

Advanced Analytics Solutions Terms and Conditions for Use and Sales

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Date Ratified:	8 November, 2019, David Hampton
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1. Introduction

- 1.1** These terms & conditions set out the terms between you the customer and us the website owner.
- 1.2** Your use of this website and any service contained within constitutes acceptance of these terms & conditions in full.
- 1.3** You should not use this website if you do not accept with these terms & conditions in full.

2. Customer Information

- 2.1** You should always check that the contact information you provide is correct before proceeding to payment.
- 2.2** Our website is only intended for use by adults. Adults may purchase products for children as long as the products purchased are intended by the manufacturer for use or consumption by children.
- 2.3** We reserve the right to restrict or remove your access to this website where you breach these terms and conditions. Such restriction or removal will take place without recourse or explanation to you where we solely deem it appropriate or necessary.

3. Privacy

- 3.1** We take your privacy seriously. We are registered under and comply with the General Data Protection Regulation (GDPR).
- 3.2** Full details of our Privacy Policy are given in our Privacy Policy [here](#)

4. Product Pricing, Title & Compatibility

- 4.1** We make every effort to ensure that the pricing displayed on our website is correct. However, if an error in the pricing of a product is found we reserve the right to either cancel your order or contact you to arrange payment of any extra sum due or refund any over-payment made by you (as applicable). The processing of an order can be cancelled or corrected by us at anytime up to the electronic shipment of that order and any related items.
- 4.2** All prices are displayed inclusive of Value Added Tax (VAT) or other applicable sales tax. Furthermore on the checkout page(s) and all email or paper receipts the VAT or sales tax element will be clearly and separately displayed as part of the total cost of your order.

- 4.3 We reserve the right to alter all product pricing without notice.
- 4.4 Title in any products ordered from us does not pass to you, the purchaser until we have received and processed a valid payment, and that payment has been made into our own bank account and your order has been shipped.
- 4.5 We are responsible for any loss or damage to any products until you receive them.
- 4.6 We will provide full details of the compatibility or system requirements typically required for the successful installation and use of any download goods. This includes any restrictions on use, such as digital rights management (DRM) or other restrictions that may limit use. However, please note we are unable to provide a detailed assessment of your specific equipment and its suitability for use of or with any downloadable products.

5. Your Order

- 5.1 When you place an order you will automatically receive a confirmation email from us to confirm your order. Your order constitutes an offer made to us to purchase the goods specified in the order.
- 5.2 Your offer is only accepted by us once we have emailed you to confirm the electronic dispatch of your order.
- 5.3 Product items not included within the dispatch email are not included in the order and contract between you and us.
- 5.4 We reserve the right to delay or refuse orders where a transaction contains incomplete details or details that cannot be verified or where fraud is suspected.
- 5.5 If we are unable to reasonably ascertain these details or resolve these issues a full refund will be made against the card used at the time of purchase. No other form of refund or credit will be offered nor will a refund be made to any third party card or account.

6. Cancellation Rights and Refunds

- 6.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have a right to cancel your purchase of physical goods purchased from us.
- 6.2 To exercise your right to cancel you must notify us in writing, either by email or through the "Contact Us" form on our website within **14 days** from the day after your goods were ordered. Please note - a telephone call is not a valid cancellation. You will need to return the product to us, in the condition in which you received them, at your own expense.
- 6.3 Refunds will be given for any goods where they are found by us to be defective.
- 6.4 Refunds will not be given where we are unable to replicate the issue or the issue stems from the user or their equipment.
- 6.5 **IMPORTANT** – Your statutory right to a refund does not extend to a personalised product. Once we have provided you with a customised product based on information specific to you or your computer, you are therefore no longer entitled to a refund unless the product is faulty. We offer potential customers the option to use our fully functional products free of charge for 30 days prior to purchase. We feel this is enough time for users to make an informed decision as to whether or not our products will meet their requirements.

7. Customer Complaints

7.1 We endeavour to respond to all customer complaints or queries within five working days.

8. Faulty Products and Services

8.1 Where you experience a fault with a digital product or service please contact us as soon as possible.

8.2 Where any goods digital or services are found to be defective we will offer a replacement item as soon as reasonably possible and within 30 days of being notified of the defect, or we will issue a full refund in accordance with the Consumer Rights Act 2015. Where a refund is offered and accepted by you it will be made within 14 working days of receiving your acceptance of a refund.

8.3 The Data Analysis Toolkit is suitable for computers running Excel 2013 or later versions. For bulk purchases we are able to create a bespoke version suitable for Excel 2010, with slightly reduced functionality.

9. Events Outside Our Control

9.1 We shall not be liable for delay or failure to perform any obligation under these terms & conditions if the delay or failure is caused by any circumstances beyond our reasonable control, including, but not limited to, acts of God, war, civil disorder or industrial dispute.

10. Licence – Data Analysis Toolkit

10.1 Subject to the payment of the purchase price, we grant to you a non-exclusive license to use the Data Analysis Toolkit in a manner described below with a license duration of 5 years.

10.2 Advanced Analytics Solutions grants you a non-exclusive license to use the Data Analysis Toolkit in the manner described below:

10.2.1 Single User License. You may install the Data Analysis Toolkit on any single computer. You may not: (a) modify, translate, reverse engineer, unprotect, disassemble or create derivative works based on the Data Analysis Toolkit (b) copy the Data Analysis Toolkit except for use as a backup copy on the single original computer for which it was sold (c) rent, lease, transfer rights to the Data Analysis Toolkit or (d) remove any proprietary notices or labels on the Data Analysis Toolkit

10.2.2 Multi-user License (on-site License). You may install the Data Analysis Toolkit on an unlimited number of computers within the same company. You, your employees and contractors may not: (a) modify, translate, reverse engineer, unprotect, disassemble or create derivative works based on the Data Analysis Toolkit (b) distribute, rent, lease, transfer rights to the Data Analysis Toolkit to anyone outside your company or (d) remove any proprietary notices or labels on the Data Analysis Toolkit

10.2.3 This License may not be assigned, sublicensed or otherwise transferred by the Licensee, by operation of law or otherwise, without prior written consent from Advanced Analytics Solutions.

10.2.4 The license is only valid for the computer that was used to determine the User Code. It is not transferrable to a different person using the same computer, nor for the same person using a different computer. If you wish to use the Toolkit on another computer, or need to replace your computer, you will need to purchase another copy of the Toolkit.

10.2.5 Without prejudice to any rights, Advanced Analytics Solutions. may terminate this agreement if you fail to comply with the terms and

conditions of this agreement. In such event, you must destroy all copies of the Data Analysis Toolkit.

11. Licence - Website

- 11.1** We grant you a licence to access the content, information and services contained within our website for personal use only.
- 11.2** This licence allows you to download and cache (using your browser) individual pages from our website.
- 11.3** This licence does not allow you to download and modify individual pages or substantial parts of our website nor to make our website available via an intranet, where our website or a substantial part of it is hosted locally on the intranet in question.
- 11.4** Our website design, layout, content or text cannot be copied, edited or otherwise manipulated without our express prior written permission.
- 11.5** Our website cannot be placed within the frame-set of another site.
- 11.6** Third parties are not allowed to “deep link” to pages within our website, without our express prior written permission. All links (unless expressly permitted by us) should be to the main index page of our website. Furthermore, the content of such links, whether graphic or text should not be misleading, false, derogatory or in any other way offensive.
- 11.7** The restriction on “deep linking” does not apply to affiliate partners who wish to send customers directly to a particular page or product in order to increase their affiliate sales.

12. Copyright

- 12.1** All content, databases, graphics, buttons, icons, logos, layouts and look & feel are our copyright, unless expressly acknowledged as otherwise.
- 12.2** The data mining, extraction or utilisation of product information from our website is not permitted without our express prior written permission.

13. User Generated Content

- 13.1** Where the facility exists you may provide reviews or public feedback on the website of products purchased by you, also known as user-generated content.
- 13.2** Where the facility exists such user-generated content can be provided in different formats and mediums; text, audio, video and still photographs.
- 13.3** As part of providing this content to us you agree to grant us a worldwide, irrevocable, non-exclusive and royalty-free license to use, distribute, edit, translate and repurpose such content, as we require, including sub-licensing to other parties.
- 13.4** Such content shall not infringe the intellectual property rights of any other party. Furthermore the content shall not be illegal or capable of breaching the laws of any jurisdiction in which it may be displayed.
- 13.5** We reserve the right to remove any content, which breaches or risks breaching these terms and conditions.
- 13.6** However, we shall not assume any responsibility for auditing or monitoring any user generated content.
- 13.7** Any complaints about such content by rights holders or any user or visitor to our website should be directed to us using our contact details listed at the end of these terms and conditions.

14. Limitations and Exclusions of Liability

- 14.1** Where content and information is provided on the website without charge we exclude all liability for such content and information.
- 14.2** **DISCLAIMER OF WARRANTY** The Data Analysis Toolkit is sold "as is" and without warranties as to the performance or merchantability or any other warranties whether expressed or implied. The statistical calculations provided in the package are accurate to the best of our knowledge; however, this validity is not guaranteed. The user is responsible for decisions made based on the results generated by the package. No warranty of fitness for a particular purpose is offered. The user must assume the entire risk of using the program. All business losses (including, but not limited to) loss of profits, income, revenue, damage to goodwill, loss of other commercial contracts, other commercial opportunities or other indirect, consequential or special losses or damage are all excluded. Any liability of MDA Consulting and Advanced Analytics Solutions will be limited exclusively to product replacement or refund of purchase price.
- 14.3** **LIMITATION OF LIABILITY** Under no circumstances and under no legal theory, tort, contract, or otherwise, shall Advanced Analytics Solutions or its suppliers or resellers be liable to you or any other person for any indirect, special, incidental, or consequential damages of any type including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses. In no event will Advanced Analytics Solutions be liable for any damages in excess of the amount Advanced Analytics Solutions received from you for a license for the Data Analysis Toolkit, even if Advanced Analytics Solutions shall have been informed of the possibility of such damages, or for any claim by any other party.
- 14.4** All other losses or damages not reasonably foreseeable at the time of the contract between you and us are also excluded.
- 14.5** These terms and conditions do not exclude or limit liability for death or personal injury caused by you or us.
- 14.6** These terms and conditions do not exclude or limit liability for fraud or fraudulent misrepresentation caused by you or us.
- 14.7** These terms and conditions do not exclude or limit liability where this conflicts with the applicable law for this jurisdiction.

15. Indemnity

- 15.1** By your use of our website you hereby indemnify us and undertake to keep us indemnified at all times now and in the future against all possible claims relating to any breach of these terms and conditions by you. Such indemnities to include, (but not be limited to) all costs legal and otherwise, all other expenses, damages or settlements arising from your breach of these terms and conditions.

16. Variation

- 16.1** We reserve the right to vary these terms & conditions at any time, without giving notice to you. Such varied terms and conditions shall automatically apply to the use of our website from the date of publication on our website.

17. Assignment

- 17.1** We reserve the right to assign our rights and also our obligations under these terms and conditions, without giving notice to you. This right of assignment shall only apply to us and shall not apply to you in any way.

18. Severability

18.1 The paragraphs, sub-paragraphs and clauses of these Terms & Conditions shall be read and construed independently of each other. Should any part of these Terms & Conditions or paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

19. Waiver

19.1 Failure by us to enforce any accrued rights under these terms & conditions is not to be taken as or deemed to be a waiver of those rights by us unless we acknowledge the waiver in writing.

20. Third Parties

20.1 These terms and conditions are between you and us. They do not apply to, or benefit any third party and are not reliant on any third party.

21. Entire Terms & Conditions

21.1 These terms & conditions set out the entire agreement and understanding between you and us.

22. The Consumer Rights Act 2015

22.1 These Terms & Conditions are specifically written in accordance with the Consumer Rights Act 2015. Should these Terms & Conditions conflict with the Act, the Consumer Rights Act 2015 shall prevail and apply.

23. Your Statutory Rights

23.1 Where acting as a consumer your statutory rights are unaffected.

24. Jurisdiction

24.1 These terms & conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

COOKIES POLICY

1. What are cookies?

- Cookies are small files containing a short string of numbers and letters placed automatically by a website into the cookie folder in your browser. Cookies are generally used to make a website easier and faster to use. The cookie recognises that a device is or has accessed the website and acts accordingly, (depending on what the cookie is designed to do). Mostly cookies perform mundane, but necessary tasks.

2. How do we use cookies?

We typically use cookies for the following purposes:

- Ensure all parts of the website requested by visitors work correctly and appear quickly.

- Alert us whenever a page on the website or the entire website is slow and not working at all.
- Analyse how visitors use our website, so that we can continually improve it by adding more information and services and making it easier to navigate and use.
- To ensure that products you as a customer add to your shopping basket remain in your basket as you go through the checkout process, so you get what you pay for.
- To remember you as a customer.
- To allow customers and visitors to share our website content on social media and with friends.

3. Consent and cookies

- Some cookies used by us are sent to your computer or mobile device as soon as the first page you view on our website is displayed. As a result we infer consent for these and other cookies if you use our website.

4. No personal information in cookies

- None of the cookies we use contain or pass personal, confidential, financial information or any other information that could be used to identify individual visitors to the website.

5. Your shopping basket and cookies

- If you buy a product from our website we do use cookies to pass your contact details through the checkout process. But we never request or store any financial details in this way. Your financial details are only ever passed using an encrypted and secure format from our secure payment page to your own bank for processing.

6. Refusing cookies

- Using your browser settings you are free to refuse cookies. However, for purely technical reasons this may cause errors when trying to use our website.

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