

ModeAudio Terms and Conditions

1. Introduction

www.modeaudio.com/modeaudio.com (hereafter the 'website'), along with all products displayed, text, images and other material contained in the website, is owned or controlled by ModeAudio (hereafter 'we', 'us' and 'our').

These terms and conditions are applicable to any person (hereafter the '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. 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 England and Wales. Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

3. 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 ModeAudio.

4. 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.

5. 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.

6. Pricing & Payments

Purchased items may be paid for using the available, trusted online payment provider(s). No credit card information is either handled by or stored on our server, but is dealt with by the payment provider in question. Prices are inclusive of VAT and are in Great British Pounds Sterling (GBP). Other currencies are calculated and displayed using the latest available conversion figures but the customer will always pay the original GBP price.

7. Personal Information

In accordance with EU law, the user's billing address details, IP address and email address are stored on our server as proof of country of residence, 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.

8. Issuing of Invoices

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

If purchasing via Paypal, the user will also receive an automatic email receipt issued from Paypal.

9. Refund Policy

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



10. 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.

11. 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.

12. Contact Details

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

mode@modeaudio.com

13. Modification of Website Terms & Conditions

We may revise and edit these terms and conditions at any time, without prior notice.