

Term and Conditions

Last updated: October 23, 2020

This Terms and Conditions ("Terms", "Terms and Conditions") govern your relationship with <https://kacultures.org/> website (the "Service") operated by Kizuna Across Cultures ("us", "we", or "our"). Please read these Terms and Conditions carefully before using the Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Subscriptions, Purchases and Making Donations

If you wish to subscribe or purchase any product or service made available through the Service ("Subscription") or make donations through the Service ("Donation"), you may be asked to supply certain information relevant to your Subscription and/or Donation including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Subscription; and that (ii) the information you supply to us is true, correct and complete.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Subscription or Donation.

With respect to your Subscription, we reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons. We also reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

With respect to your Donation, you acknowledge and agree that Kizuna Across Cultures retains control over the donated funds. Donated funds are not refundable

Availability, Errors and Inaccuracies

We are constantly updating the information on the Service. The information may be described inaccurately, or may not be up to date, and we may experience delays in updating information on the Service.

We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of Kizuna Across Cultures and its licensors. The Service may be protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Kizuna Across Cultures.

Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Kizuna Across Cultures. For example, our donation is processed by our partner, GlobalGiving through their web site, which has its own privacy policies as well as terms and conditions.

Kizuna Across Cultures has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Kizuna Across Cultures shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Upon termination, your right to use the Service will immediately cease.

Limitation Of Liability

In no event shall Kizuna Across Cultures, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Kizuna Across Cultures, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Governing Law

These Terms shall be governed and construed in accordance with the laws of United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Contact Us

If you have any questions about these Terms, please contact us by visiting this page on our website: <https://kacultures.org/english/contact-us>.