

USAGE TERMS & CONDITIONS OF PREMISE AND SERVICES

PT Evi Asia Tenggara and/or its affiliates (“we”, “our”, the “Landlord”, the “Lessor”, or “COHIVE”), owns and operates the website at www.cohive.space, where you can find information about our products and services. By accessing or using this site and our products and services in any way, you agree to be bound by these terms and conditions, which is available on this site. These terms and conditions shall apply to your use of our product and services, and your continued use of our product and services constitute acceptance to any changes, modifications, deletions, and additions that we may make from time to time. The terms that is written in capital letters herein shall refer to the terms mentioned in the Private Office Lease Agreement or the Coworking Membership Agreement (collectively, the “**Agreement**”).

USAGE. Access to the Location and the Leased Office Space usage shall only be utilized for a lawful business operation by the member and shall always comply with the prevailing norms, laws and regulations. Utilizing the Leased Office Space as a warehouse and/or any other activities that is contrary to the applicable regulations on public order and decency is strictly prohibited. The member shall also, at any time, comply with the provisions in the House Rules prevailing at the Location, as provided by COHIVE and may change anytime with or without notification. Failure to comply with this provision shall result in an event of default.

RENEWAL. The lease or the membership may be extended/renewed by the member with a written confirmation to COHIVE prior to the expiration date of the lease or membership, within at least 7 (seven) calendar days prior for Coworking membership and at least 30 (thirty) calendar days prior for Private Office lease. For Private Office lease, failure to comply with the said provision will entitle COHIVE to sell the Leased Office Space to other parties at the end of the lease period. The extension shall also be subject to the prevailing rate of the fee at the time of the extension.

ASSIGNMENT AND SUBLETTING. The member shall not assign and/or sub-lease a part or the entire Leased Office Space or the membership for any purpose and cause, either by way of subletting, lending, sharing or any other means, without prior written consent from COHIVE, to any other party. In the event of termination due to this circumstance, the member shall not claim any repayment of any Lease Charge, Membership Fee, and/or Security Deposit that has been paid and received by COHIVE. However, COHIVE reserves the right to transfer or assign the benefit of the member’s lease or membership only to COHIVE’s affiliates, subject to the member’s approval, where such approval shall not to be unreasonably withheld or delayed. On the occurrence of this event, COHIVE, its affiliate and the member shall enter into a deed of novation to transfer all rights and obligations under the Agreement and this Terms and Conditions from COHIVE to its appointed affiliate.

SECURITY DEPOSIT. The security deposit shall be held by COHIVE without liability for interest and is refundable (after being deducted with relevant charges, if any) upon the expiration of the lease or membership. The deposit shall be used as security and collateral for the dues and proper performance by the member of its obligations and covenants throughout the lease or membership period. An event of default by the member shall result in the forfeiture of the security deposit.

PAYMENT TERMS; PENALTY. The member shall, without any reminder, pay the Lease Charge or the Membership Fee through the virtual account link provided to them that will be active for 5 (five) calendar days since the invoice date, whereas the Invoice itself shall be delivered within approximately 14 (fourteen) calendar days prior to the invoice date. Any delay in the payment shall result in a 0,5% per day penalty imposed to the outstanding amount and shall be cumulative. For avoidance of doubt, all payments made shall only be valid and acceptable if made by direct deposit to COHIVE’s virtual account and evidenced by presentation of pay-in slip and/or other means agreed.

TAXES. Any tax obligations shall be borne by each the member and COHIVE and shall be in accordance to the prevailing laws and regulations regarding tax.

REPRESENTATION AND WARRANTIES. The member hereby represents to COHIVE that it has the power to enter into and perform its obligations under the Agreement and this Terms and Conditions. The member also agrees to indemnify, defend, and hold harmless of COHIVE, and that COHIVE shall not be liable for any loss, damage, or claim that incurred towards the member in the event of; (i) unless caused by COHIVE’s willful misconduct and negligence, a result of COHIVE’s failure to provide services due to, including but not limited to, a mechanical breakdown, strike, service delay, and termination of COHIVE’s interest at the Location; (ii) a result of the execution and implementation of the Agreement and this Terms and Conditions; (iii) a result of the failure in obtaining all necessary licenses, approval, and permit related to the member’s business activities and/or its employees; and (iv) the member’s loss of business, loss of profits, loss of anticipated savings, loss or damage to data, third party claims, or any consequential loss.

INSURANCE. The member shall be responsible towards all goods and belongings owned by the member placed in the Leased Office Space during the lease or membership period, including but not limited to, decoration and equipment, and COHIVE shall not liable for such goods and belongings. COHIVE hereby strongly advises the member to insure such goods and belongings against all such potential loss, damage, and expense of liability.

RIGHT OF ENTRY TO LEASED OFFICE SPACE. The member shall permit COHIVE and/or its agents to enter the Leased Office Space, with prior notice from COHIVE to examine the Leased Office Space or to carry out any necessary repair or maintenance work, and in case of an emergency (e.g. force majeure events, accidents, etc.) COHIVE and/or its agents or workmen may enter by force. COHIVE and/or its agents or workmen has the right to, within 60 (sixty) calendar days prior to the expiration date of the lease or membership, offer and bring prospective parties to inspect or survey the Leased Office Space in the event that the lease or membership period is not renewed by the member, while subject to 3 (three) working days prior written notice and the member's approval, where such approval shall not be unreasonably withheld

NON-OCCUPANCY. The member shall submit a written notification to COHIVE in the event where the member wishes to not occupy the Leased Office Space for 30 (thirty) consecutive days. Shall the member not comply with such term and/or the Leased Office Space remains unoccupied within the abovementioned period, COHIVE shall deem the member to have abandoned the Leased Office Space and made an event of default, and therefore shall have the right to terminate their lease.

EVENT OF DEFAULT; LOCKOUT. If the member; (i) fails to make the payment of Lease Charge or Membership Fee in time; (ii) fails to perform and observe any of the provisions stipulated herein, the House Rules, laws and regulations, and the prevailing norms; (iii) declared bankrupt or enter into liquidation state, either compulsory or voluntarily; and (iv) fails to surrender the Leased Office Space to COHIVE upon the expiration or early termination of the lease or membership, it shall be considered as an event of default. As a result of the event in point (i) and (ii), COHIVE is entitled to immediately carry out a lockout procedure as well as any actions deemed proper and necessary by COHIVE until such default is remedied.

NON-PAYMENT. If the event of non-payment, which is an event of default, COHIVE is entitled to; (i) deliver a written notice on the non-payment within 3 (three) calendar days after the invoice due date; (ii) perform a lockout of the Leased Office Space if the payment if yet to be made within 8 (eight) calendar days after the said written notice; and (iii) if the non-payment still occur after 25 (twenty-five) calendar days since the invoice due date, terminate the lease or membership unilaterally and the security deposit shall be forfeited.

TERMINATION OF SERVICES BY COHIVE. COHIVE shall reserve the right to terminate the lease or the membership for particular reasons, based on the COHIVE's opinion, causes a material and/or immaterial adverse effect towards COHIVE's business activities and operations. In such event, the Security Deposit shall be returned to the member after deducted with damage retributions and relevant charges (if any), without interest.

EARLY TERMINATION. Early termination is considered as an event of default. In the event of early termination inquired by the member, the member is obligated to submit a 30 (thirty) calendar days prior written notice to COHIVE and must pay the full amount of the remaining total contract value amount to fulfil the lease or the membership period, without waiving any other outstanding obligations of the member. Further as a result, the security deposit as well as any advance payment shall be forfeited.

TERMINATION. The member's lease or membership may be terminated if; (i) the lease or membership period has ended and is not renewed; (ii) the occurrence of a force majeure event resulting in the lease or membership no longer possible to be continued; and (iii) the occurrence of an event of default.

EFFECT OF TERMINATION. Upon termination of any cause, COHIVE shall reserve the right to vacate and repossess the office space, including but not limited to, demand the return of access cards (if given any), and compensation of damages to the leased space (if any). The member shall also return the Leased Office Space in its original condition, including but not limited to all partitions and walls (if teared down by the member's request) immediately at the time of termination of the lease or membership. If the member fails to comply with this provision, COHIVE shall be entitled to hold the security deposit.

Further, the member hereby authorizes COHIVE, which shall not terminate due to any circumstances whatsoever, including circumstances set forth in Article 1813 of the Indonesian Civil Code, as without any such authorization, this Agreement shall not be made and signed and as such is irrevocable or may not be terminated for any reason whatever, to:

1. Enter the Leased Office Space or any part thereof, to vacate and remove properties and equipment in the Leased Office Space to a place determined by COHIVE;

2. Conduct any actions deemed proper and necessary by the COHIVE with this authorization;
3. To sell such properties at any price and conditions as determined by COHIVE to compensate the financial obligations of the member in arrears, including but not limited to costs for removal and custody of the properties and equipment, without prejudice the right of COHIVE to pursue further legal action against the member. Should the amount exceed the outstanding payment of the member to COHIVE, the amount shall be returned to the member; and
4. In the event the sales proceed is insufficient to fulfill the member's obligation to COHIVE, the member is still liable to its obligation and outstanding payment to COHIVE.

The member now and in the future hereby waive all and any of its rights under the applicable law in the Republic of Indonesia to claim in whatever form against COHIVE, either on repossession and vacating of the Leased Office Space, the execution of this provision or any consequences resulting from such action of COHIVE.

With regard to the termination of the lease or membership, the Parties hereby agree to waive the provisions of Article 1266 of Indonesian Civil Code prevailing in the Republic of Indonesia to the extent that a court decision or judicial pronouncement shall be required to the termination of the Agreement.

RELOCATION. In the event of unforeseeable and uncontrollable circumstances that leads to COHIVE no longer authorized to manage or operate the Location of the Leased Office Space, COHIVE shall be entitled to (i) relocate the existing members at the location, or (ii) terminate the lease or membership of the existing members and refund the unutilized portions of lease charge or the membership fee and security deposit (if any), and shall not include the promotions given to the member.

MAINTENANCE; DAMAGES. The member is obligated to maintain and protect the Leased Office Space including the furniture within, any facility in the location, meeting room, and common space provided by COHIVE with utmost care. Member is liable for any damages to the above facilities caused by their or their employees/affiliates' negligence, and any cost or expense to repair such damages thereto may be billed at any time by COHIVE.

RESPONSIBILITY OF PERSONAL BELONGINGS. The member is responsible towards all of their goods and belongings at any COHIVE locations during the lease or membership period. COHIVE shall not be liable whatsoever towards the damages or losses (if any) of the members' goods and belongings. COHIVE strongly advises the member to insure their goods and belongings against all potential loss, damage, and expense of liability.

SUPPLY OF CORRECT INFORMATION. The member is obligated to submit correct and complete information as reasonably required by COHIVE and shall inform any change or alteration thereof immediately. The member is solely responsible for any losses and risks experienced due to delay and/or non-deliverance of changes towards the correct and complete information to COHIVE. After signing the Agreement and agreeing to this Terms and Conditions, the member also agree to provide their employee information (i.e. name and email) if requested by COHIVE, only for the sole purpose of community and security. In such case, COHIVE shall treat the information as strictly confidential.

CONFIDENTIALITY. COHIVE and the member hereby agree to safeguard the confidentiality of all data and information which are disclosed by the other Party (verbally or in writing, in any form, or stored in any device), all communication and correspondences in relation to the services, specification, price, intellectual property rights (with or registered or not), technical data and information (among others, trade secret, methods, technical knowledge (know-how), formula, composition, process, discovery, machine, model, design, tool, specifications, characteristic of product or service, invention, computer programs, research and alike), data/personal data and information in relation to labor/employment and/or this Agreement (the "Confidential Information"), and not to use all Confidential Information for any purposes other than for the purpose of this Agreement.

Only upon the written approval of the disclosing Party, the receiving Party may disclose confidential information belonging to the disclosing Party, or use any logo and company name for commercial and marketing purposes, whether on online or offline media used by the receiving Party. Such activities will be conducted reasonably and in good faith without any intention to misuse the rights of the disclosing Party.

FORCE MAJEURE. Force majeure shall mean a circumstance or an event that happens beyond the control of COHIVE or the member, including but not limited to riots, epidemic, fire, flood, earthquake, strike, war, government decision which directly and materially prevents COHIVE or the member to exercise their obligations during the lease or membership period. In this event, the experiencing party must notify the other party in writing at the latest 7 (seven) calendar days after the occurrence of such event. Any damages and/or losses suffered by any party as a result of the force majeure event shall be the responsibility of each party respectively, but this event shall not be a waiver towards any outstanding obligation of the party that experiences such event.

RELEASE OF LIABILITY. The member agrees to indemnify, defend, and hold COHIVE harmless from any loss and/or damages in the event of, including but not limited to, (i) member's willful misconduct, (ii) member's failure of obtaining permits, licenses, and approvals, and (iii) member's business loss, profit loss, data loss, third party claims, or other consequential loss.

GOVERNING LAW; DISPUTE SETTLEMENT. This terms and conditions are subject to the prevailing laws and regulations of the Republic of Indonesia. Any dispute shall be settled amicably. If the amicable settlement fails, the dispute shall be settled through Badan Arbitrase Nasional Indonesia (BANI) at Mampang, South Jakarta.

OTHERS. COHIVE may time to time make adjustments and/or changes towards the contents of this terms and conditions, which the members will be notified upon the implementation of such changes.