

Terms of Service

These Terms of Service are an agreement (the "Agreement") between exkuma.com ("Exkuma") and you ("Client" or "you" or "your"). This Agreement states the terms and conditions of your use of the products and services (the "Services") made available by Exkuma and the exkuma.com website. By using any of the Services, you agree to be bound by all of the terms and provisions of the Agreement.

These Terms of Service take effect when you click a "Register" button or when you use any of the Services made available by Exkuma and the exkuma.com website, whichever occurs first.

Modifications to this Agreement.

www.exkuma.com may modify these Terms of Service at any time by posting a revised version on this website (<https://exkuma.com/terms.pdf>). By continuing to use the Services after the effective date of any modifications to these Terms of Service, you agree to be bound by the modified terms.

Revised 24th November 2024

Any non-English translation of the Agreement is provided for convenience only and is not valid or legally binding. In case of a conflict between the English version and any translation, the English version will control.

Ownership

The owner of the payment method which is used for payment on the account is designated as the authorized owner of the account.

Use of Service

All Services may only be used for lawful purposes. The laws of Australia apply to all Clients of exkuma.com. You agree to indemnify and hold harmless Exkuma from any claims resulting from your use of Exkuma Services. You represent and warrant to Exkuma that you are 18 years of age or older. Any use of or access to the Services by anyone under 18 years of age is prohibited.

The purchase of Exkuma services in order to use the service for the purpose of creating financial gain by providing other parties the use of such services, or by selling the use of the purchased services to other parties without prior written permission from Exkuma is a violation of this agreement and will result in immediate termination and removal of the Client account, without any refund.

If you use the Services on behalf of another party after being granted written permission from Exkuma, you agree that you are authorized to bind such other party to this Agreement and to act on such other party's behalf with respect to any actions you take in connection with the Services.

Use of the Exkuma Services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted work. Any account found to be in violation of another's copyright will be expeditiously removed, or access to the material disabled. Any account found to be in repeated violation of copyright laws will be suspended and/or terminated from Exkuma.

Clients are responsible for all actions taken under their account. This includes the compromise of credentials such as Client name and password. You must use a secure password.

Solely for the purpose of providing the Services, you hereby grant to Exkuma the right and license to access, store and use any content provided by you, and to remove all or any portion of such content if you violate the provisions of the Exkuma Agreement.

Exkuma may from time to time, and at any time, monitor your use of the Services to ensure your compliance with the provisions of this Agreement.

Security

Ultimately, the security of services purchased from Exkuma is the responsibility of the Client.

Suggested steps that would be taken to ensure that such services remain secure would include but are not limited to:

Properly securing the devices used to access our services

This would include securing the credentials used to access the service we provide, such as the Client name, username, and password. You must use a secure password.

Clients are responsible for all actions taken under their account, even in the event of the services being accessed or used by third-parties.

Intellectual Property Rights

Exkuma Ownership

Except for any rights expressly granted to the account owner under the Agreement, Exkuma own all intellectual property rights in and related to the Service.

Account Owner Ownership

Account owner retains all intellectual property rights in and related to the data collected by the account owner using the Service.

Payment

Exkuma provides subscription-based services that require manual renewal by the client to prevent any disruption of said services.

Refunds

Payments made for services provided by Exkuma are not eligible for a refund or a prorated refund.

Abuse Towards Exkuma

At Exkuma, Clients are treated with respect. In return, Exkuma expects an equal level of respect from their Clients. If Exkuma feels that a Client is being disrespectful or demeaning towards any staff member, the Client may be asked to discontinue using Exkuma Services. That Client will then be given one week (7 days) to back-up any data. After this time period, Exkuma reserves the right to completely remove/terminate the Client's account. The Client will not be entitled to any refunds.

Violation of Exkuma Agreement

Failure to fully comply with the Exkuma Agreement may result in an immediate suspension and/or terminated without any refund. There will be no refunds for payments made in advance. Exkuma Clients must adhere to their Exkuma Agreement. If a Client is uncertain about the terms of the Exkuma Agreement, or has any other questions about the Agreement, they should contact Exkuma for clarification.

Exkuma reserves the right to remove/suspend any account without notice if the Exkuma Agreement is violated. If a Client violates the Exkuma Agreement, Exkuma will either give the Client warning, if Exkuma so chooses, or immediately terminate/delete Client's account. No warning is required.

Price/Plan Changes

Exkuma reserves the right to change prices listed on exkuma.com at any time.

Changes to the Agreement or the Services

Exkuma may modify, add, or delete portions of this Agreement at any time. Your use any of the Services shall constitute agreement to such change.

Exkuma may modify, change, or discontinue any aspect of the Services at any time.

Termination

Exkuma may terminate your access to the Services, in whole or in part, without notice in the event that: (i) you fail to pay any fees due; (ii) you violate this Agreement; or (iii) as otherwise specified in this Agreement. In such event, Exkuma shall not refund to you any fees paid in advance of such termination, and you shall be obligated to pay all fees and charges

accrued prior to the effectiveness of such termination.

Upon termination of the services for any reason, user content, and other data will be deleted.

Account Credit

All account credits are tied to the account on which they were originally added. Account credits will not be refunded back to the Client.

Chargebacks and Disputes

In the event that we are notified that a chargeback or other payment dispute is filed, your account will automatically be placed on hold. Resulting in suspension for all active services on your account, and the risk of termination should the dispute not be immediately resolved. Resolving a chargeback would include providing proof of ownership for the payment method used, repaying any disputed transaction(s), and paying a 25,000 yen penalty fee per transaction that has been disputed.

Failure to do this will result in the termination of the service(s) on the account as well as the account remaining on hold, preventing any new orders or purchases from being completed.

Threatening to chargeback in any communication with Exkuma, can at Exkuma's sole discretion result in permanent account closure.

Disclosure to Law Enforcement

Exkuma may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies. Exkuma will cooperate fully with law enforcement agencies.

Disclaimer

Exkuma shall not be responsible for any damages a Client's business may suffer. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by Exkuma and its Clients. Exkuma makes NO WARRANTIES of any kind, expressed or implied for Services provided. Exkuma makes NO WARRANTIES of MERCHANTABILITY or FITNESS for a particular purpose.

IN NO EVENT WILL EXKUMA ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES, OR ANY USER CONTENT, USER WEBSITES OR OTHER MATERIALS ACCESSED OR DOWNLOADED THROUGH THE SERVICES, EVEN IF EXKUMA IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL EXKUMA ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY CHARGES MADE TO YOU BY LINE CORPORATION OR ANY LINE PARTNERS DUE TO SIGNALS SENT TO YOUR OR ANY THIRD PERSON'S LINE ACCOUNT FROM THE EXKUMA SYSTEM, EVEN IF EXKUMA IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CHARGES OCCURRING.

Notwithstanding anything to the contrary contained herein, Exkuma LIABILITY to you, or any party claiming through you, FOR ANY CAUSE whatsoever, and regardless of the form of the action, is ZERO.

Governing Law; Jurisdiction

Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based on an alleged tort, shall be governed by the internal laws of the State of South Australia, without regard to conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Entire Agreement

This Agreement, including documents incorporated herein by reference or otherwise referred to herein, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement and such other agreements constitutes the sole and entire agreement between the parties with respect to the matters covered hereby