



## Virtual office Agreement

### Terms and Conditions and Notices

Location		N.O.C	Along with package
Name of the Client		Nature of business	
Client Representative & Designation	Mr. Designation- Director	Client GST No :	
Client Address		Client PAN :	
Email		Meeting Room/ Training Room	As per tariff card
Phone		Telephone per connection:	As per tariff card
Tenure Starting Date	1 <sup>st</sup> Mar 2024	Lobby Listing	As per tariff card
Tenure in Months	11 months	-	-
Packages available: a. Basic b. Enhanced c. Premium		-	-
Package Chosen:	Basic	-	-
Package includes	Address + Service Support	-	-
Monthly Charges		Internet -LAN / WiFi For enhanced & Premium package only	Shared Internet through LAN port
Payment Information		Service support- Collection of Courier	Part of package
GST Percentage		Service support- Re-Couriering	Chargeable at nominal cost
Total amount			

**1. DESCRIPTION OF SERVICE**

Rainmakersworkspace India Private Limited is providing the Client Company with a virtual office

**2. REGISTRATION OBLIGATIONS**

In consideration of use of the Service, the Client Company agrees to on its Official Letter Head to provide for approval a description of the business activity it intends to conduct and:

- (a) Provide true, accurate, current and complete information about the Client Company as prompted by the Service’s sign up form (“Registration Data”) and
- (b) Maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If the Client Company provides any information that is untrue, inaccurate, not current or incomplete, or \_\_\_\_\_ reasonable grounds to suspect that such information is untrue, inaccurate, not current or complete \_\_\_\_\_ has the right to suspend or terminate the Client Company’s account and refuse any and all current or future use of the Service (or any portion thereof). No additional activity shall be conducted by the Client Company from \_\_\_\_\_ premises without prior written approval of \_\_\_\_\_

**3. TERMINATION**

The Client Company agrees that \_\_\_\_\_, may terminate the Client Company’s account or any part thereof) with issuance of 01 month or use of the Service (or any part thereof) and remove and discard any messages within the Service, for any reason, including but not limited to:

- (a) If \_\_\_\_\_ I believe that the Client Company has violated or acted inconsistently with the terms and conditions,
- (b) If the Client Company provides incomplete, inaccurate or untrue information to \_\_\_\_\_
- (c) If \_\_\_\_\_ decides to discontinue offering the Service.
- (d) If the Client Company is in default of payment by more than 14 days
- (e) Agreement is subject to the escalation @5% in annually occupancy fee unless brought to an end mutually

The Client Company agrees that \_\_\_\_\_ may terminate the Service with or without cause at any time by sending one month’s written notice of termination. Upon

Company or any third party. The Client Company agrees that following the termination of Service for any reason whatsoever, the Client Company's telephone number may be re-assigned immediately to another Client Company of the Service. Furthermore, upon termination, Rainmakersworkspace India

Private Limited will have no obligation to inform anyone dialing the Client Company's telephone

#### 4. INDEMNIFICATION

The Client Company (the "Indemnifiers") shall indemnify, defend and hold its subsidiaries, affiliates, officers, agents, or other partners and employees, (the "Indemnified Persons"), harmless from and against any and all damages incurred by, or a proceedings against, any of them as a result of, arising from, or in connection with, or relating to, directly or indirectly (a) any matter inconsistent with, or any breach of terms herein; or (b) the non-performance (in whole or in part) by Client Company of any of their covenants, obligations or undertakings contained herein (any such claim for indemnification, referred to as a "Claim").

- The indemnification for losses under the preceding clause, shall include indemnification by the Indemnifiers to the Indemnified Persons in respect of any and all damages, awards, judgments, payments, diminution in value of properties of Rainmakersworkspace India Private Limited and other losses, all interest payable thereon, all actual costs and expenses of investigating in connection with any claim, actions, suits, proceedings, claims, demands, assessments, judgments, costs, expenses, including without limitation, accounting and legal fees and expense incurred by them in enforcing the indemnity set out in this Clause.

- In addition to any and all other remedies herein or at law or in equity, Rainmakersworkspace India Private Limited shall be entitled, notwithstanding any term to the contrary, to recover any indemnification payment or other amounts due from the Indemnifiers by retaining and setting off such payment or amounts.

#### 5. CLIENT COMPANY CONDUCT

The Client Company understands that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), transmitted through the use of the Service, is the sole responsibility of the person from which such Content originated. Therefore, the Client Company and not Rainmakersworkspace India Private Limited is solely responsible for all Content transmitted through the use of the Service. Rainmakersworkspace India Private Limited does not guarantee the accuracy, integrity or quality of any Content transmitted through the Service. Furthermore, under no circumstances will Rainmakersworkspace India Private Limited be liable in any way for any Content, including but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind whatsoever incurred as a result of the use of the Service. Under no

circumstances will be liable for any Content sent by the Client Company that is offensive, indecent or objectionable in any way. Rainmakersworkspace India Private Limited reserves the right to take any action, with or without any notice, including but not limited to terminating the agreement of the Client Company that violates any agreements between Rainmakersworkspace India Private Limited and its suppliers and partners.

The Client Company agrees not to use the Service to:

- (a) transmit any Content that is unlawful, threatening, harmful, abusive, harassing, obscene, libelous, hateful or otherwise objectionable in any manner;
  - (b) conduct any illegal or unauthorized activities, or activities against public policy;
  - (c) impersonate an individual or an entity or an affiliation with an individual or an entity;
  - (d) infringe any third party's patent, copyright, trademark, trade secret or other proprietary right;
  - (e) interfere with or disrupt the Service or services or networks connected with the Service, or disobey any requirements, policies or regulations of networks connected to the Service;
  - (f) intercept, manipulate, forge or in any other way alter the identifiers of the transmission in order to manipulate the origin of the Content transmitted through the Service;
  - (g) intercept, manipulate, forge or in any other way alter the Content transmitted through the Service;
  - (h) collect or in any way store or manipulate data of other Client Companies;
  - (i) intentionally or unintentionally violate any applicable national or international law and regulations;
  - (j) transmit any unsolicited or unauthorized advertising offers, Promotional materials "junk mail", "junk messages", "spam", "pyramid schemes" or "chain letters" using the address or contact details of Rainmakers Workspace;
  - (k) transmit messages to any individual or an entity of a list where the individual or the entity has not given permission to be included in the list; or
  - (l) transmit any material that contains software viruses or any other computer software code that is designed to interrupt, destroy or in any way limit the functionality of any computer software, hardware, network or telecommunications equipment;
- Rainmakers Workspace's decision shall be final and binding in regard to construing of any activity as illegal, defamatory, immoral or obscene or against public policy. The services arrangement is strictly temporary and is transferable only with a written consent from Rainmakers Workspace.
- (j) will not solicit office space business from internal clients of Rainmakers Workspace and any prospective clients of Rainmakers Workspace.

Similarly Rainmakers Workspace assure the client with regards to the conduct of Rainmakers Workspace's team (good conduct & behavior of the staff providing services) to ensure there is no loss to the client due to personal mis-conduct or professional misbehavior. This service assurance is not covered under the indemnification clause and limitation of liability clause.

## **6. LIMITATION OF LIABILITY**

The Client Company expressly understands and agrees that Rainmakersworkspace India Private Limited or its suppliers 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 Rainmakersworkspace India Private Limited 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 the 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 the Client Company's transmissions or data;
- (iv) statements or conduct of any third party on the Service; or
- (v) any other matter relating to the Service, in any event, the liability of Rainmakersworkspace India Private Limited and its suppliers to the Client Company for any reason and upon any cause of action shall be limited to the monthly fees, excluding any usage charges, actually paid to Rainmakersworkspace India Private Limited by the Client Company under this terms and conditions during the one (1) month immediately preceding the date on which such claim accrued. This limitation applies to all causes of action in aggregate, including, without limitation, to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. The fees for the Service set by Rainmakersworkspace India Private Limited have been and will continue to be based upon this allocation of risk, accordingly, the Client Company hereby releases Rainmakersworkspace India Private Limited and its suppliers from any and all obligations, liabilities, and claim in excess of the limitation stated in this section.

## **7. GENERAL**

These terms and conditions are personal between the Client Company and Rainmakersworkspace India Private Limited and govern the Client Company's use of the Service, superseding any prior agreements between the Client Company and Rainmakers Workspace. It is not transferable and any attempt by the Client Company to rent, lease, sublicense, assign or transfer any of the rights, duties or obligations hereunder is void ab initio.

These terms and conditions and the conduct, of the parties hereto shall be governed by the laws of the Republic of India.

## **8. Amendments**

Rainmakersworkspace India Private Limited reserves the right to amend these terms and conditions at any time. The Client Company will be notified by letter or email advising of the changes thirty days before the amendment is to take effect. If the Client Company does not reply to this notice within the said thirty days, the Client Company will be deemed to have accepted these changes.

## **9. Notices**

All notices dispatched pursuant to this Agreement shall be deemed validly served if sent by ordinary prepaid post and/or email to the address furnished in the Client Company Details herein or such other address furnished pursuant to clause 2 herein.

## 10. Jurisdiction

All Disputes are subject to the jurisdiction of the courts of Bangalore. The Client Company agrees to pay costs of collection of dues, legal expenses and interest charges in the event of legal action being initiated.

## 11. Miscellaneous

As per Section 35 of CGST Act, 2017, book of accounts needs to be maintained at the principal place of business as mentioned in the certificate of registration. In pursuance of the same, you need to maintain book of accounts at least on a monthly basis in our office. It can be maintained either physically or electronically. We undertake to maintain strict confidentiality in respect of the same. We are NOT responsible for any legal consequences such as fines or cancellation of your GST registration arising due to non-maintenance of "Book of Accounts".

### For Client Company:

Name of Client Company and Registered Office Address:

- 1) Name of Authorized Signatory: Mr.
- 2) Designation of Authorized Signatory:

For

(Authorized Signatory)

(Authorized Signatory)