

## **MEMBERSHIP AGREEMENT**

For the purpose of this Agreement, wherever the context so requires "You" or "User" shall mean any natural or legal person who visits our platform, either just for the purpose of browsing the Website or engages to avail the services provided by us. The term "We", "Us", "Our" shall mean **Work-Bee (a part of Sundik Services LLP)** and we provide our services through our website **[www.workbeeindia.com](http://www.workbeeindia.com)**.

The Work-Bee provides non-exclusive, limited, non-transferable, shared and collaborative work spaces. By agreeing to the terms and conditions as provided hereinafter, you become a Member and are entering into an Agreement that describes your rights and obligations in connection with permission to use work spaces in the office space provided by Us. By using the Work Spaces, you are agreeing to abide by and be bound by the terms and conditions provided herein.

User and Work-Bee shall individually be called as Party and collectively as Parties.

### **GENERAL CONDITIONS**

- By agreeing to these Terms of Service, you represent that you are at least 18 (Eighteen) years of age and you have given us your consent to allow any of your minor dependents to use this site.
- You may not use our Services for any illegal or unauthorized purpose nor may You, in the use of the Services, violate any laws.
- You may access some areas of the Website without availing our services or registering your details with us. Most areas of the Website are open to everyone.
- When you use the Website or register an account, you will provide us with personal information such as your name, email address, telephone number, credit or debit card information and address. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our Privacy Policy.

- You are responsible for ensuring that all persons who access the Services provided by Us through you are aware of these Terms and that they comply with them.

### **SERVICE OFFERED**

Work-Bee provides services to the individual, firms/companies or to a group of individuals, a co-shared working space to carry out their business. We provide membership in many forms from Regular, Hourly, and Daily Pass to multi month pass, Space and Services at various prices. You will be provided with an access pass can access the work spaces.

You may visit our website [www.workbeeindia.com](http://www.workbeeindia.com) to view all current membership plans, space, services and pricing.

### **LIMITED RIGHTS TO USE OF SPACE**

- You understand, acknowledge and agree that Our membership does not constitute a lease or sublease but a prepaid usage membership license to You to use the space on a yearly, monthly, daily or hourly basis.
- During the term of this Agreement, all access to the Work Spaces will be solely by You for Your own use in connection with Your internal business purposes. You understand that Membership is a privilege that may be revoked or your access can be restricted.
- This Agreement can be terminated anytime, in case of non-acceptance of any term of this agreement or in case of any misbehavior, misdemeanor, nuisance or immoral activity, non-payment of dues or for violation of member code of conduct.
- You understand and acknowledge that permission to access and use the work spaces are non-exclusive, non-transferable, and non-sub licensable.
- You agree not to misuse any of the work spaces and services provided by Us and You shall not let any third party use the work spaces without prior permission.
- You agree to take an Hourly/ 1 Day Pass for your Guest(s) who will be required to be with you in the Space for more than an hour. If You will be required to use the conference room, then separate charges will have to be paid by You.

- You understand that upon revocation of the permission to use work spaces, suspension of Your membership or termination of this Agreement, You shall not use the work spaces and services with immediate effect.
- You agree to abide by the general code of ethics for conducting business in our work spaces and will not engage into any kind of illegal activities by yourself or through any other person within the premises of Our work spaces. You agree not to engage in any online or business activity of the sort that may damage or impair the functioning of Our space or its services, including but not limited to overburdening or impairing any servers or networks connected to Us. In case you engage into any such activity, Work-Bee holds the right to terminate Your membership, effective immediately.
- You further agree not to engage in any online or business activities of a questionable moral character that may damage or otherwise adversely affect the benefits of membership, Our reputation, or the reputation of members of Our office space, including but not limited to using Our office space in connection with downloading or using trademarked or copyrighted material without permission, pyramid schemes, spam, identity theft, defaming or harassing others, or uploading or downloading profane or indecent material.
- You agree to make the management of Work-Bee aware in case you find any other person in the premises of Work-Bee, engaging into any kind of illegal activity. In case it is found out that you were aware of any illegal activity being conducted in Our premises and did not inform the management about it, Work-Bee holds the right to terminate Your membership, effective immediately.
- You agree not to harm/destroy or take undue advantage of any of the property belonging to Us or provided to You by Us in Our premises. You shall be liable to compensate Work-Bee in case of any such harm/destruction.

### **KNOW YOUR CUSTOMER (KYC)**

You are liable to complete the KYC procedure with Us after taking membership and before accessing the work spaces.

Following KYC documents are considered valid:

- **For Person / Individuals** : Passport, PAN, Voter's ID, Adhaar Card.
- **For Companies** : Certificate of Incorporation, Memorandum & Article of Association.

### **REVOCAION/TERMINATION OF MEMBERSHIP**

This Agreement shall be valid up to the time period for which it is prescribed by You i.e. hourly, daily, monthly, or yearly.

Further, Work-Bee holds the right to terminate Your membership in case you fail to abide by the terms of this Agreement.

After revocation/termination of right to use Work Spaces by Us, surrender of Work Spaces by You or termination of this Agreement, You shall immediately stop using the Work Spaces. The Work Spaces may then be further allocated by Us to other members for their usage.

### **'MEMBERS' CODE OF CONDUCT**

The Member acknowledges and agrees that Office Space is a shared, non-exclusive work space. While working in the space or utilizing Our services, Our members/ non-members will:

- Participate in creating the space and seek ways to contribute, making the community and space even better.
- Keep the Space clean and organized. Food & Drinks are allowed on your workstation but please be mindful of the food smell.
- Behave in a respectful and considerate manner while using the Space or Services by controlling conversation content and volume, especially, no swearing - this is a professional environment.
- Keep phones on silent/ vibrate/ low ring mode. Also, phone calls can be taken however out of respect for other users please keep voice levels low or move to another area of the space or building for long conversations.
- Not to involve in discrimination and harassment, which includes, but is not limited to, reasonably offensive verbal comments related to gender, gender identity and expression sexual orientation, disability, physical appearance, body size, race, ethnicity or religion; sexual images in public spaces; deliberate intimidation; stalking; following; harassing photography or recording; sustained disruption of talks or other events; inappropriate physical contact; and unwelcome sexual attention.
- Respect privacy, data and assets of all users. Information discussed or overheard must be kept confidential.
- Use productive and respectful communication skills, seeking understanding and a mutually beneficial solution to problem before it escalates.
- Not bring firearms, weapons, drugs, etc. on the premises.
- Conduct meetings with external participants in meeting rooms only.

- Not to download pirated files using torrent or other activities that consume excessive bandwidth like multi-player online gaming, live streaming of TV shows/movies, etc. Software will flag offenders without invading your privacy.
- Not to visit / contribute to any site that is not allowed by Government of India or is known to spread hatred of any sort based on caste, creed, religion or any other form of discriminatory practice.
- Be responsible for the conduct of Your visitors.
- In using Our Office Space and Services, undertake that You will follow all guidelines and behave with respect and integrity. Inability to do so may result in termination of Your membership.

### **CONFIDENTIALITY**

The terms of this agreement are confidential. Neither You nor We may disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues after this agreement ends.

### **INDEMNIFICATION**

You hereby agree to indemnify Work-Bee and its employees for any kind of loss/damage occurred to Us because of You or your guests.

You understand that if someone or something at Our space gets hurt or damaged as a result of your negligence, then You are responsible to pay for that injury or damage either through Your insurance provider or on Your own.

In no event shall We, or our directors, employees, members, shareholders, or guests be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever, including but not limited to damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty, negligence, and any other pecuniary or other loss whatsoever, arising out of or in any way related to the participation in or inability to participate in or use of Our office space or services, the provision of or failure to provide Services, or otherwise under or in connection with any provision of this agreement.

### **GOVERNING LAW AND DISPUTE RESOLUTION**

This agreement shall be interpreted in accordance with and shall be governed by the laws of India.

Any dispute or claim arising out of, or in connection with, Your usage of work Spaces shall be resolved by referring the dispute or claim to a sole arbitrator to be appointed by Us. The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and any modifications thereof. The language of arbitration shall be English. The venue for arbitration shall be Delhi. The courts at Delhi shall have the exclusive jurisdiction over the disputes / claims arising out of the usage of space and interpretation of this Agreement or any of its term.

### **FORCE MAJEURE:**

Either Party shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure Event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. "Force Majeure Event" means any event due to any cause beyond the reasonable control of either Party without limitation, unavailability of any communication system, breach or virus in the processes or Payment and Delivery Mechanism, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government etc.

### **GENERAL PROVISIONS-**

- Entire Agreement: This Agreement constitutes the entire agreement between the Master Merchant and the Sub Merchant pertaining to the subject matter hereof and supersedes in their entirety all written or oral agreements between the Parties.
- Relationship between Parties: The Parties to this Agreement are independent individuals/ firms/ companies/ group of individuals and nothing in this Agreement shall make them joint ventures, partners, employees, agents or other representatives of the other Party hereto. Neither Party shall make any representation that suggests otherwise.
- Severability: If any provision of this Agreement is determined to be unenforceable for any reason, then the remaining provisions hereof shall remain unaffected and in full force and effect.
- Variations of Agreement: Work-Bee hereto may amend these terms and conditions or to introduce new terms and conditions. Information about any such variations or amendment or introduction will be communicated to You by ordinary post/ email and if You are unwilling to accept such variation or

amendment or introduction, Work-Bee shall notify You in writing by Registered Post within five days from the receipt of the notification by You.

- **Assignment:** This Agreement may not be assigned by the either party without the prior written intimation of the other Party. This Agreement shall apply to and bind any successor or permitted assigns of the Parties hereto.
- **Rights And Remedies:** All rights and remedies hereunder shall be cumulative and may be exercised singularly or concurrently. If any legal action is brought to enforce any obligations hereunder, the prevailing Party shall be entitled to receive its attorney's, fees, court costs and other collection expenses, in addition to any other relief it may receive.
- **Waver:** If either Party fails to perform its obligations under any provision of this Agreement or the other Party does not enforce such provision, failure to enforce on that occasion shall not prevent enforcement on later occasions.
- **Survival of Provisions:** Notwithstanding any other provision to the contrary herein, terms which by their nature survive termination or expiration of this Agreement shall bind the parties following any expiration or termination of this Agreement.
- **Liability upon Expiration:** You are liable to communicate your intent to renew this Agreement by informing the manager of Work-Bee 5 days prior to the expiration of your agreement. The renewal of the Agreement will be solely on the discretion of Work-Bee.
- **Headings and sub – headings:** The headings and sub headings in this Agreement are for convenience only and do not affect the meaning of the relative section / clause.
- **Disclosure of information:** The individual signing this Agreement on behalf of a group of individuals, firm, and company certifies that he/she is an authorized principal, partner, officer, or other authorized representatives.
- **Notice will be deemed given :**
  - In the case of hand delivery or registered mail or overnight courier upon written acknowledgement of receipt by an officer or other duly authorized employee, agent or representative of the receiving party;
  - Nothing in the aforesaid clauses shall affect any communication given by way of the internet or other electronic medium as otherwise provided in this Agreement for the purpose of rendering the services.

- REFUND AND CANCELLATION POLICY
  - No member shall be entitled to any refund on any amounts received by Work Bee.
  
- WORK SPACES
  - No. of work spaces 1 – 3, More than 3
  - Interest Free Security Deposit (IFSD) (in months) Nil, 1
  - Exit Notice Period (in months) Nil, 1