

MODULTRADE SHIPPING AND RETURN POLICY

Last update: 27 November 2018

These shipping and return policy constitute an electronic agreement between you (hereinafter the "User", "you") and MODULTRADE LTD., U.K. Company number 10728669 (hereinafter the "MODULTRADE", "we") that applies to the Shipping and Return Policy, any and all services, products and content provided by MODULTRADE.

These Shipping and Return Policy along with Terms of Use contain important provisions, which the User must consider carefully when choosing whether to visit the Site and use the services, products and content of MODULTRADE. Please read these Shipping and Return Policy carefully before agreeing to them.

The User is solely responsible for understanding and complying with any and all laws, rules, compliance regulations and other regulations of his/her specific jurisdiction that may be applicable to the User in connection with the use of any and all services, products and content of MODULTRADE.

IF THE USER DOES NOT ACCEPT SHIPPING AND RETURN POLICY AND/NOR TERMS OF USE, THE USER SHALL NOT ACCESS THIS SITE AND SHALL NOT USE ANY OF MODULTRADE'S SERVICES, PRODUCTS AND CONTENT.

1. DEFINITIONS

1.1. Capitalized terms used in the Shipping and Return Policy shall be interpreted in accordance with the definitions provided below:

1.1.1. Buyer: means the User who buys Cryptocurrencies, MTRc or goods advertised on the Market by the Seller through the Wallet.

1.1.2. Cryptocurrency/Cryptotokens: means peer-to-peer decentralized digital representation of value - BTC, ETH and others.

1.1.3. Funds: means Cryptocurrency and/or MTRc whereby MODULTRADE is not holding or otherwise controlling or disposing any Cryptocurrency and/or MTRC of the User.

1.1.4. Goods: means Goods advertised and sold by the Seller to the Buyer on the Platform.

1.1.5. MTRc: means utility tokens of MODULTRADE.

1.1.6. Order: means the User's instruction to buy or sell Cryptocurrency or MTRc on certain conditions.

1.1.7. Platform: means MT interface for Services.

1.1.8. Seller: means the User who submits an Order to sell Cryptocurrencies or MTRc through the Wallet and/or advertises and sells goods on the Site.

1.1.9. Service(s): means all and any service provided by MODULTRADE in order to access and send instructions to blockchain networks, advertise, sell and buy goods and conclude Smart Contracts.

1.1.10. Site: means MODULTRADE website at modultrade.com.

1.1.11. Smart Contract: means blockchain based algorithm deployed and executed within the Ethereum network under which Buyer and Seller agree on the trade of good(s) advertised by the Seller on the Platform and create a Smart Contract on the Platform where (a) the respective amount of Cryptocurrency is blocked on the Buyer Wallet via MTRc to guarantee payment upon delivery of good(s) at the expense of the Buyer confirmed by Tracking Number submitted by the Seller to the Platform matching the postal address of the Buyer indicated in the Smart Contract and (b) the respective amount of Cryptocurrency is released by the Platform to the Seller's Wallet upon such delivery.

For the avoidance of doubt the Smart Contract does not represent any written or oral agreement of Buyer and Seller with MODULTRADE.

For the avoidance of doubt the User hereby confirms his understanding that the Smart Contract may not be enforceable under applicable law, or that such enforceability may be uneasy depending on respective jurisdiction and applicable laws.

1.1.12. Tracking Number: means tracking number under applicable terms and conditions of the logistics/transport company chosen by the Seller.

1.1.13. Transaction: means exchange of Cryptocurrencies/Cryptotokens at User's discretion according to MODULTRADE interface rules and processes at the exchange rate(s) determined by MODULTRADE automatically and at its own discretion with charges included in exchange rate(s), buy and sell goods, payment on Smart Contract for respective goods, receive and send Cryptocurrencies.

1.1.14. User: means a person or an entity that uses the Services, agrees to follow the Shipping and Return Policy and Terms of Use of MODULTRADE.

1.1.15. Wallet: means MODULTRADE interface to interact with blockchain networks, which provides respective Transaction services located at www.wallet.modultrade.com. For the avoidance of doubt fiat currencies cannot be exchanged via Wallet.

1.1.16. Market: means MODULTRADE interface to sell and buy goods and create Smart Contracts located at www.market.modultrade.com.

1.2. Where the context so admits words denoting the singular shall include the plural and vice versa.

2. SHIPPING

Any user may publish any product on the Market and may choose the delivery rules on his own discretion. Such delivery rules include the following items:

- Geography of delivery: should it be only local and/or international; limitations on particular countries;
- Price for delivery of goods;
- Return policy.

MODULTRADE is advising users who are selling goods on the Market to send goods under fully paid contracts as soon as possible, although the user may put his specific dates of delivery on his own discretion.

ModulTrade does not bear any responsibility on the shipping of goods nor goods sold by users, while MODULTRADE has the support ticket system and support email (support@modultrade.com) where every user may send an enquiry on any questions and MODULTRADE will do its utmost to find the way out of any problem.

Every User should be aware of the possibility of additional surcharges levied by Customs and Tax authorities of some countries. The User should make his own research on possible customs fees and taxes on the purchases made on the Market.

3. CANCELLATION AND RETURNS

The Buyer may cancel an order by not sending the Funds to the Smart-Contract within specified time for every particular Smart-Contract.

If the Funds are already sent to the Smart-Contract the Buyer in case of willingness to cancel its order or return the goods under the order should contact the Seller. The Seller will make a decision on the cancellation or return on his own discretion.

MODULTRADE undertakes to create reasonable possibilities of communication between the parties, however each party remains fully responsible for interaction with the other party.

4. NOT RECEIVING THE ORDER OR DIFFERENT ORDER RECEIPT

If User failed to receive the order or received another product than was expected, then the User should contact the Seller first and check the tracking system to understand the location of the product. If the problem cannot be solved in negotiations between the sides of the Smart-contract then please contact us at support@modultrade.com.