



HOUSE RULES

October 2017

These are the Provider's House Rules which may change from time to time and which apply between the Provider and the Customer in relation to a Business Centre.

Accommodation

1. Upon Move In: The Provider will ask the Customer to sign an inventory of all accommodation, furniture and equipment the Customer is permitted to use, together with a note of its condition, and details of the keys or access cards' issued to the Customer.
2. Signage: The Customer may not put up any signs on the doors of their accommodation or anywhere else that is visible from outside the rooms. The Customer can use the same with the written approval from the Business Centre team. The Provider reserves the right to charge a fee for any signage and to specify its design to ensure it remains in keeping with the Centre's design.
3. Property: The Customer must take good care of all parts of the Business Centre, its equipment, fittings and furnishings that they use. The Customer must not alter any part of it.
4. Keys and Security: Any keys or access cards remain the Provider's property at all times. The Customer must not make any copies of the keys and/or entry cards or allow anyone else to use them without the Provider's consent. Any loss must be reported to the Provider immediately and the Customer must pay a reasonable fee for replacement keys or cards and of changing locks, if required. This rule improves security levels of the Business Centre. If the Customer is permitted to use the Business Centre outside normal working hours it is the Customer's responsibility to lock the doors to their accommodation and to the Business Centre when they leave. This is to ensure the safety of individuals and property at the Business Centre.

Use

5. Entrances and Exits: The Customer shall not leave open any corridor doors, exit doors or door connecting corridors during or after business hours for security purposes and if the Customer does so, it will be at the Customer's own risk.
All corridors, halls, elevators and stairways shall not be obstructed by the Customer or used for any purpose other than egress and ingress. The Customer must keep public areas neat and attractive at all times.
6. Name and Address: At the Customer's request and cost, the Provider is happy to include the Customer's name in the house directory at the Business Centre, where this facility is



available. The Customer must not use the Provider's name in any way in connection with their business. The Customer may use the Centre address as its business address subject to compliance with applicable law. Within one month of signing a Service Agreement and from time to time at the Provider's request, the Customer must provide the Provider with an official document certifying their registered address, a copy of the identity card of the legal representative of the Company and a copy of the articles of association of the Company signed. The Customer may not use the Business Centre as their registered address for service-of-process.

7. Employees and Guests: The Customer's employees and guests shall conduct themselves in a business-like manner; proper business attire shall be worn at all times; the noise level will be kept to a level so as not to interfere with or annoy other Customers. The Customer will abide by the Provider's directives regarding security, keys, parking and other such matters common to all occupants. No part of the office or the Business Centre may be used for overnight accommodation.

8. Equipment: The Customer shall not, without the Provider prior written consent, store or operate in their office(s) or the Business Centre(s), any large business machine, reproduction equipment, heating equipment, stove, microwave, toaster, sandwich maker, radio, stereo equipment or other mechanical amplification equipment, vending or coin-operated machine, refrigerator or coffee equipment. Additionally, the Customer must not conduct a mechanical business therein, do any cooking therein, or use or allow to be used in the building where the Business Centre is located, oil burning fluids, gasoline, kerosene for heating, warming or lighting. No article deemed hazardous on account of fire or any explosives shall be brought into the Business Centre. No offensive gases, odours or liquids shall be permitted. No firearms shall be permitted. The Business Centre is intended to be used solely for office use.

9. Electrical: The electrical current shall be used for ordinary lighting, powering personal computers and small appliances only unless written permission to do otherwise shall first have been obtained from the Provider at an agreed cost to the Customer. If the Customer requires any special installation or wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at the Customer's expense by the personnel designated by the Provider.

10. Common Areas: The Customer may not conduct business in the hallways, reception area or any other area except in their designated office without the prior written consent of the Provider.

11. Animals: The Customer shall not bring animals into the Building other than assistance animals.



12. Kitchen Amenities: Kitchen Amenities allows the Customer and visitors to self-service coffee, tea and purified water as well as access to the kitchen facilities.

14. Manufacturing and Storage: The Customer shall not use the Business Centre for manufacturing or storage of merchandise except as such storage may be incidental to general office purposes. The Customer shall not occupy or permit any portion of the Business Centre to be occupied or used for the manufacture, sale, gift or use of liquor, narcotics or tobacco in any form.

15. Locks: No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Business Centre by the Customer nor shall any changes be made to existing locks or the mechanisms thereof.

16. Soliciting: Canvassing, soliciting and peddling in the Building are prohibited and the Customer shall not solicit other Customers for any business or other purpose without the prior written approval of the Provider.

17. Property: All property belonging to the Customer or any of the Customer's employee, agent or invitee shall be at the risk of such person only and the Provider shall not be liable for damages thereto or for theft or misappropriation thereof.

18. Smoking: Smoking is strictly prohibited in all public areas, including conference and training rooms. No smoking shall be permitted at any time in any area of the Business Centre.

19. Harassment: The Customer or the Customer's officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees shall be prohibited from participating in any type of harassing, discriminatory or abusive behaviour to the Provider's team members, other Customers or invitees, verbal or physical in the Business Centre for any reason. Any breach of this rule is a material breach of the Agreement (not capable of remedy) and the Agreement may be terminated immediately and services will be suspended without further notice.

[Services and Obligations](#)

20. Office Accommodation: The Customer shall not affix anything to the windows, walls or any other part of the office or the Business Centre or make alterations or additions to the office or the Business Centre without the prior written consent of the Provider.

21. Office Services: The Provider is happy to discuss special arrangements for the use of the facilities (such as air-conditioning and Kitchen Amenities, etc.) outside the Business Centre normal opening hours or, the normal working days where the Business Centre is located. There may be an additional charge for such special arrangements. This can be discussed at the time of arrangement.

22. Pay-As-You-Use Services: All of the pay-as-you-use services are subject to the availability of the Business Centre staff at the time of any service request. The Provider will



endeavour to deal with a service request at the earliest opportunity and provide the additional service the Customer requires, but will not be held responsible for any delay.

23. If in the Provider's opinion, the Provider decides that a request for any pay-as-you-use service is excessive; the Provider reserves the right to charge an additional fee at the Provider's usual published rates based on the time taken to complete the service. This will be discussed and agreed between the Provider and the Customer at the time the Customer makes such request.

24. Service Availability: Services will be available during normal opening hours. Internet access and phone lines are available after hours and weekends.

[The Service Agreement](#)

25. Nature of the Service Agreement: The Provider may transfer the benefit of the Customer's Agreement and the obligations between the Provider and Customer under it at any time. This clause reflects the fact that the Customer is taking a serviced office Agreement and not a lease and that the Provider retains overall control of the Business Centre. The Customer has no real-property or commercial property interest of any kind in the building where the Business Centre is located. Where the Customer is a company and it merges with another or the Customer needs to allow an affiliate to use the services provided under the Service Agreement, the Customer will explain the need for any change to the Provider and the Provider will give careful consideration in each case. The Customer must notify the Provider with the identity of each occupant of the Business Centre.

26. Data Protection: The Provider requests that the Customer provides, as and when requested by the Provider, documentation and personnel information as the Provider may reasonably require to enable the provision of the services. Such personal data will be used by the Provider in accordance with the law.

27. Applicable Law: The present House Rules shall be governed by local law. Any dispute regarding such House Rules will be settled by the competent courts of the local legislative jurisdiction.

28. Annual Indexation: For all Agreements with a term greater than 12 months, the indexation applied from the 13th month to the monthly office rate will be CPI or 10%, whichever is greater.

29. Company Name Change: If there is a need to change the name of the Customer's company, requests must be made in writing and addressed to the Business Centre's Manager. These requests should be accompanied by the appropriate supporting paperwork and will be processed 30 days from the beginning of the next calendar month. Any invoices prior will be in the current company name and cannot be changed.



30. Subordination: This agreement is subordinate to the Provider's lease with the Provider's landlord and to any other agreements to which the Provider's lease with the landlord is subordinate.

31. Fraud: The Provider reserves the right to immediately suspend services and/or terminate the Agreement if they determine that their facility or address is being used in connection with possible fraudulent activity or activity that maybe a violation of laws or governmental regulations.

Fees

32. Standard Services: The standard fee and any fixed, recurring services requested by the Customer are billed in advance and payable upon receipt of invoice. Where a daily rate applies, the charge for any such month will be 30 times the standard fee. For a period of less than a month the standard fee will be applied on a daily basis. Recurring services will be provided by the Provider at the specified rates for the duration of the Service Agreement (including any renewal). If a Customer has a need to cancel a recurring service they may request this at any time up to the notification due date of the Agreement. The cancellation will be applied from the first day of the renewal start.

33. Pay-as-you-use and Additional Variable Services: Fees for pay-as-you-use services, plus applicable taxes, in accordance with the Provider's published rates which may change from time to time, are billed in arrears and payable upon receipt of invoice.-

34. Office Restoration Service: A fee of INR 900 per square meter for each occupied office will be charged upon the Customer's departure or if the Customer, at the Customer's option, chooses to relocate to different rooms within the Centre. The Provider reserves the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear. In case of any damages the repair cost will be as per actuals.

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35. Business Continuity Service: Business Continuity service for 3 months is an optional service following departure from the Provider, to cover the management and redirection of mail, fax, calls and visitors. This service is billed in advance at the time the Agreement terminates.

36. Late Payment and Penalty: All payment to be done within 7 days of receipt of Invoices. All invoices are due upon receipt. Late fee dates will vary based on the type of service/invoice that is provided. At any time, the Customer may ask the Centre Team on what date a late fee will be assessed. If the Customer does not pay fees when due, a service fee of INR 1,700 plus 5% penalty will be charged on all overdue balances under INR 50,000. For balances equal to or greater than INR 50,000, a fee of INR 3,410 plus 5% penalty will apply. If the Customer disputes any part of an invoice, they must pay the amount not in dispute by the due date or be

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~~subject to late fee and penalty. The Provider also reserves the right to withhold services (including for the avoidance of doubt, denying the Customer access to their accommodation) while there are any outstanding fees, penalties and interests or the Customer is in breach of the Service Agreement.~~

37. Insufficient Funds: The Customer will pay a fee of INR 1,250 or the maximum amount permitted by law for the return of any returned cheque or any other declined payment due to insufficient funds.

38. Retainer/deposit: For security the Provider will only return retainers/deposits via bank transfer. In order to ensure the Provider returns the retainer/deposit in a timely manner, the Provider requires the Customer to fill in and sign the retainer/deposit refund form.

38. Discounts and Promotions: On renewal of the Agreement, prices of services will revert back to the published monthly rates.

39. Reinstatement: Discontinued services due to late payment will incur a reinstatement fee equivalent to the monthly rate of such services.

Liability

40. Mail: The Customer releases the Provider from any liability arising out of or incurred in connection with any mail or packages received and sent on the Customer's behalf. Packages should be collected by the following day and storage fee may apply if packages remain uncollected over 48 hours.

Force Majeure

41. Force Majeure: The Provider shall have no liability to the Customer under this Agreement if it is prevented from, or delayed in, performing its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, disease or quarantine restrictions compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or subcontractors. The Provider obligation to perform its obligations shall be suspended during the period required to remove such force majeure event. The Provider shall notify the Customer as soon as reasonably possible of the force majeure event and propose a suitable alternative accommodation (if any) in the same Business Centre or in another available business centre.

IT and Technology Policy

42. Introduction: This Policy forms part of the Provider IT Connectivity Order and applies where the Customer wishes to use the Provider's Telecommunication and Internet connectivity services and equipment. The Provider is considered a Downstream Service

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Provider (DSP), which means the Provider offers a personalised connection to the Internet which is managed and protected via a firewall.

- The Internet service provides the Customer with an Internet connection that provides regular business activities such as web browsing, the ability to send and receive electronic communications, access to business applications and like.
- The Internet service is based on a symmetrical leased line connection or similar technology that is shared with other individual Customers within the Business Centre.
- The Provider can supply the Customer with Reserved Bandwidth in various capacities subject to availability.

43. Internet and Telecommunications Policy:

44.1 Content: The Customer acknowledges that the Provider does not monitor the content of information transmitted through the Provider's telecommunications lines or equipment, which includes, but is not limited to, Internet access, telephone, fax lines and data lines ("Telecommunications Lines"). The Customer further acknowledges that the Provider is merely providing a conduit for Customer's Internet transmissions, similar to a telephone company, and that the Provider accepts no liability for the content of transmissions by the Customer.

44.2 Restrictions: The Internet service may be used only for lawful purposes and shall not be used in connection with any criminal or civil violations of state, federal, or international laws, regulations, or other government requirements.

Such violations include without limitation theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; violation of export control laws or regulations; libel or defamation; threats of physical harm or harassment; or any conduct that constitutes a criminal offence or gives rise to civil liability. The Customer is responsible for maintaining the basic security and virus protection of the Customer's systems to prevent their use by others in a manner that violates the Service Agreement. The Customer is responsible for taking corrective actions on vulnerable or exploited systems to prevent continued abuse.

44.3 Unauthorised Access: In no event may the Customer increase its authorised access points to the Telecommunications/Data lines by means of wire splitting or any other method including wireless devices. In the event of the Customer breaching paragraph 44.4 (Internet Access - Per User Basis), above, or this paragraph, the Provider may disconnect all of the Customer's access to the Telecommunications/Data lines upon three (3) business days prior written notice to the Customer. The Customer shall pay all the Provider's usual published fees for any unauthorised Telecommunications/Data Lines use



upon invoice from the Provider. The Provider shall have no obligation to reconnect the Customer to the Telecommunications/Data Lines until such fees have been paid in full and the Customer has ceased to make unauthorised access.

44.5 Customer Installed Telecommunications Lines: It is part of the Provider's business model to provide Telecommunications Lines to its Customers. The Customer may not bypass the use of the Provider's Telecommunications Lines by installing its own direct Telecommunications Lines. On a case by case basis, the Provider may grant the Customer authorisation to install direct Telecommunications Lines upon written request by the Customer. This permission will only be granted on the Agreement of the Customer, to make a monthly payment of a direct access fee as set by the Provider which will be equal to the Provider's standard monthly Internet fee, the Telecoms package fee or both.

44.6 Security Violations: The Customer is prohibited from engaging in any violations of system or network security.

The Internet service may not be used in connection with attempts - whether or not successful - to violate the security of a network, service, or other system. Examples of prohibited activities include, without limitation, hacking, cracking into, monitoring, or using systems without authorization; scanning ports; conducting denial of service attacks; and distributing viruses or other harmful software. The Provider reserves the right to suspend the Internet access upon notification from a recognized Internet authority or ISP regarding such abuse. The Provider may disconnect the Customer's equipment and withhold services if they consider that the Customer's hardware or software is, or has become, inappropriate for connection to its network. The Customer is responsible for the Customer's own virus protection on the Customer's systems and hardware.

44.7 Internet: Internet services are only available at the Provider's locations and connection to its network is only permitted at those locations or via the Provider's offered services. The Customer must not create any links between the Provider's network and any other network or any telecommunications service without the Provider's consent.

44.8 Revisions to this Policy: The Provider may modify this Policy at any time, with or without notice.

44.9 DISCLAIMER OF LIABILITY FOR THIRD PARTY PRODUCTS: As part of its services to the Customer, the Provider may provide third party Internet access and computer hardware and software ("Third Party Services"). THE PROVIDER DISCLAIMS ANY AND ALL LIABILITY, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, FOR SUCH THIRD PARTY SERVICES. THE CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATION HAS BEEN MADE BY THE PROVIDER AS TO THE FITNESS OF THE THIRD PARTY SERVICES FOR THE CUSTOMER'S INTENDED PURPOSE.



44.10 DISCLAIMER OF LIABILITY FOR THE CUSTOMER'S EQUIPMENT. ALL CUSTOMER EQUIPMENT STORED IN THE PROVIDER'S TELECOMMUNICATIONS ROOM IS STORED AT CUSTOMER'S OWN RISK. THE PROVIDER DISCLAIMS ANY AND ALL LIABILITY FOR SUCH EQUIPMENT AND SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGE TO SUCH EQUIPMENT.

44.11 DISCLAIMER OF INDIRECT DAMAGES FROM LOSS OF SERVICE. The Provider does not provide any service level Agreement to the Customer in regard to Provision or loss of service for its Internet services. The Provider shall not be liable for any indirect damages, including lost profits, arising out or resulting from any loss of service or degradation of connectivity/access to the Internet with the Service Agreement, even if the other party has been advised of the possibility of such damages. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other fault of either party.

44.12 DISCLAIMER OF INDIRECT DAMAGES. The Provider shall not be liable for any indirect damages, including lost profits, arising out or resulting from the Service Agreement even if the other party has been advised of the possibility of such damages. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other fault of either party.