

## **www.opti3omega.com Disclaimer, Terms & Conditions**

These Terms and Conditions govern your use of the Opti3 website (www.opti3omega.com) and your relationship with the manufacturers and marketers of Opti3, ESB Developments Ltd (a company registered in England and Wales, whose registered office is at Unit 2, Glade Business Centre, Forum Road, Nottingham, NG5 9RW, United Kingdom). Please read them carefully as they affect your rights and liabilities under law. If you do not agree to these Terms and Conditions, please do not continue to use or purchase from www.opti3omega.com.

### **1. Use of www.opti3omega.com site**

www.opti3omega.com is provided to you free of charge for your personal use subject to these Terms and Conditions. By using the www.opti3omega.com you agree to be bound by these Terms and Conditions.

All orders and purchases made on www.opti3omega.com will also be governed by the specific Product Terms.

**THESE TERMS AND CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS.**

### **2. Amendments**

We may update these Terms and Conditions from time to time and as such you will be subject to the policies and terms and conditions in force at the time of your order.

### **3. Refunds on promotional offers**

Refunds for goods purchased under a promotional offer will be based on the terms of the promotional price. Your statutory rights are not affected.

### **4. Excluded Services**

The services provided by www.opti3omega.com do not include the provision of computer or other necessary equipment to access www.opti3omega.com. To use www.opti3omega.com you will require Internet connectivity and appropriate telecommunication links. We shall not be liable for any telephone or other costs that you may incur.

### **5. Intellectual property**

The content of www.opti3omega.com is protected by copyright, trade marks, and other intellectual property rights. You may retrieve and display the content of www.opti3omega.com on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on www.opti3omega.com without written permission from ESB Developments Ltd.

No licence is granted to you in these Terms and Conditions to use any trade mark of ESB Developments Ltd or its affiliated companies.

## **6. Limitations**

You may not use [www.opti3omega.com](http://www.opti3omega.com) for any of the following purposes:

- disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material
- transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice
- gaining unauthorised access to other computer systems
- interfering with any other person's use or enjoyment of [www.opti3omega.com](http://www.opti3omega.com)
- breaching any laws concerning the use of public telecommunications networks
- interfering or disrupting networks or web sites connected to [www.opti3omega.com](http://www.opti3omega.com)
- making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner

You will indemnify us against all losses, liabilities, costs and expenses reasonably suffered or incurred by us, all damages awarded against us under any judgment by a court of competent jurisdiction and all settlements sums paid by us as a result of any settlement agreed by us arising out or in connection with:

- any claim by any third party that the use of [www.opti3omega.com](http://www.opti3omega.com) by you is defamatory, offensive or abusive, or of an obscene or pornographic nature, or is illegal or constitutes a breach of any applicable law, regulation or code of practice;
- any claim by any third party that the use of [www.opti3omega.com](http://www.opti3omega.com) by you infringes that third party's copyright or other intellectual property rights of whatever nature; and
- any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with the use of [www.opti3omega.com](http://www.opti3omega.com) by you.

## **7. Availability of [www.opti3omega.com](http://www.opti3omega.com)**

Although ESB Developments Ltd aims to offer you the best service possible, the company makes no promise that the services at [www.opti3omega.com](http://www.opti3omega.com) will meet your requirements. The company cannot guarantee that the service will be fault free. If a fault occurs in the service you should report it to our Technical Service Team by emailing [info@opti3omega.com](mailto:info@opti3omega.com) and we will attempt to correct the fault as soon as we reasonably can.

Your access to [www.opti3omega.com](http://www.opti3omega.com) may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. ESB Developments Ltd will attempt to restore the service as soon as it reasonably can.

## **8. ESB Developments Ltd liability**

www.opti3omega.com is provided by ESB Developments Ltd without any warranties or guarantees. You must bear the risks associated with the use of the internet.

www.opti3omega.com provides content from other Internet sites or resources and while ESB Developments Ltd tries to ensure that material included on www.opti3omega.com is correct, reputable and of high quality, it cannot accept responsibility if this is not the case. ESB Developments Ltd will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with www.opti3omega.com. If ESB Developments Ltd is informed of any inaccuracies in the material on the site we will attempt to correct the inaccuracies as soon as we reasonably can.

In particular, we disclaim all liabilities in connection with the following:

- incompatibility of www.opti3omega.com with any of your equipment, software or telecommunications links
- technical problems including errors or interruptions of www.opti3omega.com
- unsuitability, unreliability or inaccuracy of www.opti3omega.com
- inadequacy of www.opti3omega.com to meet your requirements

To the full extent allowed by applicable law, you agree that we will not be liable to you/or any third party for any consequential or incidental damages (including but not limited to loss of revenue, loss of profits, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to www.opti3omega.com.

Nothing in this paragraph applies to ESB Developments Ltd's liability in respect of products sold through any Online Stores.

Nothing in these Terms and Conditions shall exclude ESB Developments Ltd's liability for personal injury or death caused by its negligence.

Our acceptance of an order takes place on despatch of the order, at which point the purchase contract will be made and you will be charged for your order.

## **9. Third Party Websites**

As a convenience to customers, www.opti3omega.com may include links to other web sites or material which is beyond its control and its responsibility. All such links should be used at your own discretion and only in conjunction with the terms and conditions relevant to the link site.

## **10. Advertising & Sponsorship**

Part of www.opti3omega.com may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on www.opti3omega.com complies with relevant laws and codes.

We will not be responsible for any error or inaccuracy in advertising and sponsorship material.

### **11. Applicable Law**

These Terms and Conditions shall be governed by and are to be construed in accordance with United Kingdom laws. The parties irrevocably agree that the courts of United Kingdom shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these terms and conditions.

### **12. International Use**

ESB Developments Ltd makes no promise that materials on [www.opti3omega.com](http://www.opti3omega.com) are appropriate or available for use in locations outside the European Union, and accessing [www.opti3omega.com](http://www.opti3omega.com) from territories where its contents are illegal or unlawful is prohibited. If you choose to access this site from locations outside the European Union, you do so on your own initiative and are responsible for compliance with local laws.

### **13. Expiry Date on Payment Card**

Please ensure that the expiry date of your payment card is after the anticipated despatch date of your order. Payment is taken at the point of purchase. In the event that the payment card has expired we will be unable to take payment and fulfil your order.

### **14. Delivery**

Delivery is normally within 10 days of placing your order.

Due to popular demand for our products overseas we are now delivering worldwide. Please check our online shop for the latest delivery pricing, which is subject to change without notice.

When ordering from [www.opti3omega.com](http://www.opti3omega.com), you are the importer of the goods and must comply with all laws and regulations of the country into which the products are delivered.

Products sold on [www.opti3omega.com](http://www.opti3omega.com) should not be subject to customs duty into customs territories of the European Union. However, products may be subject to import duties and taxes, which are levied once the package reaches the country of delivery. Any such additional charges levied must be borne by you. Please note that we have no control over these charges and cannot predict what these may be at any time in the future.

### **15. Price & Payment**

Prices are subject to change without notice. The price payable by you is the price of the product displayed on the website at the time of placing your order.

Payment will be taken from your card immediately. In the event of your ordered goods being out of stock, we will notify you of delays and offer refunds where applicable.

## **16. Availability**

All products (including any free gifts) are subject to availability while stocks last. We reserve the right to withdraw any products from sale without incurring liability.

Should any products ordered be out of stock we will inform you and allow you to cancel your order should you wish. If we do not hear otherwise we will send out your products when they are back in stock.

## **17. Privacy**

We will add your address to our mailing list for news, updates and promotions when you place an order with us. We collect personal data primarily to provide you with efficient customer service.

## **18. Promotions**

We may send you promotional material in the future. If you do not wish to receive any further promotions from ESB Developments Ltd, please inform us by emailing [info@opti3omega.com](mailto:info@opti3omega.com).

## **19. Product Information**

Information provided on [www.opti3omega.com](http://www.opti3omega.com) should not be construed as medical advice. We advise customers to consult a qualified medical practitioner for any medical advice.

## **20. Miscellaneous**

When you place your order on [www.opti3omega.com](http://www.opti3omega.com), this represents an offer to us to purchase product. You will be charged in full.

You may not assign, sub-license or otherwise transfer any of your rights under these Terms and Conditions.

If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.

If you breach these Terms and Conditions and ESB Developments Ltd ignores this, ESB Developments Ltd will still be entitled to use its rights and remedies at a later date or in any other situation where you breach the Terms and Conditions.

ESB Developments Ltd shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond its control.

A person who is not a party to these Terms and Conditions shall have no right to enforce any term of these Terms and Conditions.

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If you have any queries please contact our Technical Service Team by emailing [info@opti3omega.com](mailto:info@opti3omega.com)

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