

OSOME PTE LTD
TERMS OF BUSINESS

Table of Contents

1. PARTIES	3
2. OVERVIEW	3
3. REQUEST ORDERS AND SERVICE CONTRACTS	6
4. YOUR STATUS	6
5. SERVICES	6
6. THIRD PARTY SERVICES	7
7. YOUR OBLIGATIONS	7
8. WARRANTIES	8
9. OUR PRICES / PAYMENT	6
10. LIABILITY	7
11. INDEMNITY	8
12. TERMINATION	8
13. INTELLECTUAL PROPERTY	9
14. CONFIDENTIALITY	9
15. GENERAL PROVISIONS	10
16. DEFINITIONS	11

Osome Pte Ltd – Terms of Business (“TOB”)

By clicking Purchase, You unconditionally acknowledge and agree that these TOB shall exclusively govern Our performance of services.

In the event that You refuse to accept the TOB, You acknowledge and agree that You will not be able to submit any Order Requests and We shall not be placed under any obligation to perform any services for You.

1. PARTIES

- 1.1 Osome Pte. Ltd. is a private limited company incorporated under Singapore law with the registration number 201712242C (“Osome”, “We”, “Our”, “Us”) whose registered address is 68 Circular Road, #02-01, Singapore 049422
- 1.2 You and/or the company on behalf of which You are authorised to act is/are the party(ies) to whom We shall be performing the Services. (“You”, “Your”, “Yours”).

2. OVERVIEW

- 2.1 Osome offers access to a wide range of business administration support services via the Online Tools that are either performed by Us and/or by providers of Third Party Service with whom We can help You to interact.
- 2.2 You are registered as a user of the Online Tools, the terms of use of which are governed by the [Osome Terms & Conditions](#) and as such may submit Order Requests for Our Services from time to time via the Online Tools.
- 2.3 Osome also provides a range of corporate services, including:

2.3.1 Accounting & Taxation Services;

- 1) The scope of Accounting & Tax Services shall include the following:

Packages	Services included
YEARLY - Mini	<ul style="list-style-type: none">- Unlimited Osome APP- Bookkeeping- Compilation of Unaudited Financial Statements (UFS)- Tax: Filing of Estimated Chargeable Income (ECI)- Tax: Form C-S- Management Reports: Annually- Accounting & Tax advisory <p>Excludes:</p> <ul style="list-style-type: none">- S\$300/year additional if your account has multi currency (free Xero access)- S\$200/year additional if you need Xero access (single currency)- XBRL if needed- Extra transactions chargeable at \$5 per transaction
QUARTERLY - Starter	<ul style="list-style-type: none">- Unlimited Osome APP- Xero subscription - single currency

	<ul style="list-style-type: none"> - Bookkeeping - Compilation of Unaudited Financial Statements (UFS) - Tax: Filing of Estimated Chargeable Income (ECI) - Tax: Form C-S - Management Reports: Quarterly - Accounting & Tax advisory <p>Excludes:</p> <ul style="list-style-type: none"> - S\$300/year additional if your account has multi-currency (free Xero access) - XBRL if needed
<p>MONTHLY</p> <ul style="list-style-type: none"> -Booming -Rocking -Unicorn 	<ul style="list-style-type: none"> - Unlimited Osome APP - Xero subscription - single currency - Bookkeeping - Compilation of Unaudited Financial Statements (UFS) - Tax: Filing of Estimated Chargeable Income (ECI) - Tax: Form C-S - Management Reports: Monthly - Accounting & Tax advisory <p>Excludes:</p> <ul style="list-style-type: none"> - S\$300/year additional if your account has multi-currency (free Xero access). Included in Unicorn Package. - XBRL if needed

2.3.2 Incorporation of Companies;

- a) Upon registration of the new entity, Osome shall provide the Company with the following:
- Confirmation of new company incorporation
 - Company's registration number (UEN)
 - Company business profile (ACRA Bizfile)
 - Company constitution
- b) The following ACRA disbursement fees relating to the incorporation of the new company are included in the fees:

ACRA Service	Admin Fee
Company name reservation	\$15.00
Incorporation fee	\$300.00

2.3.3 Corporate Secretarial Services;

- a) The scope of Unlimited Corporate Secretarial Services shall include the following:

Package	Services included
Unlimited Company Secretary Package	<ul style="list-style-type: none"> - Unlimited number of resolutions for non-routine services - AGM Preparation - Annual Returns Filing - Change in Company Name - Change in Officers - Change in Address - Change in Business Activity - Registration of Particulars Relating to Charges - Distribution of Dividends - Change in Officers Particulars - Allotment of Shares - Transfer of Shares (excl. Stamp Duty)

- b) The scope of Essential Corporate Secretarial Services shall include the following:

Package	Services included
Essential Company Secretary Package	<ul style="list-style-type: none"> - AGM Preparation - Annual Returns Filing - Annual Filing government fee <p>*additional chargers as per below;</p> <ul style="list-style-type: none"> - Non Shares related changes - Chargeable at S\$50 per job - Shares related changes - Chargeable at S\$100 per shareholder - Shares related changes - Chargeable at S\$100 per corporate shareholder

2.3.4 Immigration Support;

- a) Post incorporation, Osome will proceed to submit the employment pass application to Singapore Ministry of Manpower.
- b) Applicants and/or company need to provide all relevant documents upon request and Osome's primary contact is via the chat platform to communicate for documents. Osome will not take responsibility for rejected applications due to failure in providing documents by the applicant.
- c) All applications are solely subjected to MOM discretion.
- d) Osome will provide up to 50% refund on unsuccessful employment pass application upon management review.

2.3.5 Registered Address Services;

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- a) Osome will provide the Company with a Singapore office address at: *68 Circular Road #02-01, Singapore 049422* to comply with the statutory requirements of the Company Act to have a local address for the registration of the company. This address can also be used as the correspondence address on business cards, letterheads, or any other official document pertaining to the Company. All mails and documents received by Osome's mail support team will be handled according to The Company instructions.
 - b) Mails delivered to the above mentioned address for the Company account where registered office address service has not been subscribed to or has been terminated shall not be received.
 - c) The fees for all OSOME services are exclusive of expenses and other costs that may be incurred in connection with the performance of the service. OSOME requires payment in advance for out-of-pocket expenses such as, but not limited to, overseas/local mail forwarding and admin charges. Additional courier disbursement fees shall be born by the Company dependent on the location, type of delivery, size of delivery etc.

3. REQUEST ORDERS AND SERVICE CONTRACTS

- 3.1 Where You place an Order Request via the Online Tools, You will receive a message via Our App or an email from Us acknowledging that We have received and are reviewing Your Order Request.
- 3.2 Your Order Request constitutes an offer to Us to buy Our Services and are subject to acceptance by Us, in our sole and absolute discretion, and We will confirm such acceptance to You by sending You a message via Our App or an email confirming Our acceptance.
- 3.3 Each Order Request, once accepted by Us, becomes a Service Contract and shall immediately constitute a separate and independent binding contract between You and Us incorporating these TOB.

4. YOUR STATUS

- 4.1 By submitting an Order Request to Us through the Online Tools, You warrant and represent to Us that You:
 - 4.1.1 are at least 18 years of age;
 - 4.1.2 have read, understood and accepted these TOB;
 - 4.1.3 are duly authorised to submit the Order Request;
 - 4.1.4 intend to enter into a legally binding contract with Us if we accept your Order Request; and
 - 4.1.5 are legally capable of entering into binding contracts.

5. SERVICES

- 5.1 Subject to Your compliance with Clause 9, We shall use reasonable efforts to perform the Services set out in each Service Contract as soon as reasonably possible and in accordance with the TOB.

5.2 You acknowledge and agree that Your ability to access accounting and bookkeeping services and legal template documentation via the Services does not establish Us as a provider of accounting, bookkeeping or legal services.

6. THIRD PARTY SERVICES

6.1 You acknowledge and agree that certain Services may be made available or accessed in connection and/or may involve facilitating Your access to Third Party Services which We do not provide and whose providers we do not control.

6.2 Where Clause 6.1 applies, You unconditionally acknowledge and agree that:

6.2.1 different terms and conditions of use and/or privacy policies may apply to Your use of such Third Party Services and You shall agree to and fully comply with such terms and conditions and/or policies;

6.2.2 You shall enter into and maintain a direct contractual relationship with the providers of any relevant Third Party Service without any recourse and/or liability to Us whatsoever;

6.2.3 We do not endorse such Third Party Services, including any that We may assist You to source, and Osome shall not be responsible in any event or circumstances be liable for any products or services of such Third Party Service providers;

6.2.4 to the extent that any element of the Services are hosted on or utilise a Third Party website (e.g. Facebook) and there are separate terms of use for that website, You shall agree to and fully comply with such terms of use; and

6.2.5 you shall promptly fulfil any reasonable request that Osome makes to You in connection with the Third Party Services.

6.3 Strictly subject to Clause 6.2 and 10.2, We may help with the facilitation of Your access to Third Party Services, including for example, access to Xero and other similar platforms.

7. YOUR OBLIGATIONS

7.1 To enable Osome to perform the Services, particularly those that interact with the Third Party Services, You shall promptly provide Us with all relevant information which may have any bearing on the Services being procured.

7.2 In particular, You undertake:

7.2.1 To provide all instructions, information and documents required for Osome to perform and/or procure the performance of the Services in a pro-active, responsive and/or timely manner;

7.2.2 That all information which You provide is accurate, complete and shall not be misleading;

7.2.3 That where required, You will register and maintain a user account in Your own name with the relevant Third Party Service provider;

7.2.4 That if required, You shall provide Us such access and/or permissions in relation to the Third Party Services as We may reasonably require to perform the Services;

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- 7.2.5 if required, that You shall provide Us unrestricted access to and unconditional permission to use any user account that You maintain with Third Party service providers at all times so that We can perform the related Services;
 - 7.2.6 where relevant, that You shall ensure that We are properly authorised to act and/or interact on Your behalf in relation to the Third Party Services as may be reasonably required to perform the Services; and
 - 7.2.7 Osome shall be notified immediately where there are any changes to the information provided.

8. WARRANTIES

8.1 You warrant and represent to Us that:

- 8.1.1 where You are procuring Services on behalf of a company or other recognised form of legal entity, You have the requisite legal authority to do so;
- 8.1.2 all information supplied is true and accurate and We may rely on the same without the need for further verification;
- 8.1.3 You shall not (and shall not permit anyone else to) reproduce, modify, distribute, post, disclose or otherwise take or Use Our IPR; and
- 8.1.4 You shall not breach any of the conditions of these TOB.

8.2 You acknowledge and agree that:

- 8.2.1 The Services are provided on an 'as is' basis and We do not warrant or represent that they:
 - (a) are accurate, complete or up to date;
 - (b) will always be available via the Online Tools; or
 - (c) will meet Your expectations;
- 8.2.2 All conditions, warranties, representations or other terms (express, implied or otherwise) which may be applicable to the performance of the Services are excluded to the maximum extent permitted by law.

9. OUR PRICES / PAYMENT

- 9.1 You hereby authorise Us to make a debit on the debit or credit card associated with Your User Account or provided to Us when You submit Your Order.
- 9.2 Where Your Order is for a subscription-based Service, You hereby authorise Us to make a debit pursuant to Clause 9.1 for subscription fees for the subscription period.
- 9.3 You acknowledge and agree that, unless Osome is notified of any contrary intention in writing, Your subscription for a subscription-based Service shall continue and You thereby authorise us to make debits pursuant to Clause 9.1 for the applicable subscription fee for each renewal period.

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- 9.4 The Services are charged in Singapore dollars. Payment received means the act where money is confirmed as having been deposited in Osome's account as cleared funds.
- 9.5 You acknowledge and agree that where, for whatever reason, Your payment is reversed or declined, where recurring payments are required, then this liability will be deemed a debt immediately due and payable to Us.
- 9.6 Should You be aware of payments that may become outstanding, You shall inform Osome at the earliest. Whether any extension of payment is granted shall be left entirely to the purview of Osome. Otherwise, any outstanding payments owed shall be subject to a late payment interest of 18% per annum until full payment is received.
- 9.7 If We are unable to fulfil a Service Contract resulting from events, circumstances or causes beyond the parties' reasonable control, the Service Contract may be cancelled with notice to you, at Our sole discretion, and You will be issued a credit note. If however, We are unable to fulfil a Service Contract due to a breach of your obligations, we will cancel the Service Contract without any refunds.
- 9.8 Our prices for the Services are exclusive of VAT, sales tax, withholding tax or any other taxes that may be applicable / levied in connection with the Services.
- 9.9 The costs and payment of applicable taxes shall be borne by You. Where Osome makes the initial payment of such taxes, you shall pay all Osome invoices, where applicable, in full, free of any withholding and/or deductions for applicable taxes and bank charges.
- 9.10 Where We do not receive full payment as a result of You not paying Your bank charges, a separate invoice shall be sent to You for the amount of the unpaid charges.
- 9.11 If You do not pay for Your Service Contract in full and on time then We reserve the right to:
- 9.11.1 terminate Your use of Your User Account; and/or
 - 9.11.2 suspend and/or terminate the performance of the Services forthwith in whole or in part.
- 9.12 The Service term (in accordance with the Order Request) shall automatically extend for period of One (1) Year ("Extended Term") at the end of the initial term and at the end of each Extended Term, and may only be terminated with at least one months' written notice either through the Osome APP (my.osome.com) subject to the terms herein.

10. LIABILITY

- 10.1 These TOB set out the full extent of Our obligations and liabilities to You in respect of the Services.
- 10.2 You acknowledge and agree that Osome (together with its officers, directors, employees, representatives, affiliates, providers and third parties) shall **not** be liable to You for any losses and/or liabilities whatsoever arising out of or in connection with:
- 10.2.1 Your Use of or reliance on the Services made available via the Online Tools or Your inability to Use the Online Tools and/or the Services (as the case may be);

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- 10.2.2 any failure to perform the Services, in part or in full, due to Third Party Services and/or abnormal and unforeseen circumstances beyond Our control, including phone network failures or You being out of mobile coverage; or
 - 10.2.3 any inaccuracy or other defect in any document or information You supply;
 - 10.2.4 any failure to provide the Services arising out of or in connection with Your breach of Clause 6.2 or which otherwise relates to Third Party Services; and
 - 10.2.5 any arrangements You make in connection with a Third Party Service provider that You wish to use in connection with the Services, including, without limitation, QuickBooks and Xero; and
 - 10.2.6 any transaction or relationship between You and any Third Party Service provider for which You have utilised Our Services;
- 10.3 Subject to these TOB and to the extent permitted by law, our maximum aggregate total liability to You arising from or in relation to these TOB shall be limited to S\$300 or the value of the relevant Service contract, whichever is lower.
- 10.4 Except where You breach Clauses 11 and/or 14, no party shall be liable to the other for any loss of profits, loss of opportunity, loss of data or any special, indirect or consequential losses.
- 10.5 Nothing in these TOB shall limit or exclude:
- 10.5.1 a party's liability in respect of death or personal injury caused by negligence or for fraud or fraudulent misrepresentation;
 - 10.5.2 any other liability that cannot be excluded by law; or
 - 10.5.3 Your statutory rights.
- 10.6 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.
- 10.7 If We are ever found be liable to You under these TOB, Our liability will be to You only and not Your subsidiaries, affiliates or any third parties You deal with.

11. INDEMNITY

- 11.1 You acknowledge and agree that You shall fully indemnify Osome from and against any and all claims, losses and/or liabilities of whatever nature suffered, sustained or incurred, arising out of or in connection with:
- 11.1.1 Your use of the Services;
 - 11.1.2 Our provision of the Services in connection with any Third Party Services; and
 - 11.1.3 Our use of any and all information that You submit to Us via the Online Tools.

11.2 For the purposes of Clause 11.1, We shall be deemed to include Our affiliates, employees, agents, directors, shareholders and officers.

12. TERMINATION

12.1 In the event that payments for the services are not made within 7 days upon demand, Osome shall have the right to unilaterally terminate the engagement and shall not be liable to You for any liabilities that You may suffer as a result.

12.2 Osome may immediately terminate any Service Contract with You under these TOB at any time by giving reasonable notice to You and/or by cancelling Your access to Your User Account and shall not be liable for any liabilities incurred as a result of the immediate termination.

12.3 Where We terminate this Agreement:

12.3.1 Fees for Services that have been paid for but not performed shall be refunded save as to fees which have been deemed/stated as non-refundable; and

12.3.2 it shall be without further liability to You whatsoever.

12.4 Where You have taken Services on a subscription or plan basis, You shall have the following rights to terminate:

12.4.1 where We are in material breach of this Agreement;

12.4.2 at the end of any minimum contracting term provision associated with the relevant Services subject to all fees having been paid in full.

12.5 Except as required by law, upon receipt of written notice to terminate (“termination notice”), the Parties shall promptly (and in any event, within any time frame set out in the termination notice):

12.5.1 return all Confidential Information to the Party that disclosed it, or destroy such Confidential Information and provide evidence of destruction where requested;

12.5.2 any outstanding payments owed to Us, if any, will immediately become due;

12.5.3 take all possible action to mitigate any liabilities which may arise as a result of such termination; and

12.5.4 cease performance of the obligations under this Agreement in accordance with, and to the extent specified in, the termination notice.

12.6 The provisions of Clauses 10, 11, 14, 15.1, 15.11, 15.12, 15.16, 15.17, 15.22, 15.23 and 15.24 shall survive the termination of these TOB.

12.7 Clause 12.6 does not limit the survivability of other provisions, which by their nature, are likewise intended to survive the termination and/or expiry of these TOB.

13. INTELLECTUAL PROPERTY

- 13.1 The IPR owned by a Party prior to the date of this agreement and made available to the other Party in connection with this Agreement shall remain the absolute property of the granting Party.
- 13.2 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, if provided under this TOB. We reserve all rights at all times in Our IPR.
- 13.3 You only get a licence to use Our IPR (if any is required to provide the Services) to the extent required to receive the Services and then only for Your normal business purposes.
- 13.4 You shall take such steps as are required to secure any licence and/or permissions that We might need in order to provide You the Services in connection with any Third Party Services that You obtain.
- 13.5 You acknowledge and agree that:
- 13.5.1 any unauthorised use or reproduction of Our IPR by You or Third Parties authorised, permitted or enabled by You is a very serious issue that will materially impact Our business;
 - 13.5.2 You will not (and will not permit Third Parties to) use Our IPR (or any part of it) to develop, offer or engage in similar or competing services; and
 - 13.5.3 should Our IPR be infringed or copied in contravention of these TOB, Osome's losses suffered shall be borne by You.

14. CONFIDENTIALITY

- 14.1 This Clause 14 is mutual and applies to all Confidential Information provided to each other. Both Osome and You shall observe the following obligations:
- 14.1.1 that all Confidential Information will be treated as being absolutely confidential;
 - 14.1.2 no disclosures to anyone if not agreed in advance in writing, unless to lawyers or a court or if a regulator demands it;
 - 14.1.3 all Confidential Information is to be kept really secure – no less than reasonable commercial efforts must be applied to keep it secure;
 - 14.1.4 if Confidential Information has been compromised then report it to the other party immediately; and
 - 14.1.5 return or destroy the Confidential Information once Your Contractual relationship with Osome has ended subject to applicable laws which say it must be kept.

15. GENERAL PROVISIONS

- 15.1 You unconditionally and irrevocably acknowledge and agree that Osome may novate these TOB to any entity You may establish pursuant to these TOB where so requested by Us, upon which the relevant entity will replace You for the purposes of these TOB.
- 15.2 In addition to its general obligations to comply with applicable law, each party shall comply at all times with all applicable data protection and privacy legislation.
- 15.3 You acknowledge and agree that We may amend these TOB at any time at Our discretion and You will be deemed to have accepted any amendments if You continue using the Services after the amendments are displayed.
- 15.4 Both You and We shall comply with all applicable law.
- 15.5 Each party acknowledges and agrees that it is reasonable that damages alone may not be an adequate remedy for breaches of Clauses 11 and/or 14; and the impacted party may seek interim or injunctive relief.
- 15.6 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.
- 15.7 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 TOB as a direct result of an established Force Majeure Event.
- 15.8 These TOB constitutes the entire agreement between You and Us relating to Our performance of the Services for You, to the exclusion of all other terms and conditions, and any prior written or oral agreement between both parties.
- 15.9 You may not assign, novate, or otherwise transfer all or any of Your rights, benefits or obligations under these TOB without Our prior written approval.
- 15.10 We may assign, transfer or deal in any way with Our rights under these TOB including to an affiliate or any Third Party.
- 15.11 No failure to exercise, nor any delay in exercising, any right, power or remedy under these TOB shall operate as or be deemed a waiver of the same. Waivers must always be given in writing.
- 15.12 Any waiver of any breach of these TOB shall not be deemed to be a waiver of any subsequent breach.
- 15.13 If any provision of these TOB is determined to be invalid, illegal or void by any court or administrative body of competent jurisdiction, these TOB shall be deemed modified to the minimum extent necessary to make them valid and enforceable.
- 15.14 Where the deemed modification in Clause 15.13 is not possible, the relevant invalid, illegal or void provision(s) shall be deemed deleted and the rest of these TOB shall still remain in full force and effect.
- 15.15 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.

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- 15.16 Nothing in these TOB shall be construed to make either You or We an agent, employee, franchisee, joint venturer or legal representative of the other party.
- 15.17 Except as expressly stated, these TOB do not create any rights that are enforceable by any Third Parties. You acknowledge and agree that only You and We have rights under these TOB.
- 15.18 All notices under these TOB 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 admin@osome.com.
- 15.19 You acknowledge and agree that We may communicate with You by email sent without encryption over the internet.
- 15.20 We will not be responsible for any loss or damage arising from the unauthorised interception, re-direction, copying or reading of emails, including any attachments.
- 15.21 We will not be responsible for the effect on any computer system of any emails, attachments or viruses which may be transmitted by this means.
- 15.22 These TOB are drawn up in the English language and the English language version of the same shall always prevail over any translation. These TOB shall be construed, interpreted and administered in English.
- 15.23 This TOB shall be governed by, and construed in accordance with, the laws of Singapore.
- 15.24 In the event any dispute arises among the Parties, or any of them, in relation to any matter arising out of or in relation to this TOB, such disputes shall be submitted to the Courts of the Republic of Singapore which shall have exclusive jurisdiction over such dispute.

16. PERSONAL DATA

- 16.1 We may collect and use your personal data for any or all of the following purposes:
- 16.1.1 performing obligations in the course of or in connection with our provision of the goods and/or services requested by you;
 - 16.1.2 verifying your identity;
 - 16.1.3 responding to, handling, and processing queries, requests, applications, complaints, and feedback from you;
 - 16.1.4 managing your relationship with us;
 - 16.1.5 processing payment or credit transactions;
 - 16.1.6 sending your marketing information about our goods or services including notifying you of our marketing events, initiatives and promotions, lucky draws, membership and rewards schemes and other promotions;
 - 16.1.7 complying with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;

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- 16.1.8 any other purposes for which you have provided the information;
- 16.1.9 transmitting to any unaffiliated third parties including our third-party service providers and agents, and relevant governmental and/or regulatory authorities, whether in Singapore or abroad, for the aforementioned purposes; and
- 16.1.10 any other incidental business purposes related to or in connection with the above.
- 16.2 The purposes listed in the above clause may continue to apply even in situations where your relationship with us has been terminated or altered in any way, for a reasonable period thereafter (including, where applicable, a period to enable us to enforce our rights under any contract with you).

17. DEFINITIONS

- 17.1 “**Confidential Information**” means this agreement and all information of any nature which a party may have or acquire before or after the agreement date, however conveyed (whether in writing, verbally, in a machine-readable format or by any other means and whether directly or indirectly), and all information designated as confidential or which ought reasonably to be considered confidential;
- 17.2 “**Service Contract**” means any Order Request that We have accepted pursuant to Clause 3.3.
- 17.3 “**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 TOB (e.g. acts of God, civil unrest, political situations etc.).
- 17.4 “**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 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.
- 17.5 “**Personal Information**” means data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of the data controller;
- 17.6 “**Online Tools**” means Our Site and/or Our App.
- 17.7 “**Order Request**” means any Service You request Us to perform via the Online Tools.
- 17.8 “**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.
- 17.9 “**Our Site**” means the website at <https://osome.com/legal.html>.
- 17.10 “**Services**” means the services set out in any Service Contract.
- 17.11 “**TOB**” means these Terms of Business.

17.12 **“Third Party”** means a natural person or legal entity who is neither You nor Us.

17.13 **“Third Party Services”** means any services You have procured directly from Third Parties in relation to which You intend to utilise some or all of the Services.

17.14 **“User Account”** means the personal user account that You register with Us via the Online Tools to gain access to the services We offer.

17.15 In this Terms of Business, “We”, “Osome”, “Our” or “Us” shall also, where applicable, include and refer to Osome Pte Ltd’s subsidiaries (as defined by the Companies Act (Cap 50)) who from time to time carry out the performance of the said services.