

Legal Notices

The terms and notices below, as amended by us from time to time, together with our Privacy Statement (collectively referred to as the “Legal Notices”), set out the basis on which you may use www.aosphere.com and important information about the way in which we provide our services, including details of our policy in relation to complaints. Please read them carefully.

1. ABOUT AOSPHERE

aosphere Limited (“aosphere”) is a limited liability company registered in England and Wales with registered number 15371365 and registered office at 47 Queen Anne Street, London, W1G 9JG, United Kingdom. aosphere is registered for VAT purposes with VAT registration number GB 457 0042 14.

2. TERMS OF USE OF WEBSITE

2.1 Access to the Website

www.aosphere.com (the “Website”) is provided by aosphere (also referred to as “we” or “us” in these terms of use). These terms of use are the terms and conditions on which we provide the test, software, database, format, documents, graphic and written work and all other materials published on the Website (the “Content”) and the basis on which we allow access to it. By using the Website you accept these terms.

The Website is for your own private use. By accessing the Website, you agree:

- not to use the Website or the Content in contravention of any regulation or legislation
- not to copy, amend, reproduce or distribute the Content, or disclose the Content to third parties, other than in compliance with our Copyright Notice (see section 3 below)
- not to advertise or sell any goods or services to other users of the Website or to benefit commercially from the Content; and
- that you are responsible for any material you send to or upload to the Website and that such material is legal, is not offensive and it does not infringe our rights, those of third parties or the provisions of the Legal Notices.

2.2 Intellectual Property Rights

We, our suppliers or third parties who have granted us permission to reproduce their material on the Website own all trade marks, copyright and all other intellectual property rights in the Content and the Website. Nothing in the Legal Notices gives you any right, title or interest in the Content or the Website.

Please also read the Copyright Notice at section 3 below.

2.3 Limitations and Exclusions of our Liability

The Website and the Content are provided for general information purposes only and nothing on the Website or in the Content is intended to provide legal or other professional advice. We do not accept any responsibility for any loss which may arise from reliance on information or materials published on the Website. If you wish to find out more about the information in the materials published, please email us at info@aosphere.com.

We are not responsible or liable for any matter relating to you or any third parties accessing or using the Website and the Content.

We do not endorse nor are we responsible for the contents of websites operated by others that link to the Website or that are accessible from it.

Nothing in these terms of use excludes or limits our liability for fraud or for death or personal injury arising from our negligence or for any other matter in respect of which it would be unlawful or in breach of regulation to limit or exclude liability.

2.4 Online Privacy

Our online Privacy Statement forms part of the Legal Notices and therefore the terms which we provide and allow access to the Website. You acknowledge that we may process the personal information you provide if you use the Website in accordance with our online Privacy Statement.

2.5 General Provisions

Our rights under the Legal Notices may be waived only in writing and specifically.

If a provision of the Legal Notices is or becomes illegal, invalid or unenforceable in any jurisdiction, that does not affect the legality, validity or enforceability:

- in that jurisdiction of any other provision of the Legal Notices; or
- in other jurisdictions of the Legal Notices.

2.6 Changes to the Legal Notices

The Legal Notices may be amended by us at any time. Please check the Website periodically to inform yourself of any changes.

2.7 Governing Law

The Legal Notices shall be governed by and interpreted in accordance with English law and we and you each submit irrevocably to the exclusive jurisdiction of the English Courts.

3. COPYRIGHT NOTICE

© aosphere Limited 2024. All rights reserved.

Copyright in some documents and material available on the Website may belong to third parties and any such documents and material has been produced on the Website with the permission of the third party copyright owners. Please check the copyright notices of those third parties.

With the exception of copyright belonging to third parties and unless otherwise stated, copyright in the pages of the Website and all other material available through it belongs to aosphere.

Subject to the terms of copyright notices of third parties where applicable, you may print or save copies of the Content for your own personal use and you may provide copies to others for information purposes, on the basis that:

- you do so on an occasional basis and free of charge;
- the copies are not tampered with in any way; and

- the recipient is made aware of the terms of this Copyright Notice.

Any other reproduction, transmission and storing of all or part of the Website and the materials available through it, in any medium, without the written permission of aosphere, is prohibited.

We permit electronic links to the home page of the Website only. You may not provide an electronic link to any other page of the Website without our consent. We reserve the right to request that you remove an electronic link to the Website at any time and you agree to remove such link immediately.

Where access to restricted parts of the Website is subject to more specific terms, those terms apply instead.

4. REGULATION AND INSURANCE

aosphere does not provide legal advice and is not regulated by the Solicitors Regulation Authority of England & Wales (the "SRA"), although some aosphere content and activities may be provided by individuals who are individually regulated by the SRA (Regulated Individuals). The Regulated Individuals, but not aosphere or its affiliates are subject to the relevant parts of the SRA Standards and Regulations. This means that there is no access to protections associated with working with a regulated business, including minimum terms and conditions for professional indemnity insurance and access to the SRA Compensation Fund (which provides support to people who have suffered loss covered by a regulated person who should have been insured).

We have professional indemnity insurance led by Dual Corporate Risks Limited, part of Dual International Limited, authorised and regulated by the Financial Conduct Authority No. 312593, registered in England and Wales number 4160680 and registered office at One Creechurch Place EC3A 5AF, supported by other major insurance companies and Lloyds syndicates. Our professional indemnity insurance extends to acts or omissions wherever in the world they occur.

Further details of our professional indemnity insurance may be obtained from aosphere (info@aosphere.com).

5. COMPLAINTS

aosphere is committed to providing the highest quality of service. If you are dissatisfied with any aspect of the service provided to you, we would ask that in the first instance you contact us. If you are still dissatisfied, then you are entitled to invoke our complaints process, which is aosphere's complaints procedure, a copy of which may be obtained from aosphere (info@aosphere.com).

If you have a complaint about an individual who is individually regulated by the SRA, you may be entitled to ask the SRA or the Legal Ombudsman of England and Wales to consider your complaint. A complaint to the Legal Ombudsman must normally be made within six months of the date of the conclusion of the complaints process. Details of how to contact the Legal Ombudsman and further information, including the eligibility criteria for invoking the Legal Ombudsman's services, can be found at <https://www.legalombudsman.org.uk/> and in our complaints policy.

You may have a right to challenge or complain about a bill. If all or part of a bill remains unpaid, we may be entitled to charge interest on the outstanding amount unless an unresolved bona fide query has been raised.