

Modology — Terms of Use

Last Updated: January 2025

Welcome to **modology.com** (the “Website”), operated by Modology (“Modology,” “we,” “our,” or “us”). By accessing or using the Website, you agree to be bound by these Terms of Use (“Terms”). If you do not agree to these Terms, you must discontinue use of the Website.

These Terms apply to all users and are written in compliance with **U.S. federal law, California law**, and applicable digital regulations as of 2025.

1. Acceptance of Terms

By accessing or using the Website, you confirm that you:

- Are at least 18 years old (or the age of majority in your jurisdiction)
- Have read, understand, and agree to these Terms
- Have the authority to accept these Terms on behalf of an organization (if applicable)

If you do not agree, you may not use the Website.

2. Website Content & Intellectual Property

All content on the Website—including text, graphics, architectural imagery, renderings, design concepts, construction materials, branding, logos, project descriptions, videos, and layout elements—is the property of Modology or its licensors and is protected by U.S. and international intellectual property laws.

You may not:

- Copy, distribute, modify, or reproduce Website content
- Use content for commercial or competitive purposes
- Extract content using scraping tools, bots, or automated scripts
- Remove copyright notices or proprietary marks
- Claim ownership of Modology’s branding or materials

- Create derivative works without written permission

You are granted a **limited, revocable, non-transferable license** to view and use the Website for personal, non-commercial purposes.

3. Acceptable Use Policy

You agree that you will **not**:

- Use the Website for illegal, harmful, or fraudulent purposes
- Attempt to breach, bypass, or probe any security measures or systems
- Interfere with Website operation or overload its infrastructure
- Submit harmful code, viruses, malware, or automated bots
- Impersonate another person or provide misleading information
- Harvest data or attempt to extract personal information about others
- Upload sensitive or confidential business information unless requested

Any violation may result in blocked access, legal action, or both.

4. Information You Submit

When you submit a message, inquiry, file, or project-related information through the Website:

- You represent that the information is accurate and lawful
- You grant Modology the right to use the information solely to respond to your inquiry or provide requested services
- You agree not to submit highly sensitive data (e.g., SSNs, financial account numbers, medical records) unless specifically requested in a secure environment

See the **Modology Privacy Policy** for complete information on how personal data is used and protected.

5. No Professional Advice

Any content on the Website—such as modular construction information, architectural examples, project descriptions, or conceptual designs—is for **informational purposes only**.

It does **not** constitute:

- Legal advice
- Engineering advice
- Construction guarantees
- Professional consulting
- Financial or real estate recommendations

For formal guidance, please contact Modology directly or engage a qualified professional.

6. Third-Party Links

The Website may contain links to third-party sites or external resources.

Modology is **not responsible** for:

- Third-party content
- Privacy policies
- Accuracy of external information
- Availability or reliability of linked resources

Accessing third-party sites is at your own risk.

7. Disclaimers & No Warranties

To the fullest extent permitted by law, the Website is provided “**as is**” and “**as available.**”

Modology does **not** guarantee:

- Continuous or error-free operation
- That defects will be corrected
- That the Website or servers are free of viruses or harmful code
- Accuracy, completeness, or timeliness of Website content
- Availability of specific designs, services, or project specifications

You assume full responsibility for your use of the Website.

8. Limitation of Liability

To the maximum extent allowed by U.S. and California law:

Modology, its officers, directors, employees, agents, and affiliates will **not be liable** for any damages arising from or related to the Website, including:

- Direct, indirect, incidental, or consequential damages
- Loss of data or business interruption
- Security breaches, unauthorized access, or hacking
- Errors, inaccuracies, or omissions in content
- Downtime, outages, or interruptions
- Use of third-party links or services

Your sole remedy for dissatisfaction with the Website is to stop using it.

Some jurisdictions restrict certain disclaimers; where required, Modology's liability is limited to the fullest lawful extent.

9. Indemnification

You agree to indemnify, defend, and hold harmless Modology from any claims, liabilities, damages, costs, and expenses arising from:

- Your use or misuse of the Website
 - Your violation of these Terms
 - Your submission of unlawful or harmful content
 - Your breach of applicable laws or third-party rights
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10. Privacy & Data Protection

Your use of the Website is governed by the **Modology Privacy Policy**, which explains:

- What data we collect
- How we use it
- Your rights under privacy laws
- How you may contact us regarding privacy matters

By using the Website, you consent to our data practices as described in the Privacy Policy.

11. DMCA Compliance

If you believe your copyrighted material appears on the Website without authorization, you may submit a Digital Millennium Copyright Act (DMCA) notice to:

Modology

Address: 150 North Wiget Lane Suite 250, Walnut Creek, CA 94598

Phone: 935-933-4000

Email: info@modology.com

Modology will respond to valid DMCA requests promptly.

12. Modification of Terms

We may update these Terms at any time to reflect:

- Legal changes
- Updates to Website features
- Business or operational needs

When updated, the “Last Updated” date will change.

Continued use of the Website constitutes acceptance of the revised Terms.

13. Governing Law & Venue

These Terms are governed by the laws of:

- The **State of California** (recommended to match compliance requirements), and
- Applicable federal laws of the United States

Any disputes will be resolved exclusively in the state or federal courts located in California.

14. Contact Information

For questions about these Terms, please contact:

Modology

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Phone: 935-933-4000

Email: info@modology.com