

Terms & Conditions of Service

1. General

- 1.1 In this document, "us", "we", "our" refers to **Omega Digital Media Ltd** while "you" and "your" refers to the client or customer of Omega Digital Media Ltd.
- 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 No refund is provided in the event of cancellation unless the cancellation is due to our convenience.
- 1.7 Cancellations: Monthly contracts may be cancelled with 30 days notice (minimum 3 month contract). You will be invoiced up to the end of the calendar month following the cancellation date.
- 1.8 All client details, except the name of the client, are kept confidential at all times.
- 1.9 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.
- 1.10 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. Managed Web Site Hosting & Email Access

- 2.1 You may only access the machines and the specific ports used for and managing your web site and email account. Any other use of our equipment is unauthorised and is a criminal offence.
- 2.2 You may not use any account or any computer on our network to send unsolicited, bulk email.
- 2.3 Omega Digital Media Ltd reserves the right to suspend or cancel any account at its sole discretion.
- 2.4 You are required to keep the contact details that you provide us up to date. We may send notices or other information to you at the address you give us. We will not pass these details onto other companies.
- 2.5 We will use our reasonable endeavours to maintain all our services. You will not be eligible for any compensation because you can not use the service or because of a failure, suspension or withdrawal of all or part of the service.
- 2.6 Regardless of anything else in these Terms & Conditions, our liability shall not exceed the proportionate amount of your purchase or lease.
- 2.7 We shall not be liable for any consequential losses you may suffer.
- 2.8 We are not responsible for any use you make of our services, for any charges that you incur with any third party, nor for any software running on your host, except as documented within a separate written agreement. You indemnify Omega Digital Media Ltd against the effects of any misuse or any claims resulting from that misuse.
- 2.9 You will keep your username/passwords secret and will not disclose them to third parties for any purpose. You will notify us and change any password that you believe may have been compromised.
- 2.10 You will not use the account for any illegal purpose.
- 2.11 For the duration of your contract, you are licensed to use but not modify our bespoke scripts/programs. The programs hosted on our servers remain the property of Omega Digital Media Ltd, unless otherwise specified.

3. Web Design & Development

- 3.1 All creative design work is sold to the client on an exclusive basis. This excludes any bespoke programming.
- 3.2 All creative design work produced by Omega Digital Media Ltd is "Royalty-free" for an unlimited period of time. Royalty-free means for the intended project only.
- 3.3 Costs and deadlines must be agreed in writing before work commences.
- 3.4 It is a criminal offence under the Copyright, Designs and Patent Act 1988 to knowingly infringe copyright. It is the duty of all customers to ensure that material placed with us is free from any copyright claims and indemnify us against such claims.

- 3.5 Web site designs by Omega Digital Media Ltd may make use of our bespoke scripts/programs. If required, you will be licensed to use but not modify our bespoke scripts/programs for the duration of your contract. The bespoke programs hosted on our servers remain the property of Omega Digital Media Ltd, unless otherwise specified.
- 3.6 Any bespoke programming work requested by you remains the intellectual property of Omega Digital Media Ltd and can be resold by us at any time. You may modify and re-use our supplied code within your organisation for your own purposes only.

4. Software Supply, Support & Maintenance

- 4.1 You may cancel a software order within 30 days of purchase and we will refund the purchase amount. This supersedes section 1.5
- 4.2 We do not take responsibility for customer data and recommend that customers have a full backup of all data before any work by Omega Digital Media Ltd commences.
- 4.3 We shall not be liable for any unauthorised access to your computer or computer network either from within your organisation or from the Internet.
- 4.4 Internet connection time, disconnection time and all Internet call charges are the responsibility of the client.

5. Search Engine Marketing

- 5.1 We will use legitimate, reasonable endeavours to promote and maintain your search engine optimisation and submission campaign during its implementation.
- 5.2 Search Engine submission and review fees are **not** included in our prices. This includes any pay-per-click bids you may be using.
- 5.3 We promote your web site only by ethical methods.
- 5.4 You agree not to undertake work on your web site that will conflict with our efforts.
- 5.5 No guarantees of actual search engine position can, or will be given.
- 5.6 You will not be eligible for any compensation because your web site can not be found on a particular search engine or search directory.
- 5.7 We shall not be liable for any consequential losses you may suffer because your web site can not be found on a particular search engine or search directory.

6. Privacy

- 6.1 Omega Digital Media Ltd retains the right to identify You as a customer. Further, unless You notify us otherwise in writing, You hereby grant to us a limited license to use Your trade and business names, trade marks, service marks, logos, domain names and other distinctive brand features (whether registered or not) (collectively, the "Brand Features") in any presentations, marketing materials, customer lists, and financial reports produced for, by or on behalf of Omega Digital Media Ltd.
- 6.2 Omega Digital Media Ltd are granted administrator access to your account(s). We will use this access only for the purpose of supplying our service and for maintenance or support requested by you. No third party access will be granted by us.