

CO-WORKING SERVICE AGREEMENT
TERMS AND CONDITIONS

1. Acceptance of Terms

The services of The Office Haute Rive Ltd ("The Office") provided to you, (including but not limited to use of office space, access to Internet, etc), are subject to the following terms and conditions. The Office reserves the right to update the terms and conditions at any time by publication on the website at www.theoffice.mu.

2. Descriptions and Services.

- 2.1 In this document, "The Office" refers to The Office Haute Rive Ltd as described above. The term "Client" refers to any natural or legal person and any employee or other representative of such legal person who makes use of the co-working space. The term "The Office" refers to the office building and co-sharing space itself, including all facilities in it as well as the outside landscape within its perimeters.
- 2.2 The Office will provide you with some or all of the following: access to office space, workstations, showers, internet access, office equipment, conference and boardroom space, computers and/or laptops, video-conferencing facilities and other services from time to time (collectively, the "Services"). The Services are at all times subject to the terms and conditions. Some of these Services are optional at an additional cost and some are limited and depend on availability at the time of reservation, for instance computers and/or laptops and video-conferencing facilities.

3. No Unlawful or Prohibited Use

- 3.1 The Services may not be used for any purpose that is unlawful or prohibited by these terms and conditions.
- 3.2 The Services may not be used in any manner that could damage, disable, overburden, or impair infrastructure, equipment or any internet connection provided by The Office, or interfere with any other person's use and enjoyment of any Services.
- 3.3 Information relating to The Office in general and to other people sharing the office in particular, is confidential to those parties and clients may not attempt to gain unauthorized access to any Services, computer systems or networks connected to any server of The Office or to any of the Services, through hacking, password mining, physical viewing or any other means.

4. Co-working space and equipment

- 4.1 The co-working space may not be altered in any way whatsoever and will be left in the condition it was found in and as it was laid out.
- 4.2 Equipment may not be altered or damaged and reasonable care must be taken when using any part of the co-working space, including, but not limited to, its equipment, fixtures, fittings, and furnishings. Clients will be liable for any damage caused by themselves or their invitees.
- 4.3 No installation of cabling, IT, or telecom connections is allowed without the Office's prior consent, which the Office may refuse at its sole and absolute discretion.
- 4.4 No equipment or furniture whatsoever shall be removed from the Office at any time and under any circumstances.
- 4.5 Access codes, Wi-fi passwords and other information pertaining to The Office, may not be imparted to any outside party.

5. Repairs and Maintenance

The Office shall maintain the co-working space in good repair and working order. Any problems requiring repair should be notified to The Office and it shall be remedied promptly. Normal maintenance and wear and tear is for the account of The Office, but the Client will reimburse The Office for wilful or negligent damage to furniture or equipment.

6. Storage and items left behind

Clients are not permitted to store or leave behind items of personal property at the office. Clients shall have the responsibility to remove all personal items from the Office when leaving. The Office shall not be liable or any loss of or damage to items left at the co-working space and items that are left may be disposed of.

7. Third-party actions

The Office will not be responsible for the actions of Clients or their guests. It assumes no responsibility or obligation regarding any disputes which may take place between Clients or their guests. Clients will be responsible for the actions, negligence or damage caused by and to third parties whom they are hosting. Clients will also ensure that their guests abide in general by these terms and conditions.

8. Making and cancelling bookings

- 8.1 Co-working spaces are available for use based on availability and all bookings must be made by email at info@theoffice.mu.
- 8.2 Co-working spaces are charged for the time booked and reservations are not considered to be confirmed until full payment has been made, unless otherwise agreed in writing. Failure to effect full payment in the absence of such agreement shall result in cancellation of the reservation made.

- 8.3 Fees shall be payable in advance or on arrival via cash or Electronic Funds Transfer ("EFT") unless otherwise agreed in writing prior to use.
- 8.4. All fees are non-refundable.

9. Modification to the Service and Prices

- 9.1 Prices for booking are subject to change by publication on the website.
- 9.2 The Office reserves the right at any time to modify or discontinue the Services (or any part or content thereof) without notice.
- 9.3 The Office shall not be liable to Clients for any modification, price change, suspension or discontinuance of the Services.

10. Use

The following general provisions apply:

- 10.1 The Office address may be used as a Client's business address, with prior written permission which will not be unreasonably withheld. Should permission be granted, Clause 13.1 has specific reference.
- 10.2 Clients will have access to the office 24 hours a day and 7 days a week by using their access codes. Outside office hours certain services such as secretarial services may not be available.
- 10.3 Noise levels must be kept to a minimum, so as not to disturb or annoy other clients, their guests or anyone else making use of the Office and the co-working space.
- 10.4 Clients must disclose the names and number of guests and/or invitees utilising its office facilities per visit unless otherwise agreed in writing.

The following actions are expressly forbidden:

- 10.5 Anything that may cause damage to the business reputation or the Office;
- 10.6 Acting in any way which presents danger or disruption to other clients, guests or employees at the Office and in the co-working space;
- 10.7 Harassment, abuse, threatening behaviour towards others or violation of any person's legal rights;
- 10.8 Publishing or distribution of any obscene or defamatory material or any material that incites violence, hate, or discrimination towards any individual at the Office and in the co-working space;
- 10.9 Unlawful gathering of information about others, including photographing or videotaping others without their consent;
- 10.10 Smoking in any area of the Office, except in designated areas.

11. Café and food

- 11.1 Clients are permitted to bring their own food and beverages to The Office, but no outside catering services is allowed.
- 11.2 Coffee and tea facilities and water will be provided as part of the standard Services.
- 11.3 There is a café on the office, managed by an independent operator. Nothing that is provided by this café is included in the Services, and any arrangements made between the clients and the Café are between the café and the client, and The Office has no responsibility or liability in this regard.
- 11.4 Unless otherwise specified in law, The Office shall not be liable for any damage due to the conduct or negligence of the management or staff of the café, or for any reason whatsoever.

12. Confidentiality

Every Client acknowledges and agrees that during their participation in and use of the Services they may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by the Office or any participant or user of the Services or any employee, affiliate, or agent thereof, that is non-public, confidential or proprietary in nature. Clients agree to be bound by confidentiality regarding such information and undertake not to share it with other parties. This includes access codes and Wi-Fi passwords.

13. Limitation of liability

- 13.1 To the maximum extent permitted by law, the Office excludes all liability and responsibility to Clients in contract, tort (including negligence), or otherwise, for any loss, including consequential loss, or damage resulting, directly or indirectly, from the use of The Office.
- 13.2 The Office cannot guarantee uninterrupted, timely, secure, error free or virus free access to the Office's network or the internet, whether from its office or otherwise, and its operation may be interfered with by numerous factors outside of the Office's control.

14. Insurance

- 14.1 It is the Client's responsibility to arrange insurance of its own property which it brings into the office and for its own liability to its employees and to third parties.
- 14.2 The Office shall be responsible for the insurance of the Office, but Clients shall not do anything or cause or allow anything to be done which will affect the insurance liability of The Office.

15. Monthly fees, Service fees and payments

- 15.1 If a monthly fee is applicable, this shall be payable monthly in advance, on the first day of each and every month, in cash or by way of EFT and in respect of any broken period a pro-rata adjustment shall be made. For daily use, payment will be prior to, or on arrival, either by EFT or cash as provided
- 15.2 Standard monthly recurring services if requested by the Client are payable monthly in advance. The Client must provide 1 (one) months' notice in writing to terminate such standard recurring services.
- 15.3 Any additional variable services not included in the package will be billed in arrears at the end of the month, as per usage, and are due within 7 days from the date of the invoice.
- 15.4 Invoices: The Office will send invoices electronically. Notification of invoices shall constitute a demand for payment. In case of any dispute, the Client must notify The Office in writing of such disputed amount and the reasons for it within 7 days of the date of the invoice. The Client must pay the amount not in dispute by the due date or be subject to late fees.
- 15.5 In the event of delay in making payment of the monthly fee or Services, the Client shall be liable to pay "default-interest" on the amount due at the rate of 5% per month. The Office also reserves the right to withhold services (including for the avoidance of doubt, denying the Client access to its office, where applicable) while there are any outstanding fees and/or interest, or the Client is in breach of this Agreement.

16. Indemnification

By using the Services, clients will indemnify and hold harmless The Office, its directors, officers, employees, agents, and representatives from any and all claims, liabilities, judgments, costs, damages, and expenses of any nature whatsoever, including the cost of defending such claims, which may accrue against, be charged to, be recovered from or sought to be recovered from The Office, directors, officers, employees, agents, and representatives by reason of or on account of any personal injury, sickness or death of any person or damage to property arising from their use of the co-working space.

17. Liability and Disclaimer

- 17.1 The Office will not in any circumstances be liable for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss unless the Office otherwise agrees in writing.
- 17.2 With the exception of gross negligence and deliberate misconduct, The Office, its employees and agents shall not be held responsible for any theft, loss or damage from The Office or for any damage done to the furniture or other effects of any Client in The Office by the caretaker or cleaners or any employees, agents or invitees of The Office.
- 17.3 The Office shall not be responsible for any loss, damage, corruption of data or any loss of information whether from hardware, software or internet damage that may occur to the Client, or for any loss, damage or loss of information resulting from communications or data failure including voice, communication and the internet.
- 17.4 With the exception of gross negligence and deliberate misconduct, The Office is not liable for any loss as a result of its failure to provide a service as a result of mechanical breakdown, strike, termination of its interest in the building containing the co-sharing space or otherwise.

18. Governing Law

These terms and conditions and any separate agreements whereby we provide you the Services shall be governed by and construed in accordance with the laws of Mauritius.

19. Severability

If any part of these terms and conditions are found to be void, unlawful, or unenforceable then that part will be deemed to be severed without affecting the validity and enforceability of the remaining provisions.

20. Contact information

Queries about the terms and conditions should be sent to us at info@theoffice.mu