that Cloud Connections may perform a background check and consider any history contained therein at Our sole discretion in determining Your eligibility to receive Services. Cloud Connections will comply with the laws of the State of Texas in considering any criminal history or other data obtained through the Use of a background check.
- d. Documentation/visas: You, and You alone, are responsible for obtaining any and all documents required to utilize the Services of Cloud Connections and participate in any Program such as a valid passport, visas, vaccination certificates, or any other documents. Failure to obtain documents on Your part does not negate this Agreement or Your financial obligations under this Agreement, and any extra costs incurred for rerouting due to travel without the necessary documents will be solely Your responsibility. Cloud Connections is not a legal or professional advisor and does not provide guidance on visa processes. Cloud Connections may require proof of the necessary travel documents prior to providing Services.
- e. Taxes and other charges: You are responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments, in Your home country and any country You travel to associated with Your participation in a Program or Use of other Services.
- f. Illegal activity: all participants, including You, are expected to abide by the laws in each country. If at any point during the program You engage in any illegal activity, or are jailed or imprisoned during a program, You may be removed from the program without any refund to You. Cloud Connections takes no responsibility or obligation to notify You of all applicable local laws and hereby disclaims any responsibility related to any criminal acts committed by You or another participant while on a Program.

5. Services

Our Website provides information about Our Services. Currently, Our Services include accommodations and activities in global destinations such as Rio de Janeiro, Brazil.

In order to Use Our Services, You should apply on Our Website and schedule a Calendly call. The Calendly call will function as an intake interview where We obtain Your contact details, information regarding the Program/Service You are interested in, and Your public social profile links (i.e., Instagram, Facebook, etc.). After this intake call, We will get in touch with You by email, social media, or by phone to discuss any further requirements. When all relevant details have been finalized between You and Cloud Connections and the final offer price has been discussed and accepted, You shall make the requisite payment through one of the following payment platforms: Venmo, Transfer Wise, Revolut, or any other payment method available to You and agreed upon by Cloud Connections (together "Acceptable Payment Method"). Once payment from You has been received, We will send You confirmation of Your booking to the email address You provided. This confirmation will include Your program details and give You information about what Services are provided in connection with Your Program. This confirmation will also become a part of this Agreement. Once You are confirmed and have received Your trip confirmation, You may also look at additional products, activities, and experiences available for Your Program. We try to provide additional activities such as: cooking classes, cocktail classes, and carnival tickets at a fair cost to You. Payment for additional activities will be accepted through any Acceptable Payment Method.

6. Payments and Fees

The Programs available on Our Website shall require payment of fees. Cloud Connections hereby reserves the right to change Our prices and to institute new prices at any time, without prior notice provided to You. In the event that the price changes for a Program You have already made a final payment for, You will not be charged a price increase. If a Program price changes after You have made a deposit, but before You have paid in full for the Program, Cloud Connections reserves the right, at Our sole discretion, to transfer Your deposit to another Program, or refund You the deposit, if Your cancellation is pursuant to Our cancellation policy below.

Payments:

We reserve the right to invoice You for Services at any time before or after full or partial performance of Services. Cloud Connections takes great care in arranging Programs for You and other participants and relies on the reliability of its participants to initiate travel arrangements. As such, Your deposit for a Program will always be non-refundable. While deposits for each Program may be applied to alternative Programs, any request to apply a deposit to an alternate Program will be subject to availability and allowed at Cloud Connections' sole discretion. In any event, even where deposits are applied to alternate Programs, deposits shall remain non-refundable.

Cancellation Policy:

Should You cancel Your booking more than 4 weeks before the start date of the Program, You will receive a 100% refund (minus Your non-refundable deposit). You may also be entitled to move Your deposit to another Program, subject to availability and at Cloud Connections' sole discretion.

Should You cancel less than 4 weeks before the start date of the Program, You will forfeit the deposit and all additional funds paid by You, and no refunds or credits will be made available to You.

Force Majeure Clause:

Should events beyond the reasonable control of Cloud Connections occur, including but not limited to (1) acts of God, (2) war, including armed conflict, (3) strikes or labor disputes at the city of the Program destination, (4) disease at the Program destination, (examples of disease: SARS, Legionnaires, COVID-19), (5) government regulation or advisory (including travel advisory warnings), (6) civil disturbance at the Program destination or surrounding areas, (7) terrorism or threats of terrorism in the Program destination as substantiated by governmental warnings or advisory notices, (8) curtailment of transportation services or facilities which would materially affect attendees from attending the conference, (9) disaster, fire, earthquakes, hurricanes in the Program destination area, (10) unseasonable extreme inclement weather in the Program destination area, (11) shortages or disruption of the electrical power supply causing blackouts or rolling blackouts or other essential utilities in the Program destination area, or (12) any other cause reasonably beyond the Parties' control (collectively referred to as "occurrences"), making the event commercially impracticable, impracticable to perform, illegal, or impossible to fully perform under this Agreement as the Parties originally contracted. In such case, Cloud Connections may terminate this Agreement, without liability, upon written notification. Any cancellation under this provision will result in immediate cancellation of the Program, and any amounts paid by You for this Program will be refunded at the availability and sole discretion of Cloud Connections.

Payment Terms for Rio De Janeiro Program:

The full amount for the Rio De Janeiro Program is due January 5, 2023. Should any payment amount be left outstanding after the date for which the full amount is due, Your deposit will be forfeited and non-refundable and Your booking will be canceled.

Bookings made after January 2, 2023 date will require full payment prior to confirmation of Your booking. Bookings will be deemed confirmed once the customer's payment is received, in full, by Cloud Connections. Cloud Connections is not liable for any loss incurred by You should You make any financial commitments related to Your participation in a Program prior to receiving confirmation of Your booking, including, but not limited to the cost of flights, insurance, luggage, or any other travel expenses.

7. General conditions

Photographs available on the website are for illustration only and do not represent a guarantee of any accommodation, Service, or experience illustrated therein. Actual Services will vary based on the specific Program and availability of accommodations, experiences, and Services available for Your Program. Furthermore, We do not guarantee the accuracy, completeness, validity, or timeliness of any information listed and no such information should be relied upon by You in requesting Our Services.

We make material changes to these Terms and Conditions from time to time. Such changes are effective immediately when posted on Our Website. We additionally may notify You of such changes by posting a notice of such changes on Our Website or via email communication.

The Website is provided to You on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be Used in connection with the service for Your private, personal, non-commercial Use, subject to the Terms and Conditions of this Agreement as they apply to You.

Photographs, videos & content during the celebration/program.

Cloud Connections reserves the right to take photographs and video of You during Your trip. By traveling with Us, You grant to Us the absolute and irrevocable right and unrestricted permission to Use and publish Your image or likeness without compensation for commercial, advertising, or editorial Use, or for any other purpose and in any manner and medium, whether now known or hereafter devised, and to alter the same without restriction and without Your inspection or approval. You hereby release and discharge Us from and against any and all claims, liabilities, costs, damages, and expenses of any kind arising out of or relating to the Use by Us of Your image or likeness.

Representations and warranties: photographs and video of Your trip may be submitted to Us by You or by third parties such as (but not limited to) other participants, travelers, tour guides, crew, staff members, or professionals, and by submitting such photographs or video, the party making the submission is representing and warranting: (a) that the photo is their original work created solely by themselves and does not infringe the intellectual property rights of any party; (b) that they have obtained any and all necessary releases from subjects depicted in said original work; (c) that they grant to Us a worldwide, royalty free, perpetual, transferable, irrevocable, non-exclusive and fully sublicensable right and license to Use, in any and all media whether now known or hereafter devised, in perpetuity, anywhere in the world, with the right to make any and all commercial or other Uses thereof, including without limitation, reproducing, editing, modifying, adapting, publishing, displaying publicly, creating derivative works from, incorporating into other works or modifying the photo; and (d) that they hereby release and discharge Us from and against any and all claims, liabilities, costs, damages, and expenses of any kind arising out of or relating to Use by Us of any photo submitted.

8. License to Use Website

We may provide You with certain information as a result of Your Use of Our Website or Services. Such information may include but is not limited to, documentation, data, or information

developed by Us, and other materials which may assist in Your Use of Our Website or Services (hereafter "Our Materials"). Subject to this Agreement, we grant You a non-exclusive, limited, non-transferable, and revocable license to Use Our Materials solely in connection with Your Use of Our Website and Services. Our Materials may not be Used for any other purpose, and this license terminates upon Your cessation of Use of the Website or Services or upon the termination of this Agreement.

9. User Content

Our Website permits You to share content, post comments, feedback, etc, with the understanding and express agreement that You are solely responsible for the content posted by You. You represent that any content posted by You is with the appropriate permission to house the content.

When posting content to Our Website, please do not post content that:

- Contains ill-mannered, profane, abusive, racist, or hateful language or expressions;
- Text, photographs or illustrations that are pornographic or in poor taste;
- Inflammatory attacks of a personal, racial or religious nature;
- Is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims;
- Violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community
- Discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability or refers to such matters in any manner prohibited by law
- Violates or inappropriately encourages the violation of any municipal, USA, federal or international law, rule, regulation or ordinance;
- Uses or attempts to Use another's account, password, service or system except as expressly permitted by the terms of Use uploads or transmits viruses or other harmful, disruptive, or destructive files
- Sends repeated messages related to another User and/or makes derogatory or offensive comments about another individual or repeats prior posting of the same message under multiple emails or subjects

Any submitted content that includes any of the above content, or at the discretion of Cloud Connections is determined to be harassing or discriminatory in any way, will be considered a violation of this Agreement and will be deleted. If repeated violations occur, We reserve the right to cancel Your access to the Website and any Services without advanced notice. If any of the above conduct occurs while on a Program, Cloud Connections reserves the right, in its sole discretion, to determine whether Your conduct has violated this Agreement. If You are found to have violated this agreement through discriminatory or harassing conduct, Cloud Connection reserves the right to immediately remove You from the Program and any and all Services, and any funds paid by You will be forfeited.

10. Intellectual property

You agree that the Website and all Services provided by Us are the property of Cloud Connections including all copyrights, trademarks, trade secrets, patents, and other intellectual

property (“Our IP”). You agree that We own all rights, titles, and interest in Our IP and that You will not Use Our IP for any unlawful or infringing purpose. You agree not to reproduce or distribute Our IP in any way, including electronically or via registration of any new trademarks., trade names, service marks, or uniform resource locators (URLs), without express written permission from Us.

To make the website and services available to You, You hereby grant Us a royalty-free, non-exclusive, worldwide license to copy, display, Use, broadcast, transmit and make derivative works. Of any content You publish, upload, or otherwise make available to the website (“Your content”) we claim no further proprietary rights in Your content If You feel that any of Your intellectual property rights have been infringed or otherwise violated by the posting of information or media by another of Our Users, please contact Us and let Us know so that we can take efforts to remedy the situation.

11. User obligations

As a User of Our Services, You may be asked to register with Us. You are responsible for providing accurate information. You are also responsible for keeping Us apprised of any changes to Your information. Providing false or inaccurate information is grounds for immediate termination of This Agreement.

12. Acceptable Use:

You agree to not Use Our Website or Services for any unlawful purpose or any purpose prohibited under this Agreement. You agree not to Use Our Website or Services in any way that could damage the Website, Services, or general business of Cloud Connections.

13. Assumptions of risk:

Our Website and Services are provided for communication purposes only. You hereby acknowledge and agree that any information posted on Our Website is not intended to be legal advice, medical advice, or financial advice and no fiduciary relationship has been created between You and Us. You further agree that Your purchase of any of the products listed on Our Website is at Your own risk. We do not assume responsibility or liability for any advice or other information given on Our Website.

14. Indemnity

You agree to defend and indemnify Us and any of Our affiliates (if applicable) and hold Us harmless against any legal claims and demands, including reasonable attorney’s fees, which may arise from or relate to Your Use or misuse of Our Website or Services, Your breach of this Agreement, or Your conduct or actions.

15. Exclusion of liability

You understand and agree that We do not guarantee the accuracy, completeness, validity, or timeliness of information listed by any third parties, or by Us if Our information is in reliance on any third-party provider. You also agree that We shall not be responsible for any materials posted by Us or any third party, and that You shall Use Your judgment, caution, and common

sense in evaluating any prospective methods or offers and any information provided by Us or a third party.

Further, we shall not be liable for direct, indirect, consequential, or any other form of loss or damage that may be suffered by You through the Use of Our Website including loss of data or information or any kind of financial or physical loss or damage.

In no event shall Cloud Connections, nor its owner, directors, employees, partners, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful, or exemplary costs, including from (i) Your Use or access of or failure to access or Use any Service (ii) any conduct or content of any third party on Our Website (iii) any content obtained from Us, or (iv) any unlawful access, Use or alteration of Your transmissions or content, whether or not based on guarantee, agreement, domestic wrong (including carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage and even if a cure set forth herein is originated to have futile of its important purpose.

16. Spam policy

You are strictly prohibited from Using Our Website or any of Our services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails

17. Third party links & content

We may occasionally post links to third-party websites or other services. If We do, You agree that We are not responsible or liable for any loss or damage caused as a result of Your Use of any third-party services linked to or from Our Website.

18. Modifications & variation

We may, from time to time and at any time without notice to You, modify the Terms and Conditions of This Agreement. You hereby agree that We have the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effective immediately upon posting on Our Website or when emailed to You and that any modifications or variations will replace any prior version in this Agreement.

19. Entire agreement

These Terms and Conditions, along with Our Privacy Policy, and Your booking confirmation constitutes the entire Agreement between the Parties concerning any Use of Our Website or Services. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the Use of Our Website and Services.

20. Severability

Any part, provision, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any part, provision, representation or warranty of this Agreement which is prohibited or unenforceable or is held to be void or unenforceable in any jurisdiction shall be ineffective, as to such jurisdiction, to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction as to any provision of this Agreement shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Parties hereto waive any provision of law which prohibits or renders void or unenforceable any provision hereof. If the invalidity of any part, provision, representation or warranty of this Agreement shall deprive any party of the economic benefit intended to be conferred by this Agreement, the parties shall negotiate, in good-faith, to develop a structure the economic effect of which is as close as possible to the economic effect of this Agreement without regard to such invalidity.

21. Service interruptions

We may need to interrupt Your access to Our Website to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that Your access to Our Website may be affected by unanticipated or unscheduled downtime for any reason, but in any event, We shall have no liability for any damage or loss caused as a result of such downtime.

22. Term, termination & Suspension

We may terminate this Agreement with You at any time for any reason with or without cause, and We specifically reserve the right to terminate this agreement if You violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of Us or a third party, failing to comply with local laws or other legal obligations, and/or publishing or distributing illegal material. If You have registered for an account with Us, You may also terminate this Agreement at any time by contacting Us and requesting termination. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

23. Limitation on liability

We are not liable for any damages that may occur to You as a result of Your Use of Our Website or Services, to the fullest extent permitted by law. This section applies to any claims by You, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, or fraud of any kind.

25. Jurisdiction, Venue, and Arbitration

By Using Our Services, You agree that the laws of the State of Texas shall govern this Agreement, without regard to any conflict of law principles. You also hereby expressly Agree that venue for any dispute arising in connection with Your Use of Our Website or any Services provided by Us, shall be in San Antonio, Texas.

You also acknowledge that We may require that all claims or disputes between You and Us and/or Our present and former directors, officers, employees, agents, representatives and assigns, in any way arising out of or related to this Agreement be decided by binding arbitration administered by the American Arbitration Association ("AAA") pursuant to the Federal Arbitration Act, 9 U.S.C., 1, et seq, and in accordance with the Commercial Arbitration Rules of the AAA that are in effect at the time the demand for arbitration is filed, unless the parties mutually agree otherwise in writing. The decision of the arbitrator(s), which shall state findings of fact and conclusions of law, shall be final, conclusive and binding on the parties and judgment may be entered thereon in the District Court of Bexar County, Texas to enforce the decision

26. Assignment

This Agreement, and any rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by You. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by Us, the rights and liabilities of Cloud Connections will bind and inure to any assignees, administrators, successors and executors.

27. No waiver

If We fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or any other provision. Any waiver of any part of sub part of this Agreement will not constitute a waiver of any other part or sub part.

28. Requirement for Travel Insurance

You must have adequate travel insurance in order to participate in a Cloud Connections Program. Cloud Connections may provide information about insurance options and references to trusted insurance partners during onboarding/interview, however, You alone are responsible for securing said insurance and We may or may not require You to present proof of said insurance prior to Your participation in any Services.

29. Agreement regarding illegal activity

You hereby agree and affirm that during Your participation in any Cloud Connections Program that You will abide by the laws of the United States and the laws of country, state, and city of the Program destination. This includes but is not limited to laws relating to: weapons, narcotics, import/export, curfews, or smoking. If We determine that You have violated a law of the United States or of the Program destination, We reserve the right to terminate Your participation in Our Services immediately and will not issue any refund of fees.

30. Waiver and Release of Liability

I, _____ hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, Ranika Koneru or Cloud Connections, Their officers, agents, servants, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in any Program, or while in, on or upon the premises where the Program is being conducted.

I am fully aware of the risks involved and hazards connected to this Program, including but not limited to travel risks. I hereby elect to voluntarily participate in said Program with full knowledge that said Program may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

I also acknowledge that COVID-19 is an unprecedented illness that is currently a global issue related to travel. As such, I hereby agree to RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND HOLD HARMLESS Ranika Koneru and Cloud Connections from all claims of any kind arising out of COVID-19.

It is my express intent that this Waiver and Release of Liability Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless agreement shall be construed in accordance with the laws of the State of Texas.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability, understand it and sign voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

I, _____, (printed name) fully understand and agree to the above terms. I have also had the opportunity to seek legal counsel before signing this agreement, and am agreeing to the terms herein of my own free will.

Date, _____ (signature)