## Terms & Conditions

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**Welcome to the Osome Website / Application**

These T&Cs regulate your use of our site [www.osome.co.uk](https://osome.com/) and/or our app. Please read them carefully before continuing to use our site and/or downloading our app.

# Consent

* 1. By continuing to Use Our Site and/or downloading Our App, You acknowledge and agree that You have read, understood, accepted and agreed with these T&Cs.
	2. You acknowledge and agree that if You did not to positively agree to these T&Cs then We are unable to, and do not intend for You, to have access to Our Online Tools and any content and/or Services that are comprise and/or offered therein.

# Parties

* 1. Osome Ltd, a private company limited by shares registered in England, Great Britain under company number 11952830 whose registered office is 35 New Broad street, EC2M 1NH, UK.
	2. We are the owner and/or licensor of the Online Tools and are in the business of providing the Services in England, Great Britain and, going forward, other countries outside of England, Great Britain.
	3. You are the natural person who has downloaded Our App and/or who is presently visiting Our Site in Your own individual capacity and/or on behalf of Your company («You», «Your», «Yours»).

# Terms and conditions

* 1. You acknowledge and agree that These T&Cs strictly govern Your access to and Use of the Online Tools including access to the Services that We offer, and may offer, from time to time via the Online Tools.
	2. By Using the Online Tools, You acknowledge and agree that You:
		1. accept these T&Cs‍;
		2. shall at all times comply with these T&Cs‍; and
		3. accept Our Privacy Policy found at <https://osome.com/uk/privacy/>
	3. If You do not accept and agree to these T&Cs, You acknowledge and agree that You should:
		1. immediately exit from and not Use Our Site; and/or
		2. not download Our App, or if You have already done so, then delete it from Your device.

# Right to use

* 1. Subject to Clauses 4.2 and 4.3 and Your compliance with these T&Cs, We hereby grant You a revocable, royalty-free, non- exclusive, non-transferable licence to Use:
		1. the Online Tools to utilise the services facilitated by the same;
		2. any content, information and related materials that may be made available through the Online Tools;
		3. the Online Tools for Your normal business purposes and/or own personal use; and
		4. the Online Tools strictly in compliance with these T&Cs.
	2. Clause 4.1 is strictly conditional on You ensuring that You shall not (and shall not permit anyone else to):
		1. reproduce, modify, distribute, transmit, post or disclose any Online Tool content without Our prior written approval which may be withheld in Our sole and absolute discretion;
		2. modify, alter, modify or adapt all or any part of the Online Tools in any way;
		3. remove any copyright, trademark or other proprietary notices displayed on the Online Tools;
		4. Use any part of the content on the Online Tools for commercial purposes without obtaining a licence to do so from Us or Our licensors;
		5. modify the paper or digital copies of any materials You have printed off or downloaded in any way;
		6. try to gain access to any other area of the Online Tools by hacking, password «mining» or any other illegitimate means;
		7. link to, mirror or frame any part of the Online Tools without Our prior written approval which may be withheld in Our sole and absolute discretion;
		8. pretending You are or impersonating another individual; or
		9. using the Online Tools or any Online Tool content for any unlawful activity and/or activity prohibited by these T&Cs, including developing, offering or engaging in the performance of similar or competing services.
	3. Where You have downloaded Our App, We give You a right to Use Our App on a mobile device on a mobile device that You own, control or use, subject to these T&Cs and any usage rules set out in the terms of service of the supplying app store.
	4. For the purposes of Clause 4.3, Your right to Use will start when You have downloaded the App and log on for the first time and will continue until ended in accordance with the provisions of these T&Cs.
	5. Where You breach these T&Cs, Your right to Use the Online Tools shall cease immediately.
	6. The licence to Use the Online Tools in Clause 4.1 applies to:
		1. You acting in Your individual capacity as a natural person;
		2. Your company on behalf of whom You are legally authorised to act, such company being as indicated in the Account Information; and
		3. You acting in Your individual capacity as a director or shareholder of the company referred to in Clause 4.6.2.

# User accounts

* 1. To gain access to and/or purchase any Services, You acknowledge and agree that You are required to register for and maintain a User Account.
	2. To register for a User Account, You are required to be at least 18 years old and must provide Us with the required Account Information.
	3. You warrant and represent to Us that:
		1. the Account Information that You provide to Us is accurate, complete, valid (where applicable) and that You will maintain it in such condition on an ongoing and continuous basis; and
		2. where You are Using a User Account on behalf of a company, You have the requisite legal authority to do so.
	4. You acknowledge and agree that a breach of Clause 5.3 shall result in the termination of these T&Cs and immediate termination of Your right to Use the Online Tools and/or Services.

# User account security

* 1. You shall at all times maintain the security and secrecy of Your Account Information and the username and password of Your User Account.
	2. You shall not authorise any Third Party to use Your User Account. You may not assign or otherwise transfer Your User Account to any other natural person or legal entity.
	3. You shall be responsible for all activity that occurs under Your User Account, unless You provide sufficient evidence to Our reasonable satisfaction that Your User Account has been the subject of unauthorised use.
	4. You shall notify Us of any breach of security of Your username and password immediately.
	5. Updates to Our App may be issued periodically through the supplying app store. For some devices, updates will be downloaded automatically. If this does not happen, You will need to download the update Yourself.

# Purchasing services

* 1. You acknowledge and agree that these T&Cs govern Your Use of the Online Tools but the conclusion of any contract in connection with any Services You seek to acquire from Us shall be subject to a separate Service Contract.
	2. You acknowledge and agree that where You have executed a Service Contract and there is any conflict, ambiguity or inconsistency between the Service Contract and these T&Cs, the Service Contract shall take precedence.

# Intellectual property

* 1. You acknowledge and agree that You shall not (and shall not permit anyone else to) reproduce, modify, distribute, post, disclose or otherwise take or use Our IPR.
	2. The Online Tools and all rights therein are and shall remain Our property or the property of Our licensors. Neither these T&Cs nor Your Use of the Online Tools shall convey or grant to You any rights:
		1. in or related to the Online Tools except for the limited licence granted in Clause 4.1; or
		2. to use or reference in any manner Our Marks or those of Our licensors.
	3. All content and functionality on the Online Tools is the exclusive property of Us or Our licensors and is protected by the law of England, Great Britain and international intellectual property laws.
	4. The Marks displayed on the Online Tools are IPR owned by Us and/or Our licensors. You shall not use or reproduce any Marks of, or imply any endorsement by or relationship with, Us or Our licensors.

# Warranties

* 1. You warrant and represent to Us as at the agreement date and at all times during the validity of this agreement that:
		1. Your Account Information is accurate and correct and We may rely on it without further enquiry.
		2. You shall not (and shall not permit anyone else to) reproduce, modify, distribute, post, disclose or otherwise take or Use Our IPR; and
		3. You shall not breach any of the conditions of these T&Cs.
	2. You acknowledge and agree that:
		1. the Online Tools and any Services accessible via the Online Tools are provided on an «as is» and «as available» basis;
		2. We do not guarantee that the Online Tools, or any content on it, will be free from errors or omissions;
		3. We do not guarantee the quality, suitability, safety or ability of Third Party providers associated with the provision of the Services;
		4. We cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to Your mobile device. We are not responsible for any loss You may incur as a result of this; and
		5. the entire risk arising out of Your Use of the Online Tools remains solely with You, to the maximum extent permitted under applicable law.
	3. You acknowledge and agree that insofar as is permitted by applicable law We provide no warranties nor give any representations or undertakings to You whatsoever including that:
		1. the content on the Online Tools is accurate, complete or up to date;
		2. the Online Tools or any content, service or feature of the same shall be error-free or uninterrupted, or that any defects will be corrected; or
		3. the Online Tools will be accessible on any particular hardware or devices.
	4. We and Our Third Party content providers provide no warranties nor give any representations or undertakings as to the ownership, accuracy or adequacy of the content on the Online Tools.
	5. We exclude all conditions, warranties, representations or other terms which may apply to the Online Tools or any content on it to the maximum extent permitted by applicable law.

# Liability

* 1. Our total liability to You for loss under these T&Cs shall be limited to S$300 in aggregate for any and all claims under these T&Cs arising for whatever reason whatsoever.
	2. We shall not be liable to You for:
		1. any loss or damage of any nature howsoever whether direct, indirect or consequential caused or arising under or in connection with Your Use of, or inability to Use, the Online Tools; or
		2. any information published on linked websites, contained in any user submissions published on the Online Tools, or provided by Third Parties.
	3. You acknowledge and agree that We shall not be liable to You for any damages, liability or losses arising out of:
		1. Your Use of or reliance on the Services made available via the Online Tools or Your inability to Use the Online Tools and/or access the Services (as the case may be);
		2. any failure to provide the Online Tools and/or the Services, in part or in full, due to abnormal and unforeseen circumstances beyond Our control, including phone network failures or You being out of mobile coverage; or
		3. any transaction or relationship between You and any Third Party provider associated with the provision of the Services.
	4. The limitations and disclaimer in Clause 10.3 do not purport to limit liability or alter Your rights as a consumer that cannot be excluded under applicable law.

# Indemnity

* 1. You acknowledge and agree that You shall fully indemnify Us from and against any and all claims and/or losses of whatever nature suffered, sustained or incurred, arising out of or in connection with:
		1. Your breach of these T&Cs‍; and
		2. Our use of any and all information that You submit to Us via the Online Tools in connection with a Service Contract.
	2. For the purposes of Clause 11.1, We shall be deemed to include Our affiliates, employees, agents, directors, shareholders and officers.

# Termination

* 1. We may, in Our sole and absolute discretion and at any time, terminate Your use of Your User Account.
	2. You may delete Your User Account at any time.
	3. Upon termination of these T&Cs for any reason:
		1. You shall remove Our App from Your mobile device; and
		2. You shall destroy all copies of Our App including all components of it in Your possession; and
		3. all rights You have in respect of Our App will immediately end.
	4. You must delete Our App from Your mobile device where You change Your mobile device or dispose of it.

# Viruses

* 1. We do not guarantee that the Online Tools will be secure or free from bugs or Viruses. You shall not misuse the Online Tools by knowingly introducing any Viruses.
	2. You shall not attempt to gain unauthorised access to the Online Tools, the server on which the Online Tools are stored or any server, omputer or database connected to the Online Tools.
	3. You shall not attack the Online Tools via a denial-of- service attack, a distributed denial-of- service attack or any other cyber- attack aimed to disrupt ordinary access to the Online Tools.
	4. You acknowledge and agree that any breaches of Clauses 13.1, 13.2 or 13.3 by You:
		1. will amount to a criminal offence under the law of England, Great Britain and other applicable jurisdictions;
		2. shall be reported by Us to the relevant law enforcement authorities and We shall cooperate with them by disclosing Your identity to them; and
		3. shall result in Your right to Use the Online Tools ceasing immediately and Us taking relevant proceedings against You.

# Network access and devices

* 1. You acknowledge and agree that You are responsible for:
		1. obtaining the data network access necessary to Use the Online Tools, including all fees and charges associated with the same; and
		2. procuring compatible hardware or devices necessary to access the Online Tools.

# Third party websites/applications/services

* 1. The Online Tools may contain links to independent Third Party websites and/or applications and may also contain content supplied by independent Third Parties.
	2. You acknowledge and agree that Third Party websites and/or applications to which the Online Tools contain links to are:
		1. not under Our control and We have no responsibility for nor do We endorse their content; and
		2. governed by their own terms and conditions and privacy policies and access to them is at Your own discretion.
	3. You acknowledge and agree that certain Services accessible via the Online Tools are provided and/or fulfilled, either in whole or in part, by Third Parties.
	4. In relation to Clause 15.3, You acknowledge and agree that:
		1. such Services may be made available or accessed in connection with Third Parties We do not control;
		2. different terms of use and privacy policies may apply to Your use of such Third Party services and content; and
		3. We do not endorse such Third Parties services and shall in no event be liable for any products and/or services of such Third Party providers.

# Online tool content

* 1. You acknowledge and agree that We may update the Online Tools from time to time, and may change its content at any time, including the Services that We offer.
	2. You acknowledge and agree that despite Our efforts certain content on the Online Tools may, from time to time, become out of date, and We shall take reasonable steps to update the same.
	3. Apple Inc., Google Inc., Microsoft Corporation or Research in Motion Limited or Amazon do not have any responsibilities or obligations to You in relation to Our App and will not provide any maintenance or support services for Our App.

# Promotions

* 1. We may offer benefits, discounts, and other promotions (any, a "Promotion"). By participating in a Promotion, you are agreeing to official rules that govern that Promotion. The rules and conditions for each such Promotion will be defined by us and we reserve the right to limit them as we see necessary. No two Promotions of any kind, such as discounts, promotion codes, partnership benefits, referral codes etc. can be used for the same purchase.

# General provisions

* 1. You acknowledge and agree that You shall not refer to Us or Our licensors in any public media for any purposes.
	2. You acknowledge and agree that We may revise these T&Cs at any time without any need to formally notify You.
	3. Your continued Use of the Online Tools shall be deemed an acceptance by You to these T&Cs as revised from time to time pursuant to Clause 17.2.
	4. You will be able to view, and You agree to check each time You Use the Online Tools, the current version of these T&C’s within:
		1. Our App at any time under the «Terms and Conditions» tab before You log in and via the Information option or the Legal or Contact and Support tabs after You have logged in; and/or
		2. Our Site by clicking the Legal Notice link at the bottom of Our «home page» — see <https://osome.com/uk/terms/>
	5. In accepting and agreeing these T&Cs, You hereby warrant and represent to Us that You have the lawful capacity and authority needed for You to do so.
	6. You acknowledge and agree that We can and will rely on the warranty, representation and undertaking You provide to Us at Clause 17.1.
	7. Both You and We shall comply with all applicable law.
	8. We may, in Our sole and absolute discretion and at any time, modify, suspend or terminate operation of or access to the Online Tools (or any part thereof) and the Services.
	9. Neither You or We shall be liable to the other (as the case may be) for any delay or non-performance of Our obligations under these T&Cs as a direct result of an established Force Majeure Event.
	10. These T&Cs constitutes the entire agreement between You and Us relating to Your Use of the Online Tools, to the exclusion of all other terms and conditions, and any prior written or oral agreement between both parties.
	11. You may not assign, novate, or otherwise transfer all or any of Your rights, benefits or obligations under these T&Cs without Our prior written approval
	12. We may assign, transfer or deal in any way with Our rights under these T&Cs including to an affiliate or any Third Party.
	13. No failure to exercise, nor any delay in exercising, any right, power or remedy under these T&Cs shall operate as or be deemed a waiver of the same. Waivers must always be given in writing.
	14. Any waiver of any breach of these T&Cs shall not be deemed to be a waiver of any subsequent breach.
	15. If any provision of these T&Cs is determined to be invalid, illegal or void by any court or administrative body of competent jurisdiction, these T&Cs shall be deemed modified to the minimum extent necessary to make them valid and enforceable.
	16. Where the deemed modification in Clause 17.5 is not possible, the relevant invalid, illegal or void provision(s) shall be deemed deleted and the rest of these T&Cs shall still remain in full force and effect.
	17. You and We are and shall remain independent parties and neither You nor We shall have, or represent Ourselves to have, any authority to bind the other party to act on Our behalf.
	18. Nothing in these T&Cs shall be construed to make either You or We an agent, employee, franchisee, joint venturer or legal representative of the other party.
	19. Except as expressly stated, these T&Cs do not create any rights that are enforceable by any Third Parties. You acknowledge and agree that only the following people have rights under these T&Cs:
		1. You;
		2. Us; and
		3. the operator of the app store from which You downloaded Our App, where applicable.
	20. All notices under these T&Cs shall be in writing and shall be delivered by email to the party due to receive it at the party’s designated email address. In Our case, please send it to accounting.uk@osome.com .
	21. These T&Cs are drawn up in the English language and the English language version of the same shall always prevail over any translation. These T&Cs shall be construed, interpreted and administered in English.
	22. These T&Cs are governed by, and shall be construed in accordance with, the law of England, Great Britain.
	23. Both You and We irrevocably submit to the exclusive jurisdiction of the courts of England, Great Britain in relation to any disputes.

# Definitions

* 1. «Account Information» means the following information that You provide to Us to register for a User Account:
		1. a copy of Your identity card or passport;
		2. Your full name;
		3. Your address;
		4. Your email address;
		5. Your mobile phone number;
		6. Your birthdate;
		7. the details of at least 1 valid credit card; and
		8. any other information We may request from You from time to time.
	2. «Force Majeure Event» means any unforeseeable event or occurrence which is beyond the reasonable control of a party and which prevents or delays that party from performing any or all of its obligations under these terms and conditions («T&Cs») (e.g. acts of God, civil unrest, political situations etc.).
	3. «IPR» means patents, inventions (whether patentable or not), copyrights, moral rights, design rights, trade-marks , trade names, business names, service marks, brands, logos, service names, trade secrets, know-how , domain names, database rights and any other intellectual property or proprietary rights (whether registered or unregistered, and whether in electronic form or otherwise) including rights in computer software, and all registrations and applications to register any of the Osome Website / App Terms and Conditions 11 aforesaid items, rights in the nature of the aforesaid items in any country or jurisdiction, any rights in the nature of unfair competition rights, and rights to sue for passing off.
	4. «Marks» means company names, product and service names, trademarks, service marks, designs and logos.
	5. «Online Tools» means Our Site and/or Our App.
	6. «Our App» means the Osome application downloadable via a relevant app store including those offered by Apple Inc., Google Inc., Microsoft Corporation or Research in Motion Limited or Amazon.
	7. «Our Site» means the website at [https://osome.co.uk/](https://osome.com/).
	8. «Privacy Policy» means Our privacy & cookie policy accessible at <https://osome.com/uk/privacy/> ;
	9. «Service Contract» means the service contract that You enter with Us to purchase Our Services.
	10. «Services» means any services which We may choose to offer via Our Site and/or Our App including the company incorporation, secretarial, accounting and other related services provided by Us.
	11. «T&Cs» means these terms and conditions.
	12. «Third Party» means a natural person or legal entity who is neither You nor Us.
	13. «Use» means using any of the Online Tools, including downloading, accessing, browsing, viewing or registering to use and utilising in any manner (as the case may be) the Online Tools either directly or indirectly.
	14. «User» means any natural person who has downloaded Our App and/or visited Our Site or the legal entity that they are authorised to represent.
	15. «User Account» means the personal user account that You register with Us via the Online Tools to gain access to the Services We offer.
	16. «Virus» means any viruses, worms, trojan horses, cancel bolts or any other computer code designed to disrupt or adversely impact computer systems, networks or devices.