



## Terms & Conditions

Last update: Jan 2011

### 1. General

1.1 In this document, "us", "we", "our", "ours" refers to **Omega Digital Media Ltd** also trading as GA-Experts.com, a company registered in England and Wales with company number 3388924 and registered address 8 The Drive, Hove, East Sussex, BN3 3JT. "You" and "your" refers to the client or customer of Omega Digital Media Ltd, and "account" refers to the service or license purchased from us.

1.2 These Terms & Conditions apply to services provided by us. They may be revised at any time and without notice at our sole discretion. The use of our products and/or services is taken to be your agreement to adhere to the current Terms & Conditions at any given time.

1.3 You are required to adhere to these Terms & Conditions. If you breach them, we have the right at our sole discretion to suspend or terminate your account without notice or refund, to make an additional charge, or to block access to the relevant component of the service.

1.4 All products and services are made as a single supply; your account may be suspended or closed if any sum due is unpaid or is in arrears.

1.5 Omega Digital Media Ltd will make every effort to ensure orders are completed within the stated time, but we will not accept any liability for damages in the event of failure to do so. Should delays be experienced in the completion of an order, the client does not have the right to cancel, either entirely or in part.

1.6 If any part of these Terms & Conditions shall be held to be invalid or unenforceable, this shall not affect the enforceability of any other provision of these Terms & Conditions.

1.7 These Terms & Conditions and all other legal relationships between us shall be governed by and construed in accordance with English Law, and are subject to the exclusive jurisdiction of the English courts.

### 2. Software Supply, Support & Maintenance

2.1 You may cancel an Urchin software order within 30 days of purchase and we will refund the purchase amount.

2.2 We do not take responsibility for customer data and recommend that customers have a full backup of all data before any work by Us commences.

2.3 We shall not be liable for any unauthorised access to your report data either from within your organisation or from the Internet.

2.4 Internet connection time, disconnection time and all Internet call charges are the responsibility of the client.

### 3. Privacy

- 3.1 All communications from You or from Us is treated as confidential and will not be shared with any other third party.
- 3.2 All data access and reports from You or from Us is solely for the purpose of supplying our service and will not be shared with any other third party.
- 3.3 We retain the right to identify You as a customer of Ours and reference You as such using Your trade and business names, trade marks, service marks, logos, domain names and other distinctive brand features.

### 4. Partnerships

- 4.1 We are an official Certified Partner for Google Analytics and Google Urchin Software.

