

Online Purchase Terms and Conditions

Drafted Date: March 7th, 2019

Effective Date: MM/DD/2019

General Provisions

This Online Purchase Terms and Conditions (the "Terms") is consisted as a part of the Terms of Website Use on this Site. You need to read the both of them carefully before purchasing the Paid Product by using this Site operated by Modech. By placing an order with Modech through this Site, you are accepting the Terms and the Terms of Website Use.

Definitions and Terms

"We" and "us" means Modech Inc. ("Modech").

"You" means the customer placing an order.

"This Site" means www.modech.com operated by Modech(defined in Terms of Website Use).

"Paid Product" means (defined in 6. Product in Terms of Website Use).

"The contract is agreed" - by completing and submitting an electronic order form, you are making an offer to purchase the Paid Product which, if accepted by us, will result in a binding contract. An acceptance email from us confirms that the contract is formed.

By using this Site to purchase the Paid Product, you confirm that you are at least 18 years old, and are consenting to the Terms, the Terms of Website Use, and to our Privacy Policy.

Your Account

You will need your own Modech.com user account to search, download, and purchase the Product. You may be required to be logged in to the account and have a valid payment method associated with it. If there is a problem charging your selected payment method, we may charge any other valid payment method associated with your account.

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. Please read 11. Your Modech.com User Account in the Terms of Website Use as well.

Ordering

By completing and submitting an electronic order form, you are making an offer to purchase the Paid Product which, if accepted by us, will result in a binding contract. Please note that products will not be downloaded (or links to online products) until we have authorization from your payment card issuer or wire transfer process completion. We will not be liable if there is a delay, and we will not accept your order if payment is not authorized.

Prices

The price of each Paid Product, which is currently available, is shown on the Site.

All prices quoted on this Site are in U.S. dollars("USD"), and payments can only be accepted in USD, unless otherwise specified. Prices quoted by this Site are for the Paid Product and do not include taxes (such as value-added taxes, goods and service tax, consumption tax, sales tax), duties, shipping charge, freight, handling charge, other similar charges.

Method of Payment

Modech accepts PayPal and bank transfer as forms of payment. If you do not have a PayPal account, you can still use PayPal to pay with your credit card or debit card without signing up for a PayPal account. Payment is due upon receipt of invoice.

In case of bank transfer, all orders originating outside of Japan must be pre-paid. You will need to completing the payment within thirty (30) working days from the invoiced date. You are authorized the completion of the payment after we confirm the payment receipt from your bank.

Modech may, at its sole discretion, withhold downloading of all or any part of an order or cancel any order if at any time: (1) Your account with Modech is in arrears; (2) Modech reasonably believes you are not creditworthy, (3) You fail to comply with Modech prepayment requirements; or (4) any payment instrument of you dishonored. You need to pay interest on any account not paid when due from the due date to the date of payment at the rate of one and one-half (1-1/2%) percent per month plus a late charge of five (5%) percent. If you fail to make payment when due, Modech reserves the right to pursue all available remedies and shall be reimbursed by you for all costs associated with collection of payment and reasonable attorney's fees.

Delivery

After the payment is authorized, you can download the Paid Product.

Cancellation of Orders and Refund

Modech does accept the cancellation of any orders or refund on any order after the payment transaction is completed.

Return and Exchange

Modech does not accept the return or the exchange after downloaded the Paid Product or the payment transaction is completed.

Limited Warranty

Please refer to 6.1 Your rights to download the Product from this Site of the [Terms of Website Use](#).

Compliance with laws

You will comply with all applicable laws and regulations. You will not export, directly or indirectly, any Paid Product without first obtaining any licenses required by Japanese Government, you will indemnify Modech for any liability or claim which may arise from your direct or indirect export of any Paid Product.

Comments

This Site allows comments on specific Paid Product, but all comments will be monitored and will be displayed at the sole discretion of Modech.

Changes to the Terms

Modech reserves the right to change the Terms for purchasing the Paid Product online from this Site from time to time. If this happens, we will notify you by posting the new Terms for purchasing the Paid Product online on this Site. If you do not wish to be governed by the revised Terms, you must not place any further orders.

Entire Agreement

The Term constitutes the complete and exclusive agreement between Modech and you unless the parties have executed an applicable written agreement. Any additional or different terms are objected to and will not be binding unless expressly agreed to by Modech in writing.

Contact

Modech Inc.

Representative: Masanori Shimasue

Taiju-Seimei-Hachioji Bldg., 5-15 Yokoyama-cho, Hachioji-Shi, Tokyo, 1920081

Japan

Phone: +81 (42) 656-3360

Office hours: 10:00 to 17:00 (JST)

Email: info@modech.com

www.modech.com

© Modech Inc., 2019