

# Terms and Conditions

Last updated on 31<sup>st</sup> July 2025

**Service Provider:** Tusker Workspace Pvt. Ltd. and its affiliates (“Company”, “BHIVE”, “We”, “Us”, “Our”)

**User:** Any individual or legal entity availing the Virtual Office services (“Client”, “You”)

Please read these Terms & Conditions ("Terms") carefully before using our Virtual Office Services. By using Our service, you agree to be bound by the Terms.

## 1. Services Offered

The Virtual Office Services include: (i) use of BHIVE’s business address for mailing and correspondence purposes; (ii) mail and package handling services, if additionally opted for; and (iii) use of the address for purposes such as GST registration or company incorporation (“**Service**”). BHIVE does not provide any warranty or assurance regarding the acceptance or success of such registrations by the relevant authorities. All prices for the Services may vary and subject to change at the discretion of BHIVE.

Note:

- a) No physical office, dedicated workspace, meeting room, or otherwise are included under the Service and may be subject to additional charges when booked separately at the discretion of BHIVE.
- b) Applicable NOCs and documents will be provided subject to collection of necessary KYC documents, execution of agreement and receipt of full payment from the Client. The use of this business address does not confer tenancy, leasehold, or any possessory rights to the Client.
- c) All registrations, membership and passes are subject to availability. Use of workspace/facilities/ Services shall not be carry forwarded if not used during their term of validity. The Membership facility or any other facility offered by BHIVE may be “frozen” due to government restrictions or force-majeure events or any other restriction as per BHIVE’s policies, procedures, and guidelines (“**BHIVE Byelaws**”) and may be continued after the restriction are lifted/ force-majeure event ceases upon the discretion of BHIVE. You shall not engage in any illegal, disruptive or unethical activities in the opinion of BHIVE.
- d) The User shall be permitted to use the services or any facilities upon acceptance of request by BHIVE and upon acceptance of terms and conditions of the Terms of Use and other BHIVE Byelaws by the User.

## 2. KYC & Compliance

- 2.1. Client shall be required to complete full KYC documentation as per applicable Indian laws and internal compliance requirements.
- 2.2. For individuals: PAN, Aadhaar, passport-size photograph, and valid contact information is mandatory.
- 2.3. For entities: Certificate of Incorporation, PAN, GST registration (if available), Board Resolution/Authorization Letter of Signatory, ID proof and Address Proof of authorized signatory/partner are required, or other additional documents as required on case-to-case basis.
- 2.4. Services shall not commence unless all required KYC documents are submitted.
- 2.5. We reserve the right to deny, suspend, or terminate services if the KYC is incomplete, inaccurate, or non-verifiable.
- 2.6. The Client affirms that all submitted information is true, correct, and complete to the best of their knowledge. BHIVE reserves the right to conduct background verification and decline service if the Client is found to have engaged in prior regulatory violations or blacklisting

3. **Usage Guidelines:** The address may only be used for lawful business purposes, such as company registration, GST registration, communication, and mail handling, as per the services availed by Client in the agreement. The Client is strictly prohibited from using the address for illegal, fraudulent, unethical, immoral or misleading activities. Mail collection and/ or dispatch is subject to mail handling preference selected by Client in the agreement. We reserve the right to inspect and report any suspicious or unlawful usage of Our services to the appropriate authorities and terminate the agreement forthwith without refund to Client.

- 4. Mail Handling:** All mail and parcels received on behalf of the Client shall be retained by the Company for a limited duration, as specified in the applicable service agreement. The Client or its authorized representative may collect the same during business hours, subject to prior notice and upon furnishing valid identification and signing the designated register or acknowledgment record maintained by the Company. Mail forwarding or pickup services shall be provided solely upon the Client's prior written instructions and shall be subject to applicable charges as set forth in the agreement. The Company shall bear no liability for any delay, loss, misdelivery or damage to mail or parcels once they have been forwarded or collected by the Client or their authorised representative, or for any items remaining unclaimed beyond the agreed period
- 5. Right to disclose information:** BHIVE shall use, store and process your personal data collected for the purpose of using its services in accordance with applicable laws and regulations and its Personal Data Policy available at privacy policy. BHIVE shall not be responsible, however, for storing and keeping personal data (either yours or pertaining to third parties) used by our members, guests, visitors and/or stored in their desks, workplace, computers, lockers, documents and other personal belongings. BHIVE shall not bear any liability for breach or illegal disclosure of such personal data and should be indemnified for any damages, costs and liabilities that may arise in this respect.
- 6. Use of Site/App and restrictions:** This Site/App and its Contents may be used solely for your own personal, non-commercial use. Any other use of the Site or the Contents is strictly prohibited, including, without limitation, modification, removal, deletion, transmission, publication, distribution, proxy caching, uploading, posting, redistribution, re-licensing, selling, duplicating, republication or any other dissemination without the express written permission of BHIVE. You may not use any framing techniques to enclose any trademarks or logos of BHIVE nor use any meta tags or other hidden text without our prior written consent. You may not link to the Site/App without our prior written consent. Use of spiders, robots and similar data gathering and extraction tools is expressly prohibited. You may view and print a copy of the Contents displayed on the Site, and download a copy of any Contents that is designated for downloading, for your personal use only but you may not alter the Contents in any way, including, without limitation, removing or modifying any copyright or other ownership notices. The rights, title and interest in the Contents are not transferred to you by copying or downloading the material. The information provided on this Site is free of charge and for informational purposes only and does not create a business or professional services relationship between you and BHIVE.
- 7. Confidentiality:** You acknowledge and declare that during their visit of BHIVE Workspace and use of BHIVE services may be exposed to confidential information pertaining to BHIVE and/or other customers, members, guests, visitors or staff. Confidential information shall be considered any information that relates to BHIVE, its members, customers, guests, visitors, staff which is non-public and confidential in nature, as well as information about business, sales, operations, know-how, products, employees, customers, marketing plans, financial information, business affairs, any information obtained through examination or access to the facilities, computer systems and/or books and records of BHIVE, its customers, members, staff, guests and visitors or other information that is known or has reason to be known as confidential. You, your visitors and guests of BHIVE Workspace should keep above Confidential Information in strict confidence and not disclose it to any third parties, nor to use it without the permit of the person/s such information belongs to. This obligation is not applicable if the disclosure of Confidential Information is required by law or by a lawful order of the court or other authority.
- 8. Service Charges and Payment Terms:** All service fees, including charges for ancillary services are payable in advance as per the plan selected. Non-payment of full fees towards the plan or ancillaries such as mail forwarding etc, may result in service suspension/cancellation without prior notice. Any security Deposit paid by the Client (if applicable) shall be refundable upon termination of the Agreement, subject to settlement of all outstanding dues, damages and compliance with compliance with the applicable exit formalities.
- 9. Term & Termination:** The agreement term is as per the selected plan and may be renewed upon mutual consent of the Parties to the Agreement, by execution of fresh agreement. We reserve the

right to terminate services with immediate effect and without notice in the event of any unlawful activity, Company policies violation, non-compliance or misuse of Our services or breach of the terms of agreement.

- 10. Indemnity:** The Client agrees to indemnify and hold harmless k, BHIVE, its directors, officers, employees, agents, associates, affiliates from and against any and all claims, demands, losses, costs, liabilities, damages, expenses,(including reasonable legal fees) or otherwise by any third party arising out pr in connection with any act or omission ,negligence, misconduct or breach of this Agreement by Client, its employees, directors, partners, associates, etc.. BHIVE may terminate any membership, registration or subscription for use of any of the services provided hereunder with immediate effect in case of breach of this Terms. Links on this Site/App may lead to services or sites not controlled or operated by BHIVE. We provide these links for your convenience and information. Links are not an endorsement of the site or service. We assume no responsibility or liability for other sites or services. Any use you make of any site or service linked to by this Site/App is entirely at your own risk
- 11. Limitation of Liability:** on an "as is" basis subject to operational limitations, such as third-party courier delays, internet disruptions, or force majeure. No refund shall be provided to Client for failure to avail GST Registration or Entity Registration by Authority, or otherwise. BHIVE shall not be liable for any losses of Client whatsoever, including business loss, missed communication, reputational damage arising from use/ non-use of our services. Further, BHIVE, its directors and staff shall not be liable for any indirect and consequential loss or damage, including loss of profit, loss of confidential or other information, business interruption, personal injury loss of privacy, failure to meet any duty arising out of or in any way related to the participation or inability to participate in or use the services, of provision of or failure to provide the services, or otherwise under or in connection with any agreement for use BHIVE services
- 12. Privacy and Data Use-**All personal and business information and data collected from the Client shall be handled in accordance with Our Privacy Policy. The Client expressly consents to the Company sharing such information, including your KYC documents or information with government agencies as and if required by law or regulatory obligations.
- 13. Amendments:** We reserve the right to amend, modify or update these Terms at any time at its sole discretion Any changes will be posted on our website and will become effective immediately upon posting. Continued use of the services by the Client after such modifications shall be deemed to constitute acceptance of the revised Terms.
- 14. Governing Law:** These Terms shall be governed by the laws of India. Any disputes claims or proceedings arising out of or in connection with this Terms shall be subject to the exclusive jurisdiction of courts in Bengaluru, India.

#### **Contact Information**

For any questions or concerns, please contact us:

Email: [virtualoffice@bhiveworkspace.com](mailto:virtualoffice@bhiveworkspace.com)

Phone: +91 9538677774

Address: BHIVE Workspace, L148, 5th Main Rd, Sector 6, HSR Layout, Bengaluru, Karnataka 560102

*By using our Services, you acknowledge that you have read, understood, and agree to these Terms and Conditions.*