

## ModeAudio Terms and Conditions

These are the terms of business which govern the agreement between you and ModeAudio for any products or services which you purchase from us.

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### 1. Introduction

ModeAudio (hereafter 'us', 'our' or 'we') is an ordinary business partnership registered with Her Majesty's Revenue & Customs (HMRC) in the United Kingdom, which owns and controls all displayed products, text, sound, images and other materials contained on [www.modeaudio.com](http://www.modeaudio.com) / [www.modeaudio.co.uk](http://www.modeaudio.co.uk) (hereafter the 'website') for the purpose of providing products and services to our website visitors (hereafter the 'user', 'you' or 'your').

These terms and conditions are applicable to any user visiting the website. By using the website, the user agrees to accept these terms and conditions in full. If the user disagrees with any part of the following terms and conditions, they are instructed not to use the website.

### 2. Products & Services

Our products and services include but are not limited to digital audio files, MIDI files and software synthesiser presets (hereafter 'digital content').

Please note that all digital content is licensed to you and not sold. The licence that applies to your use of such materials can be viewed in the [support section](#) of our website.

### 3. Pricing & Payments

Purchased digital content may be paid for using the available, trusted online payment providers Paypal and Braintree (hereafter the 'payment providers'). No credit card information is either processed by or stored on our server other than the user's name and billing address (see clause 4), but is dealt with by the systems of the payment providers.

Prices are inclusive of any applicable VAT and are in Great British Pounds Sterling (GBP). Other currencies are approximate and are calculated and displayed using the latest available conversion figures but the user will always pay the original GBP price.

### 4. Personal Information

In accordance with EU law, the user's name, billing address, IP address and email address are stored on our server as proof of country of residence only when making a purchase, so as to ensure the correct amount of tax (such as VAT) can be applied to each transaction. We will never, ever use this information for any other purpose.

Further information can be found in our [Privacy Policy](#).

### 5. Issuing of Invoices and Downloading Products

After making a purchase on the website, the user will be automatically issued with a confirmation email, sent to the email address entered during the checkout process, containing all billing information (product(s) ordered, associated price(s) and total order amount in GBP) and applicable download links.

Clicking a download link will open a page on the website in the default internet browser of the user's operating system, wherein the user can choose between available formats if applicable to the purchased product(s) and proceed to download the digital content itself.

The user will also receive an automatic email receipt issued from the payment provider used.

### 6. Refund Policy

As our products are 100% digital and instantly downloadable after purchase, we are unable to provide users with refunds unless either there is a proven fault with the product, or if a user's Paypal account or credit card is charged fraudulently.

Please make sure to fully explore any product's descriptive information before making a purchase, including reading descriptive text, detailed content specifications and listening to any audio demo files.

If the user is unsatisfied with the content of any purchased digital content, we will make efforts to exchange it for another product or service of equal monetary value as the original transaction. Exchanges are limited to one per transaction and we reserve the right to refuse an exchange where we feel user error is the cause for any user dissatisfaction.

#### 7. Law and Jurisdiction

The website terms and conditions as displayed on this page will be governed by and construed in accordance with the laws of Scotland. Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Scotland.

#### 8. Intellectual Property Rights

We own all intellectual property rights applicable to the website, the products and other displayed material on the website. All intellectual property rights are reserved by us.

#### 9. Website Licence Agreement

The user may view and download pages (for caching purposes only) from the website, providing that this material is not republished in any form (including on other websites), or printed and stored physically in any public or private electronic retrieval system.

The user must not use any material reproduced from the website for a commercial purpose, unless granted our express written consent.

#### 10. Limitations of Liability

The user acknowledges that it would be unreasonable to hold us liable in respect of the website and the material displayed on the website. Whilst we endeavour to ensure that the information displayed on the website is correct, we do not warrant its completeness or accuracy. Whilst we will endeavour to keep the website and our products available, we do not commit to ensuring that the material on this website is kept up-to-date.

We exclude all representations, warranties and conditions (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) to the maximum extent permitted by applicable laws.

Our liability is limited and excluded to the maximum extent permitted under applicable laws. We will not be liable for any direct, indirect or consequential loss or damage arising under these terms and conditions or in connection with the website, whether arising in tort, contract, or otherwise - including, without limitation, any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings.

However, nothing in these terms and conditions shall operate to limit or exclude liability for death, fraud or personal injury caused by our negligence.

#### 11. The Right to Challenge Transactions

We reserve the right to challenge the legal standing of a transaction if we feel we have reason to. We will contact the user individually in such an event to confirm his/her identity. If a user's identity can not be verified then the challenged order will be cancelled. A challenged order may be validated at any time within 30 days after the date of the transaction.

#### 12. Entire Agreement

These terms and conditions, together with our [Privacy Policy](#), constitute the entire agreement between the user and us in relation to the user's use of the website.

#### 13. Modification of Website Terms & Conditions

We may revise and edit these terms and conditions at any time, without prior notice, so please check this document occasionally to ensure you are happy with any changes.

#### 14. Contact Details

You can contact us using our [contact form](#), or by sending an email to the address below:

[info@modeaudio.com](mailto:info@modeaudio.com)