

# Online Agency Registration Service (OARS) Terms and Conditions of Use

OARS allows trading relationships to be entered into with a number of product providers by the completion of one single online application form and process. OARS is operated by Origo Secure Internet Services Limited (“OSIS”, “we” or “us”). OSIS is a company incorporated in Scotland with company number SC201466 whose registered office is at 7 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH, Scotland. OSIS is a wholly owned subsidiary of Origo Services Limited.

**Use of OARS is subject to the terms and conditions of use set out below. Any use of OARS constitutes your agreement with OSIS to abide by the following terms and conditions.**

You should carefully read the terms and conditions set out below. If you do not agree to all or any of these terms and conditions, then please cease to use OARS. We may revise our terms and conditions at any time by amending this page. You are expected to check this page from time to time and to take notice of any changes we may make as they are binding on you.

- Please seek advice:** By using OARS to apply to selected product providers you will be entering into legally binding contracts with them (provided the selected product providers accept your application). We recommend that you speak to your independent legal adviser before doing so. Please note that OSIS is not a party to these contracts. The product providers may change their contractual terms or application acceptance process without notice, so please read their terms and conditions and instructions carefully prior to using OARS to submit your application(s). If you select a particular product provider during the application process you will, subject to application acceptance by the product provider, be deemed to have accepted in full the terms and conditions of the relevant product provider and they will be able to enforce these terms and conditions notwithstanding that OARS is managed by OSIS and you are not being asked to access the websites of the relevant selected product providers. If as a result of making an application via OARS you agree to enter into a personal guarantee then your personal property may be at risk and again you should speak to your independent legal adviser before doing so.
- Intellectual property rights:** The copyright, database rights and all other intellectual property rights in and to OARS are owned or licensed to OSIS and protected by the copyright laws of the United Kingdom, international copyright treaties and all other applicable copyright and intellectual property laws. You may not remove any product identification, copyright notices or legends or other notices of proprietary restrictions from any of the material or information contained within OARS or the associated web pages. Any unauthorised use of OARS may be in breach of statutory or common law rights which could be the subject of legal action.
- Standard of care:** OSIS shall use reasonable care and skill when providing OARS. In particular OSIS shall use reasonable endeavours to ensure that the supply of your information from OARS to the product providers and service providers that you select shall be appropriately secured. However such security technology is not guaranteed to be totally secure and to the fullest extent permitted by applicable law, (i) OARS is provided on an “as is” basis and (ii) OSIS disclaims all warranties, representations, understandings whatsoever, express or implied, specifically including but not limited to warranties of satisfactory quality, merchantability, fitness for a particular purpose, freedom from computer viruses, freedom from access by unauthorised persons and noninfringement of third parties’ rights.
- Availability:** OSIS operates OARS from the United Kingdom and OARS is only available to authorised financial services firms based in the United Kingdom. OSIS makes no representation that OARS is appropriate or available for use in other locations outside the United Kingdom or by any other type of business or person. OSIS does not guarantee that OARS or any of the websites to which it links shall be available 24 hours a day, 7 days a week, 365 days a year. OSIS shall however within a reasonable time (whilst working during 9am to 5am on weekdays only), following notification that OARS is unavailable generally, use reasonable endeavours to restore OARS.
- Provision of information:** The information supplied in connection with OARS will be made available to service providers and product providers who you select. OSIS is not responsible for the privacy and information practices of these providers, agencies or any other third parties. Please therefore satisfy yourself of the applicable privacy and information use practices of these providers before you complete your application using OARS.
- No guarantee of success:** OARS is only an online facility to allow an online application form to be completed and submitted to a number of selected product providers and service providers. OSIS does not guarantee (i) that your application will be successful, or (ii) that the selected product providers will honour any contract that you enter into with them as a result of using OARS or otherwise

act lawfully in connection with any contractual dealings with them. If you have any problems or concerns regarding any such contractual relationship with a selected product provider then you should take this up directly with the relevant provider.

7. **Future changes:** We may update OARS and change the format of OARS at any time. We reserve the right to withdraw or amend OARS or restrict access to OARS at any time.
8. **Reservation of rights:** All rights not expressly granted herein are expressly reserved by OSIS. The appearance or absence of products, services, companies or organisations as part of OARS does not imply an endorsement or non-endorsement thereof by OSIS.
9. **Disclaimer:** To the fullest extent permitted by law neither OSIS nor the Client shall be liable for any direct or indirect, special, incidental or consequential loss or damage whatsoever including without limitation, damages for profits, contracts, data, goodwill, work stoppage, increased costs of working or computer failure resulting from the use of or inability to use, interruption or unavailability of OARS, its operation or transmission, computer viruses, loss of data or otherwise in respect of the use of OARS and however caused, even if OSIS shall have been advised of the possibility of such damages. OSIS excludes any liability for any errors in or omissions from information, materials and functions included in OARS except to the extent that such liability may not be lawfully excluded under the applicable law. To the fullest extent permitted by law OSIS disclaims all liability for negligence.
10. **Third party sites, input, terms, contracts and links:** By virtue of hypertext or other computer links you may find access to terms and conditions of use and privacy policies of product providers and service providers as well as other website pages on the internet which are not part of the OARS web pages. OSIS is not responsible for nor assumes any liability for such third party terms and conditions, privacy policies or website pages which are linked to OARS which may be misleading, inaccurate, defamatory, threatening or obscene or otherwise not in accordance with applicable regulations as may be from time to time in force. The provision by OARS of a link to another website does not constitute any authorisation by OSIS to you to access materials held at such other website, nor is it evidence of any endorsement by OSIS of the material held there. OSIS accept no responsibility for these websites or for any loss or damage that may arise from your use of them. If you decide to access the third party websites linked to OARS, you do so entirely at your own risk. OSIS shall not be responsible for the services (eg regarding data validation) provided by any third parties (eg service providers) and/ or by the product providers in connection with the operation of OARS and to the fullest extent permitted by law OSIS disclaims all liability in respect of such services by third parties and/or product providers.
11. **Data Protection:** We are committed to responsible management of personal information in accordance with the General Data Protection Regulation (GDPR) Regulation (EU) 2016/679 and the successor legislation to the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 together with any applicable law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction which relates to the protection of individuals with regards to the processing of personal data (each as amended). Our Privacy Notice is available at [https://www.origo.com/home/Privacy\\_Notice.aspx](https://www.origo.com/home/Privacy_Notice.aspx).
12. **Applicable law & jurisdiction:** These terms and conditions shall be governed by and construed in accordance with the laws of Scotland. You agree to submit to the non-exclusive jurisdiction of the Scottish courts. You are responsible for compliance with any applicable laws of the country from which you are accessing OARS and its web pages.

If you have any questions concerning these Terms and Conditions of Use please write to OSIS using the email address [contracts@origoservices.com](mailto:contracts@origoservices.com).