# VIRTUAL OFFICE SERVICE AGREEMENT

This SERVICES AGREEMENT ("Agreement") made on____/____ / 20_2____ between **M/S THE THIRD SPACE, THROGH ITS PROPRIETOR MR. SACHIN AGGARWAL, SON OF LATE SHRI SITA RAM AGGARWAL, RESIDENT OF A-22, NIRMAN VIHAR, DELHI-110092** (hereinafter referred to as The Third Space)

And

**Mr./Ms./M/S**.....**S/D/o**.....
**R/o**.....
.....

(Hereinafter referred to as Client).

**THE NATURE OF THE AGREEMENT**

Client is interested in getting a Virtual Office Services (hereinafter referred to as the Services) from The Third Space at its premise located at **PROPERTY BEARING NO. 15, THIRD FLOOR, MAIN MAYUR VIHAR PHASE-1 MARKET, PRATAP NAGAR, MAYUR VIHAR PHASE-1, DELHI-110091** (hereinafter referred to as the Premise). The whole of the Premise remains the property of the The Third Space and remains in the The Third Space's possession and control. Client acknowledges that this Agreement creates NO tenancy interest, leasehold or other real property interest in Client's favor with respect to the virtual office program. This Agreement is personal to Client and cannot be transferred to anyone else. The Third Space may transfer the benefit of this Agreement and its obligations under it at any time.

**ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE**.

The Services are offered to Client conditioned on acceptance without modification, of the terms and conditions, contained in this Agreement. Client's use of the Service constitutes its agreement to the terms and conditions stated in this Agreement. Each person that uses the Service, or enters into a contract, in writing or online, on behalf of its employer or other third party, represents that such person is authorized to accept these terms on its employer's or on third party's behalf. Unless explicitly stated otherwise, the Terms of Service will govern the use of any new features that augment or enhance the current Services, including the release of new resources and services. In the case of any violation of these terms, The Third Space reserves the right to cancel Services to Client immediately and seek all remedies available by law and in equity for such violations.

**SUBSCRIPTION FEES AND TENURE**

That the is initial for temporary period of 11 months, starting from .../..../202.. and Client has agreed for subscription fee is **₹.....(amount in words)plus applicable gst**. Subscription fees are payable in advance. Any dues in the subscription fees will cause the termination of the Services on the expiration date set forth at the time of signup or payment. For late payments, Client has to pay an additional ₹ 100/- (Rupees One Hundred only) penalty every day the payment amounts due on Subscription fees.

**VIRTUAL ADDRESS**

The Client may also use the Virtual address according to the agreed Plan as mentioned below

| | | |
|---|---|---|
| Plan-A | : | For Mails Facility only (Permitted) |
| Plan-B | : | For Business Registration Purpose only (Permitted) |
| Plan-C | : | For GST Registration Purpose only (Permitted) |

(Kindly refer the Annexure enclosed Terms and Condition)

for business correspondence in following However, the Client is not permitted to use the Virtual Address as their registered office address without getting a prior written permission from The Third Space. Client may use the Virtual Address for obtaining License from Local Authority only after getting a written permission from The Third Space.

**MAIL HANDLING**

Client can receive mails at the "Virtual Address". If Client wants The Third Space to receive Registered mails or Certified mails at the Virtual Address, Client has to provide a round seal with its name and virtual address and an authorization letter giving The Third Space permission to receive mails on behalf of Client. If Client permits us, The Third Space will order a seal in Client's name and keep it in The Third Space custody. In case Client denies seal, The Third Space may not be responsible for mails that are not delivered by Indian Postal Service or Private Courier Companies due to non-existence of seal.

The virtual office facility shall not be held liable or responsible for any illegal or illicit couriers or mail received from clients, and it is the sole responsibility of the client to ensure that all materials sent through the virtual office comply with local, national, and international laws and regulations.

The Third Space can receive up to 10 letters or packages per month free of charge for Client. For additional letters or packages, The Third Space will charge a handling fee of Rs. 10 per letter / package. The Third Space will not accept packages more than 5 Kg of weight or 1 cubic feet size. Client can pick up the mails from the location free of cost. The Third Space is not liable for any mails not collected within 30 days from receipt date.

Client can ask The Third Space to send the package / letter to its address. For that, Client will have to pay for shipping and handling fees. The Third Space will determine the shipping fees and send an invoice to the Client. If a Deposit Amount is kept by the Client, The Third Space will deduct the Shipping fees from it. If there is no Deposit Amount, The Third Space will ship the item only after payment of the shipping fees.

**PHONE FACILITY**

That the Reception Number will be used as Phone Facility for Clients.

## AVAILABILITY OF SERVICES

The Third Space Virtual Phone service is dependent on available Telecom service. In case Telecom service is interrupted, the virtual numbers can get interrupted. As soon as we notice an interruption in the service.

## LIVE RECEPTION

Client is entitled to use The Third Space Live Reception service for its call answering. Live Reception Service is available to Ultimate Plan subscribers only. Live Reception Service will be available only during normal business hours from Monday to Friday 9 AM to 5 PM and Saturdays 9 AM – 1 PM. After the business hours, Client may opt for Call forwarding or voicemail facility. (Services will be closed on all Gazetted Holidays as and when notified by the Central/State Government)

## HOURS OF OPERATION

The Third Space is open for business from Monday to Friday 9.00 AM to 5.00 PM IST. The Third Space is also open on Saturdays from 9 AM to 1 PM. We are closed on Major public holidays of Delhi. Support and Live Reception will be available only during business hours.

## TERMINATION OF SERVICE

Client may decide to terminate the service any time. Service will be automatically terminated on the expiry date unless the subscription is not renewed. Upon Termination of the account, the Client must cease to use the Virtual Address and any Virtual Phone Numbers issued IMMEDIATLEY on business cards, Websites, stationary, advertising material and registration with third parties. The Third Space deserves the right to take action against those who found in breach of this requirement.

The Third Space reserves the right to terminate the service and this agreement without notice for any Client whose activity might adversely affect The Third Space reputation or The Third Space's normal operation. The Third Space will terminate the service if any Client found to be abusive to the The Third Space's staff

The Third Space may terminate the service any time in case Client violates any clause in this Agreement.

## NATURE OF BUSINESS

Client has to explain its nature of business in writing on this agreement. The Client agrees with The Third Space not to carry on any business which could be construed illegal, defamatory, immoral or obscene and agrees not to use the address of The Third Space whether directly or indirectly for any such purpose or purposes.

If the Client changes nature of business it must notify The Third Space in writing.

**CONFLICTING BUSINESS**

The Client should not directly or indirectly or though agents operate a business that competes with The Third Space's business of providing serviced offices and virtual offices, shared conference rooms and meeting rooms.

**LIABILITY**

The Third Space will not be liable for any loss sustained as a result of The Third Space failure to provide a Service as a result of any Software Glitches, Mechanical breakdown, Strike, Loss of electric power, or termination of The Third Space interest in the building containing the office. The Third Space does not accept liability for actions, services of/by third parties in anyway whatsoever, including delays & Non receipt of messages or communication due to delays or failures in the email, SMS or fax systems, Phone, courier or postal service.

Further, The Third Space shall not be responsible or liable to Client for any loss or damage resulting to Client by reason including but not limited to flood, fire, hurricane, riots, explosion, acts of God, war, terror, governmental action, or any other cause which is beyond reasonable control of The Third Space. Confidentiality Client recognizes that it may, in the course of obtaining or using the Services, come into possession of or learn confidential and proprietary business information of ("Confidential Information") about The Third Space. Client agrees that during the Term of this Agreement and thereafter:

(a) Client shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information as is provided with respect to Client's own similar information, but in no event less than a reasonable standard of care;

(b) Client will use Confidential Information solely for the purposes of this Agreement; and

(c) Client will not disclose Confidential Information to any third party without the express prior written consent of The Third Space.

Similarly The Third Space recognizes that it may, in the course of obtaining or using the Services, come into possession of or learn confidential and proprietary business information of ("Confidential Information") about Client. The Third Space agrees that during the Term of this Agreement and thereafter The Third Space shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information of Client.

If The Third Space transfers its business or any business segment that provides services to Client, The Third Space is authorized to transfer all user information to The Third Space's successor.

**OWNERSHIP**

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the Service are wholly owned by the ,The Third Space and/or its licensors and service providers except where expressly stated otherwise. Client agrees that Client is not the owner of any phone number assigned to them by The Third Space. Upon termination of account for any reason, such number may be re-assigned immediately to another customer.

The Third Space may change the number assigned to you if the phone service provider changes the number for any reason. The Third Space will not be liable for damages (consequential or special) arising out of such re-assignment or number change. Client hereby waives any claims with respect to such change. Client is not authorized to charge services to number assigned, any such charges will give The Third Space the right to immediately terminate your account without notice and bill such charges to Client.

**DAMAGES WAIVER**

Client hereby authorizes The Third Space to charge initial applicable reservation fees and any applicable variable fees including fees incurred for any potential damages.

You will not damage, deface or alter the meeting space, furniture, furnishings, walls, ceilings, floors, equipment or make or suffer to be made any waste, obstruction or unlawful, improper or offensive use of the meeting space or the common area facilities. You will not cause damage to any part of the building or our property or disturb the quiet enjoyment of any licensee or occupant of the building. At end of your reserved time, the meeting space assigned to you will be in as good condition as when you first occupied it, normal wear and tear excepted and we may apply additional charges in case of any damage to the facilities. We retain the right to enter your reserved meeting space to inspect it, to make repairs and alterations as we reasonably deem necessary and the cost of any repair resulting from an act or omission by you or your employees, guests and invitees will be reimbursed to us by you upon demand. You assume all risks of loss with respect to your personal property and the personal property of your agents, employees, contractors and invitees, within or about the facilities. You agree to waive any and all acts of recovery against us, or our directors, licensors, officers, agents, servants and employees, for loss of, or damage to your property or the property of others that is under your control to the extent of such loss or damages covered or required to be covered by any insurance policy.

Client's Virtual Address is:

THE THIRD SPACE
BUILDING NO 15
THIRD FLOOR , MAIN MAYUR VIHAR ROAD
Pratap Nagar , Mayur Vihar- 1
Delhi -110091, INDIA

THIS IS A FORMAL AGREEMENT ON THE THIRD SPACE'S TERMS AND CONDITIONS. THIS IS NOT A LEASE OR DEED OR CAN NOT BE USED AS LEASE AGREEMENT. I AGREE TO THE ABOVE TERMS AND CONDITIONS.

For Client: Signature: .....

Name : .....
Designation/Title : .....
Date of Sign : .....

WINTNESS 1 Signature : .....
Name: : .....

WINTNESS 1 Signature: .....
Name:: .....