

#### VIRTUAL OFFICE SERVICE AGREEMENT

This SERVICES AGREEMENT ("Agreement") made on/_	/ 20 (mm/dd/yyyy)
between Spacelance Virtual Office Solutions (hereinafter referred	to as Spacelance) and
S/o / D/o	residing at
	(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 Spacelance at its premise located at GS2 Heavenly Plaza, Kakkanad, Cochin - 682 021 (hereinafter referred to as the Premise). The whole of the Premise remains the property of the Spacelance and remains in the Spacelance'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. Spacelance 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, Spacelance reserves the right to cancel Services to Client immediately and seek all remedies available by law and in equity for such violations.

# **Subscription Fees**

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 2% penalty every day the payment amount due on Subscription fees.

#### Service Retainer / Deposit Amount

The Client will be required to pay a service retainer/deposit fees equivalent to one months of the monthly fee upon entering into this Agreement if it wishes to use Call forwarding and Mail handling features. This amount will be kept separately from Subscription fees. Client has to replenish the deposit when it reaches the minimum level. When Client terminates the Service, Spacelance will refund the balance of Deposit Amount to the Client.

# **Refund Policy**

Plans bought without Free Trial are eligible for a full-refund within 7 days of purchase. Spacelance Plans bought after the Free Trial, are not eligible for a refund. Any subscription renewal payment is not eligible for refund. For latest information on refund, please refer to our "Refund Policy" link on bottom of our website.

#### **Virtual Address**

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

# **Mail Handling**

Client can receive mails at the "Virtual Address". If Client wants Spacelance 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 Spacelance permission to receive mails on behalf of Client. If Client permits us, Spacelance will order a seal in Clients name and keep it in Spacelance custody. In case Client denies seal, Spacelance may not be responsible for mails that are not delivered by Indian Postal Service or Private Courier Companies due to non existence of seal.

Spacelance can receive up to 10 letters or packages per month free of charge for Client. For additional letters or packages, Spacelance will charge a handling fees of Rs. 10 per letter /



package. Spacelance 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. Spacelance is not liable for any mails not collected within 30 days from receipt date.

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

#### **Virtual Phone**

If Client subscribed to Standard or Ultimate Plans, it is eligible to select a dedicated Virtual Phone Number. Virtual Phone Number will not be applicable for Basic Plan.

Client is not the owner of any phone number assigned to it by Spacelance. The Client may use the Virtual phone number in your business correspondence, Business cards, Websites and so on. Spacelance will tracking all Client calls. If requested to do so, the Spacelance deserves the right to make the Clients call logs available to the law authorities.

Spacelace can record Client's calls up on specifically requesting. Spacelance will keep the recorded files on its servers and will not share the recordings with anyone. However, Spacelance deserves the right to make Client's call recordings available to law authorities up on request.

# **Call Forwarding**

Client can opt to forward the virtual phone to another phone number. Spacelance can forward calls to a number with in India only.

The call forward from Spacelance to Client's phone is considered as an outgoing call and will be charged back to the Client. Client may have to keep Deposit Amount with us to use call forward option. We will deduct the call charges from the Deposit on a monthly basis and Client has to replenish the deposit when it reaches the minimum level.



# **Availability of Services**

Spacelance Virtual Phone service is dependent on BSNL's service. In case BSNL service is interrupted, the virtual numbers can get interrupted. As soon as we notice an interruption in the service, Spacelance will send an email notification to Client.

#### Live Reception

Client is entitled to use Spacelance 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.

For the standard Ultimate package pricing, Spacelance can answer up to 10 calls per regular day. If Client is expecting higher call volume on a particular day, it has to notify Spacelance and we can handle higher call volume for a specified fees.

#### **Hours of operation**

Spacelance is open for business from Monday to Friday 9.00 AM to 5.00 PM IST. Spacelance is also open on Saturdays from 9 AM to 1 PM. We are closed on Major public holidays of Kerala. 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. Spacelance deserves the right to take action against those who found in breach of this requirement.

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



Spacelance 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 Spacelance not to carry on any business which could be construed illegal, defamatory, immoral or obscene and agrees not to use the address of Spacelance whether directly or indirectly for any such purpose or purposes.

If the Client changes nature of business it must notify Spacelance in writing.

#### **Conflicting Business**

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

#### Liability

Spacelance will not be liable for any loss sustained as a result of Spacelance failure to provide a Service as a result of any Software Glitches, Mechanical breakdown, Strike, Loss of electric power, or termination of Spacelance interest in the building containing the office. Spacelance 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, Spacelance 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 Spacelance.

# 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 Spacelance. 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 Spacelance.

Similarly Spacelance 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. Spacelance agrees that during the Term of this Agreement and thereafter Spacelance shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information of Client.

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

# Ownership

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the Service are wholly owned by the Spacelance 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 Spacelance. Upon termination of account for any reason, such number may be re-assigned immediately to another customer.

Spacelance may change the number assigned to you if the phone service provider (e.g. BSNL) changes the number for any reason. Spacelance 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 Spacelance the right to immediately terminate your account without notice and bill such charges to Client.

# **Conference & Office Room Usage**

Spacelance entitles Clients to hire offices, meeting rooms and conference services ("Facilities") on daily or hourly basis. Use of any Facilities will be subject to:



- (i) Availability of the facilities;
- (ii) Payment of all fees and charges incurred in reserving and/or using the facilities; and
- (iii) Compliance with the terms and conditions and/or house rules from time to time applicable to the facilities.

Unless otherwise agreed in writing, settlement of all fees and charges incurred in reserving and/or using the facilities is to be made by Client prior to use and shall not be considered guaranteed until written confirmation has been provided to Client.

### **Damages Waiver**

Client hereby authorizes Spacelance 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.

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Client's Virtual Ac	ldress is:
GS2 Heavenly Plaz	za
Suite #	
Kakkanad, Cochin	682 021
Client's Virtual Ph	none Number (if any) is: 0484
	L AGREEMENT ON SPACELANCE'S TERMS AND CONDITIONS. ASE OR DEED OR CAN NOT BE USED AS LEASE AGREEMENT.
I AGREE TO THE ABO	VE TERMS AND CONDITIONS.
For Client:	
Signature	:
Name	:
Designation/Title	:
Date of Sign	:
WINTNESS 1	
Signature	:
Name:	:
WINTNESS 1	
Signature	:
Name:	:



# **ANNEXURE – 1**

Client to describe about its nature of Business that it is planning to conduct at the virtual Office
in connection with this Agreement (in approx 200 words):