



Terms and Conditions

1. GENERAL

- 1.1. By using this website you are deemed to accept the following terms and conditions (these "Terms").
- 1.2. "This website" means the whole or any part of the web pages located at www.omni-41.co.uk, and include the layout of this website; individual elements of this website's design; underlying code elements of the website; or text, sounds, graphics, animated elements or any other content of this website) operated by Omni Telemetry LTD of Bridge House, Bridge St, Olney MK46 4AB, United Kingdom ("Omni Telemetry", "we", "us", or "our").
- 1.3. To contact us, please use info@omnisystems.co.uk, or call +44 (0)333 305 5373, or write to us at the above address.
- 1.4. These Terms were last updated on Monday, 08th January 2024, and are the current and valid version.
- 1.5. The following additional terms apply to your use of our Services and form part of these Terms:
 - 1.5.1. Our Privacy Policy;
 - 1.5.2. Our Cookie Policy;
- 1.6. As you browse through this website you may access other websites that are subject to different terms and conditions. When using these other sites, you will be bound by the terms and conditions posted on those websites.
- 1.7. Omni Telemetry may change these Terms at any time without notice. Any amendment will be effective immediately. Your use of this website after any amendment constitutes an agreement by you to comply with and be bound by the amended terms and conditions. Accordingly, you should read these Terms from time to time for changes.

2. WEBSITE DISCLAIMER

- 2.1. The content on this website is provided by Omni Telemetry in good faith on an "as is" basis for general information purposes only and is not intended to constitute or substitute professional advice. The information is not intended or implied to be a substitute for professional advice.
- 2.2. Omni Telemetry makes no representations about the suitability, reliability, timeliness, comprehensiveness and accuracy of the information, services and other content contained on this website. Omni Telemetry may, from time to time, change or add to this website without notice. However, we do not undertake to keep this website updated. Omni Telemetry is not liable to you or anyone else if errors occur in the information on this website or if that information is not up-to-date.
- 2.3. Omni Telemetry cannot guarantee that the content and the provision of the content of this website will always be correct or fault, error and virus free. Omni Telemetry does not accept liability for incorrect content or errors and omissions in this website or its content (whether of legal, typographical, technical, or other nature) but endeavours to correct them as quickly as practicable. Omni Telemetry will not be liable for any interference with or damage to your computer systems that may occur in connection with use of this website or a linked website, or for any data lost or any equipment or software replaced by you as a result of you using this website. You must take your own precautions to ensure that whatever you select for your use from this website is free of viruses or anything else (such as worms or trojan horses) that may interfere with or damage the operations of your computer systems.
- 2.4. Save in respect of liability for death or personal injury arising out of negligence or for fraudulent misrepresentation, Omni Telemetry shall not be liable directly or indirectly in contract, tort, equity or otherwise for any damage whatsoever in connection with this website or any use of content provided on this website, including any direct, indirect, special, incidental or consequential damage (including but not limited to loss of profits, interest, data, business revenue, anticipated savings, business or goodwill).
- 2.5. Omni Telemetry will in no way be liable to you or anyone else for any loss or damage, however caused which may be directly or indirectly suffered in connection with websites of other entities that are hyperlinked from this website.



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- 2.6. To the extent permitted by applicable law, all representations, warranties and other terms are excluded.
- 2.7. This general disclaimer is not restricted or modified by any specific warnings and disclaimers elsewhere on this website.

3. USER RIGHTS AND INTELLECTUAL PROPERTY RIGHTS

- 3.1. This website is our copyright property. All rights are reserved.
- 3.2. You are provided with access to it only for your personal and non-commercial use. Other than for these permitted purposes, and for the purposes of and subject to the conditions prescribed under statutes that apply in your location, you may not, in any form or by any means:
 - 3.2.1. adapt, reproduce, store, distribute, transmit, print, display, perform, publish or create derivative works from any part of this website; or
 - 3.2.2. commercialise any information, products or services obtained from any part of this website;
 - 3.2.3. without our written permission.
- 3.3. All rights in this website and the content on this website including copyright, design rights, source codes and any other intellectual property rights in any of the foregoing are reserved to Omni Telemetry and/or their content and technology providers.
- 3.4. All trade names, service marks and other service names and logos displayed on the website are proprietary to their respective owners and are protected by applicable copyright laws.
- 3.5. Nothing contained on the website should be construed as granting any licence or right of use of any other person's or entity's intellectual property which is displayed on this website without their express permission.
- 3.6. You may not remove, change or obscure the Omni Telemetry logo or any notices of proprietary rights on any content of this website.

4. LINKS

- 4.1. This website may contain links to other websites solely for your convenience only and may not remain current or be maintained. Omni Telemetry does not endorse, recommend or approve of any information, products or services referred to on such linked sites and assumes no responsibility for the contents of any other website to which this website offers links.
- 4.2. You may not link the homepage or any other parts of this website without prior written consent from Omni Telemetry.
- 4.3. Your use of any link to a linked website is entirely at your own risk.
- 4.4. Unless stated otherwise on this website, Omni Telemetry has:
 - 4.5. no relationship with the owners or operators of those linked website; and
 - 4.6. no control over or rights in those linked websites.

5. PRIVACY

- 5.1. These Terms incorporate, and should be read together with, our Privacy Policy and Cookie Policy.
- 5.2. Omni Telemetry will use only the personal data which you submit to us via the website in accordance with our Privacy Policy.
- 5.3. Our Cookie Policy describes how this website may collect, store and use cookies.

6. PROHIBITED USES

- 6.1. You may use our website only for lawful purposes. You may not use our website:
 - 6.1.1. in any way that breaches any applicable local or international laws or regulations;
 - 6.1.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 6.1.3. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing terms and conditions as amended from time to time; and



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- 6.1.4. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 6.2. You also agree:
 - 6.2.1. not to reproduce, duplicate, copy or re-sell any part of our website in contravention of the provisions of our Terms; and
 - 6.2.2. not to access without authority, interfere with, damage or disrupt:
 - 6.2.3. any part of our website;
 - 6.2.4. any equipment or network on which our website is stored;
 - 6.2.5. any software used in the provision of our website; or
 - 6.2.6. any equipment or network or software owned or used by any third party.

7. OTHER IMPORTANT TERMS

- 7.1. We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or obligations under these Terms.
- 7.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 7.3. No joint venture, partnership or agency or employment relationship has arisen by reason of these Terms.
- 7.4. These Terms and any document expressly referred to in it constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to that subject matter.
- 7.5. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or any document expressly referred to in it.
- 7.6. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 7.7. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 7.8. These Terms, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by the laws of England and Wales. In the event of any such disputes or claims in connection with these Terms, you agree to first engage in good faith discussions with us to resolve such dispute or claim. If such dispute or claim is not resolved within sixty (60) days, we both irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.