

Poodll NET Terms of Service

These Terms of Service (Terms) are between Poodll Co. Ltd (Company Registration No.: 3100-01-014630) (referred to as we, us and our) and the individual, organisation or other entity agreeing to these Terms (referred to as you or your), collectively referred to as the Parties or each a Party. These Terms govern the access and use of the Poodll NET cloud hosting services and any customisation or related services made available to you (Poodll NET Services). The Poodll NET Services are available on our websites including poodllnet.com and related websites providing you access to the Poodll NET Services (collectively referred to as Website).

1. ACCEPTANCE

1. These Terms form a binding legal agreement between the Parties. By using the Website and Poodll NET Services, you agree to comply with and be legally bound by these Terms. Please read these Terms carefully. If there are any questions regarding these Terms, you should contact us using the contact details at the end of these Terms.
2. You acknowledge and agree to these Terms by: (i) ticking 'I Agree'; (ii) accessing or using the Poodll NET Services or Website; or (iii) making part or full payment for the Poodll NET Services. If you do not agree to these Terms, you should cease accessing or using the Poodll NET Services and Website immediately. If you are agreeing to these Terms on behalf of an organisation, you represent and warrant that you have the power and authority to enter into and bind such organisation.
3. You acknowledge and agree you are responsible for the acts or omissions of any person using the Poodll NET Services (each a User, collectively referred to as Users). You must ensure any such User using or accessing the Poodll NET Services does so in accordance with these Terms.
4. We reserve the right to make changes to these Terms at any time, effective upon the posting of modified Terms. We endeavour to communicate these changes to you via email. It is your obligation to ensure that: (a) you have read, understood and agree to the most recent Terms available on the Website; and (b) each User accesses and uses the Poodll NET Services in accordance with the most recent Terms.

2. OTHER TERMS AND CONDITIONS

1. These Terms supplement and incorporate our Privacy Notice as set out on the Website.

2. Poodll NET Services may use third party products and services including but not limited to Amazon Web Services available on [their website](#). Third party terms do not form a part of these Terms.

3. SERVICES

1. Users can access and use Poodll NET Services via the Websites on any supporting computer, mobile, tablet or other device (collectively referred to as Device). We recommend the User accesses the Website and Poodll NET Services using recommended browsers as set out on the Website.
2. You can access and use Poodll NET Services as set out on the Website: (a) for free (Free Package Service); or (b) to obtain additional features and functionalities, by purchasing a Poodll NET Services package (Paid Package Service) and pay the applicable fees (Package Fee) for a 12 month period or such other fixed term as set out on the Website (Paid Package Period). Your package may include third party products and services that provide additional features or functionalities as set out on the Website (Third Party Products). Third Party Products may be available for free or purchased for a fee through the Website (Add-on Fee).
3. To access and use the Poodll NET Services, you must complete our signup form available on the Website (Signup Form) to: (a) create your site(s) (Poodll NET Site); and (b) provide the personal information requested including but not limited to your name, email, mobile/cell number, organisation information (if applicable), billing details and other related information as requested by us (Account Information) to register, create and manage an account on the Website (Account). If you request a Paid Package Service, we will not provide you with access to Poodll NET Services including your Poodll NET Site or Account until the applicable Package Fee is paid by you and received by us. If you request an Add-on, we will not provide you with the Add-on product until the applicable Add-on Fee is paid by you and received by us.
4. You can use your Account to access and utilise a portal (Portal) to perform functions as set out on the Website including to: (a) manage billing and the Poodll NET Services required; (b) purchase Add-ons; (c) delete or export your Poodll NET Site(s); (d) and view user and storage space use. Your Account allows you to assign and grant User(s) access to your Poodll NET Site and administer such User(s) and their capabilities in your Site.
5. Your Poodll NET Site will be allocated a limited number of Users and a limited amount of storage space as set out on the Website subject to the type of Package Service (the Plan).
6. If you purchase a Paid Package Service, we will provide the Poodll NET Services for the duration of the Paid Package Period.

7. You are responsible for determining which Poodll NET Services you require, who will be a User of the Poodll NET Services and the User's access level. You may change a User's access level or revoke their access to the Poodll NET Site at any time for any reason via the Poodll NET Site.
8. Although we endeavour to ensure Third Party products are maintained and updated on a regular basis, Poodll disclaims all responsibility and liability for the quality, reliability or failure of any Third Party Products.

4. DATA

1. Information or content you or Users submit via the Website or Poodll NET Services (Data), Account Information or other related information may be stored in servers outside of the United States of America.
2. We will not use, disclose or reference any Data or Account Information except for support and training purposes in accordance with these Terms or as required for us to provide the Poodll NET Services.
3. You represent and warrant that:
 1. any and all Data you submit via the Poodll NET Services and Website are your sole and exclusive property; or
 2. you have secured any and all authorisation and rights to use the Data as applicable under the relevant laws.
4. You grant us a licence to use, copy, transmit, store and back-up your Data, Account Information and other related information for the purposes:
 1. to enable you and Users to access and use the Poodll NET Services;
 2. related to provision of Poodll NET Services to you and the performance of our obligations under these Terms; and
 3. for research and development as required for the improvement of Poodll Products and Services.
5. It is your responsibility to maintain copies of all Data which you and a User provide via the Poodll NET Services. We will use reasonable industry standards and procedures to prevent data loss. However, as the Data is stored on a cloud-based service, provided by third parties, we do not guarantee that there will be no loss of Data, Account Information and other information. We do not warrant that access to the Poodll NET Services, Data, Website or Account Information will be available without interruption.
6. If you purchase any Third Party Products made available by us such as enabling any plugins or applications for use in conjunction with the Poodll NET Services, you acknowledge that we may allow these Third Parties to access any inputted Data as required for the interoperation of the Third Party Products to the Poodll NET Services or for Moodle Partners to provide their services. We are not responsible for any

disclosure, modification or deletion of Data resulting from any such access by Third Parties.

7. You acknowledge and agree that:

1. we are not responsible for any corruption or loss of any Data if such corruption or loss is due to an act or omission by you, your employee(s), contractor(s) or agents or any User; and
2. you are responsible for complying with all laws and regulations regarding the use and disclosure of your Data.

8. We will use and maintain security systems for the transmission of Data, consisting of encryption and "firewall" technologies that are understood in the industry to provide adequate security for the transmission of such information over the Internet. These measures are intended to prevent unauthorised Data infiltration or security breaches. We do not guarantee the security of any Data you store on servers of your contractors or third party service providers, including but not limited to the Third Parties.

5. AVAILABILITY OF WEBSITE AND Poodll NET SERVICES

1. Although we intend that access to the Poodll NET Services via the Website should be available on a full-time basis, the Website may be unavailable due to maintenance or other development activity from time to time.
2. Where possible, we will provide notice to you and the Users of any maintenance or development activity in advance via email and the Website.

6. SUPPORT

1. We may provide limited technical support to you as set out on the Website. If you require technical support, please contact us using the details at the bottom of these Terms. We endeavour to respond to a support request within a reasonable period of time.

7. PAYMENT

1. If you purchase a Paid Package Service, you agree to pay the Paid Package Fee upfront on a yearly basis as required to enable you to access and use the Poodll NET Services.
2. If you choose a Third Party Product and Add-on Fees are payable, you agree to pay the Add-on Fee upfront on a monthly or yearly basis as required to enable you to access and use the Third Party Product.
3. You will be required to make payment of the applicable Paid Package Fee and/or Add-on Fee (collectively referred to as Fees) by way of credit card or PayPal. The initial payment will be processed upon receipt of the request for a Third Party Product and/or Package Service (as applicable). Each annual renewal payment will be automatically charged, subject to cooling off, to your PayPal account or credit card (details of which are provided in the Signup Form) on the relevant periodic basis. You must maintain correct billing details via the Portal.

4. **Annual renewals.** You agree that we will automatically debit your PayPal account or credit card to renew the Paid Package Period following the warning notification provided to you unless you notify us in writing in compliance with the annual renewal notification that you would like to cancel the Paid Package Service.
 5. You must not pay, or attempt to pay, any Fees through any fraudulent or unlawful means. If our third party payment service provider is unable to successfully process your payment or we do not receive the relevant Fee on the day it is due for any reason, we will attempt to contact you via email as soon as we are aware of the payment failure. Until payment is confirmed, your access and any Users' access to the Poodll NET Services including Poodll NET Sites may be suspended until we receive confirmation of payment.
 6. Payment is due on the date stated in the invoice. If your nominated payment method is declined we'll notify you and automatically re-try for up to 10 days. If payment isn't made within 10 days, your service may be suspended until payment is made or your site is deleted.
 7. All amounts are stated in US dollars.
 8. Our pricing structure or payment methods may be amended from time to time at our sole discretion.
8. CANCELLATION OF Poodll NET SERVICES
1. You may delete your Poodll NET Site, cancel your Paid Package Service, cease using a Third Party Product or terminate your Account and these Terms via the Portal. If you cancel your Paid Package Service or Third Party Product, your access to and use of the Paid Package Service or Third Party Product (as applicable) will be terminated at the end of the billing cycle, and automatic payments will cease at the end of the month or year that we are notified of your intention to terminate.
 2. It is your responsibility to retrieve all relevant Data from your Account and Portal prior to termination.
 3. We may terminate these Terms immediately, at our sole discretion, if:
 1. you breach any of these Terms and do not remedy the breach within 7 days after receiving notice of the breach if the breach is capable of being remedied;
 2. we consider that a request for Package Service or access to Poodll NET Services is inappropriate, improper or unlawful;
 3. where there is an Insolvency Event;
 4. we consider that the working relationship has broken down between the Parties including a loss of confidence and trust; or
 5. for any other reason outside our control which has the effect of compromising our ability to provide you with the required Poodll NET Services within a required timeframe.

4. On termination of your Account, Package Service or these Terms, we may retain your Account Information, Data or other documents (including copies) as required by law or regulation. You acknowledge and agree to authorise us to retain or destroy such documents upon termination of these Terms or your Account and in accordance with any applicable statutory periods.

9. REFUND POLICY

1. We may provide you with a refund of any Fees on a case-by-case basis and solely at our discretion including if the Poodll NET Services or Website is unavailable for more than 7 days.

10. USER OBLIGATIONS

1. You warrant that all information provided to us is true, accurate and complete.
2. You acknowledge and agree you are responsible for how the Users use the Poodll NET Services and that:
 1. you and each User uses the Poodll NET Services at your own risk;
 2. all usernames and passwords required to access the Poodll NET Services are kept secure and confidential;
 3. if there is any unauthorised use of your password or any other breach of security, you will immediately notify us of such activity;
 4. the accessibility and reliability of the Poodll NET Services is dependent upon your and each User's choice of web-browser, internet connection, Device, Device operating system other hardware and their settings;
 5. it is your responsibility to determine that the Poodll NET Services meet your needs and your business and are suitable for the purposes for which the Poodll NET Services are used;
 6. you are responsible for obtaining any consents, licences, permits and permissions from other parties as required for the Poodll NET Services to be provided including content within your Poodll NET Site, at your cost, and for providing us with the necessary consents, licences and permissions upon request; and
 7. you will cooperate with us and provide us, as reasonably requested by us from time to time, with information about your Device and/or access to your Data as is reasonably necessary to enable us to perform the Poodll NET Services and comply with these requests in a timely manner.
3. You acknowledge and agree that:
 1. each User is authorised to use the Poodll NET Services and access or input any Data, Account Information or other information they input into the Poodll NET Site or provide to us as required for the Poodll NET Services;

2. you will procure each User to use the Poodll NET Services in a lawful manner and in accordance with these Terms;
3. each User will keep any and all usernames and passwords required to access the Poodll NET Services secure and confidential;
4. Poodll NET Services may include third party products and services. Your use of Poodll NET Services may be subject to additional contracts or terms with such third parties (Third Party Contract). Where a Third Party Contract is in place, you acknowledge and agree any Third Party Contract(s) is solely between you and the third party.
4. You may use the Poodll NET Services on behalf of others or in order to provide services to others but if you do so you must ensure that you are authorised to do so and that all persons for whom or to whom services are provided comply with and accept these Terms as they apply to you.
5. We are not responsible to any person or entity other than you and nothing in these Terms confers, or purports to confer, a benefit on any other person or entity. If you use the Poodll NET Services on behalf of or for the benefit of any third party, you agree that:
 1. you are responsible for ensuring that you have the right to do so;
 2. we do not warrant the fitness for purpose or suitability of the Poodll NET Services for such third party's purposes and third parties may not rely on us for any purpose;
 3. you are responsible for authorising any person who is given access to your Data, and you agree that we have no obligation to provide any person or entity with access to such Data without authorisation from you and may refer any requests for access to the Data to you to address; and
 4. you will indemnify us, on first demand, against any and all claims, expenses, liabilities or losses arising out of in connection with our refusal to provide any persons with access to your Data in accordance with these Terms or us making Data available to any person with authorisation from you.
6. You remain solely responsible for complying with all applicable laws. It is your responsibility to ensure that the storage of and access to your Data via the Poodll NET Services and Website comply with laws which are applicable to you, including any laws requiring you to retain records of your Data.
7. Each User must have their own safeguards and back-up processes in place to recover from any failures or loss of Data which might occur whilst using the Poodll NET Services and protecting the confidentiality of your Data with suitable management procedures, as you may see fit.

11. PROHIBITED USE

1. You acknowledge and agree that you and each User will not:
 1. attempt to circumvent or disable the Website or any technology features or measures in the Website by any means or in any manner;
 2. attempt to modify, copy, adapt or reproduce the Website or Poodll NET Services except as necessary to use it for normal operation;
 3. distribute, encumber, sell, rent, lease, sub-licence, or otherwise transfer, publish or disclose the Poodll NET Services to any third party (except as permitted under these Terms);
 4. remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels on the Website or used in connection with the Website or Poodll NET Services;
 5. use the Website or Poodll NET Services in any manner to aid in the violation of any third party Intellectual Property, including but not limited to another's copyrights, trade secrets, and patents;
 6. take any action that interferes, in any manner, with our rights with respect to the Website or Poodll NET Services;
 7. upload any products or services offered by third parties, including any plugins other than providing access to an externally-located Third Party product through selecting an activity within a course using the **external tool feature**;
 8. attempt to undermine the security or integrity of the Poodll NET Services, Websites, Poodll NET Sites, servers, computing systems or a third party's computing systems and networks hosting the Website and Poodll NET Services;
 9. use, or misuse, the Poodll NET Services and Website in any way which may impair the functionality of the Website, Service or cloud systems used to deliver the Poodll NET Services and Website or impair the ability of any other user to use the Poodll NET Services and Website;
 10. attempt to gain unauthorised access to any materials other than those to which you have been given express permission to access; and
 11. transmit, or input into the Website, any files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including any content protected by copyright or trade secrets which you do not have the right to use).
2. You must not, and you must ensure each User does not, post, upload, publish, submit or transmit any content that:
 1. infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;

2. is fraudulent, false, misleading or deceptive;
 3. denigrates us, the Website, the Portal, any Poodll NET Sites or Poodll NET Services;
 4. violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
 5. is defamatory, obscene, pornographic, vulgar, offensive, promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
 6. is violent or threatening or promotes violence or actions that are threatening to any other person; or
 7. promotes illegal or harmful activities or substances.
3. Title, ownership rights and Intellectual Property rights in and to any content displayed on the Website or Poodll NET Services, or accessed through the Website, Poodll NET Sites or Poodll NET Services, are the property of the applicable content owner and may be protected by applicable copyright or other law. These Terms give you no rights to such content or rights to any content which you do not own.
 4. You acknowledge that any breaches of this clause may lead to termination of these Terms.

12. PRIVACY NOTICE

1. You will be taken to have read the terms of the Privacy Notice when you accept these Terms.

13. INTELLECTUAL PROPERTY

1. Title to, and all Intellectual Property rights in the Poodll NET Services, Website and Poodll NET Sites, and any documentation relating to the Website and Poodll NET Services, remain our property and the property of our successors and permitted assigns. Your right to use such Intellectual Property is subject to the terms of these Terms.
2. Subject to these Terms, we grant you a personal, non-exclusive, non-transferable, limited, revocable, sub-licensable licence to use and access the Poodll NET Sites for your own personal, commercial and/or non-commercial use in accordance with these Terms, and not to use the Poodll NET Site, Website or any Poodll NET Services in any other way or for any other purpose, apart from those permitted by fair dealing under copyright laws or corresponding local foreign act. This right to use and access the Poodll NET Site is licensed rather than sold to you. You must not use the Poodll NET Sites other than in accordance with these Terms and you are not to sublicense for a fee or your commercial gain.
3. You grant us a non-exclusive, worldwide licence to use any Intellectual Property which subsists in the Data you provide in connection with the use of your Account and the provision of the Poodll NET Services, including copyright in any third party logos or other materials.

4. Title to and all Intellectual Property rights in any Data you input into Poodll NET Services and Website remain your property. However, if you have a Paid Package Service, your access to the Data and continued use of Poodll NET Services, Website and any Poodll NET Sites is contingent on annual payments of your Paid Package Fee.
5. You grant us a licence to use, copy, transmit, store, and back-up your information and Data for the purposes of enabling you to access and use the Poodll NET Services and Website and for any other purpose related to provision of Poodll NET Services and Website to you and the performance of our obligations under these Terms.

14. FEEDBACK AND DISPUTE RESOLUTION

1. Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about Poodll NET Services or Website, please contact us using the relevant contact form as set out on the Website.
2. If there is a dispute between the Parties in relation to these Terms, the Parties agree to the following dispute resolution procedure:
 1. The complainant must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The Parties agree to meet in good faith to seek to resolve the dispute by agreement between them (Initial Meeting).
 2. If the Parties cannot agree how to resolve the dispute at the Initial Meeting, any Party may refer the matter to a mediator. If the parties cannot agree on who the mediator should be, the dispute shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce and under the laws of Japan by one or more arbitrators appointed in accordance with the said Rules. In which case:
 1. The seat, or legal place, of arbitration shall be Tokyo, Japan.
 2. The language to be used in the arbitral proceedings shall be English.
 3. The Parties must attend the mediation in good faith, to seek to resolve the dispute.
3. Any attempts made by the Parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the Parties under these Terms, by law or in equity.

15. LIMITATION OF LIABILITY AND DISCLAIMERS

1. The Parties agree that to the fullest extent applicable, our liability for the Poodll NET Services provided via the Website is governed solely by the Japanese Law.
2. You acknowledge that although we will take reasonable steps to ensure that the Poodll NET Services will be fit for the purposes as advertised, we do not guarantee that:
 1. the Poodll NET Services or Website will meet your requirements as the functionality of the Poodll NET Services and Website is dependent configuration on your Device and other components;
 2. the Website and Poodll NET Services will work in each of your desired use case scenarios; and
 3. the Website or Poodll NET Services can be executed on every operating system, as it is impossible to test each variant.
3. The Poodll NET Services use third party services including third party hosting services which are provided without any sort of warranties, and we cannot ensure that these third party hosting services are provided free of defect or without interruption.
4. We do not warrant that use of Poodll NET Services or Website will be uninterrupted or error free. The operation of Poodll NET Services and Website is dependent on public telephone services, computer networks, the Internet, which can be unpredictable and may from time to time interfere with the use of the Poodll NET Services and Website. We accept no responsibility for any such interference or prevention of your use of the Poodll NET Services or Website.
5. All risk arising out of the use or performance of Poodll NET Services and Website remains with you. You understand and agree that the use of the Poodll NET Services, Website, material or data downloaded or otherwise obtained through the use of the Poodll NET Services, is at your own discretion and risk and that you will be solely responsible for any infections, contaminations or damage to your computer, system or network. We are not responsible or liable for delays, inaccuracies, errors or omissions arising out of your use of the Poodll NET Services and Website, any third party software or operating system.
6. To the maximum extent permitted by law, we and our licensors disclaim all warranties, express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose and non-infringement of third party intellectual property rights or lack of viruses, for the Poodll NET Services or Website. In no event will we or our licensors be liable for any consequential, incidental, indirect, special, punitive, or other damages whatsoever arising out of these Terms, the use of or inability to use the Poodll NET Services or Website, even if we were advised of the possibility of such damages.

7. You acknowledge that we may pursue any available equitable or other remedy against you as a result of a breach by you of any provision of these Terms.
8. We or our licensors' liability for breach of any of its obligations under these Terms for the Poodll NET Services or Website, or breach of any warranty implied by law, will be limited, to the extent permitted by law, to the total price paid by you for the Poodll NET Services. Our total liability to you for all damages in connection with the Poodll NET Services will not exceed the price paid by you under these Terms for the 12 months period prior to the act which gave rise to the liability. The foregoing limitations, exclusions and disclaimers will apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.
9. You acknowledge and agree that we will not be liable for any non-compensatory damages including punitive, aggravated, multiple, exemplary, liquated or any other non-compensatory damages or the consequences of non-payment.

16. INDEMNITY

1. You will be liable for and agree to indemnify, defend and hold us harmless for and against any and all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from: (i) any information that is not accurate, up to date or complete or is misleading or a misrepresentation; (ii) any breach of these Terms; (iii) and any misuse of the Poodll NET Services or Website; from or by you, your users, your employees, contractors or agents.
2. You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of the Poodll NET Services including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us.
3. The obligations under this clause will survive termination of these Terms.

17. NOTICE

1. Any notice required or permitted to be given to the User under these Terms will be addressed to the User at the email address provided by the User.

18. RELATIONSHIP OF PARTIES

1. Neither Party is authorised to bind the other Party in any way without prior written consent of the other Party.
2. The Parties acknowledge and agree that they will not seek to bind the other Party other than with the prior written consent of the other Party.

19. RIGHTS OF THIRD PARTIES

1. Any person or entity who is not a party to these Terms has no right to benefit under or to enforce any of these Terms.

20. ASSIGNMENT

1. These Terms are personal to you. You must not assign or deal with the whole or any part of its rights and/or obligations under these Terms without our prior written consent.
2. Any purported dealing in breach of this clause is of no effect.

21. WAIVER OR VARIATION OF RIGHTS

1. Any failure or delay by us in exercising a power or right (either wholly or partially) in relation to these Terms does not operate as a waiver or prevent us from exercising that power or right or any other power or right.
2. We are not liable to you for any loss, cost or expense that may have been caused or contributed to by the failure, delay, waiver or exercise of a power or right.

22. POWERS, RIGHTS AND REMEDIES

1. Except as expressly stated to the contrary in these Terms, the powers, rights and/or remedies of a Party under these Terms are cumulative and are in addition to any other powers, rights and remedies of that Party. Nothing in these Terms merges, extinguishes, postpones, lessens or otherwise prejudicially affects any power, right, or remedy that a Party may have at any time against the other Party to these Terms or any other person.

23. FORCE MAJEURE

1. If performance of these Terms or any obligation under these Terms is prevented, restricted, or interfered with by causes beyond either party's reasonable control (Force Majeure), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders of acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

24. CONSENTS AND APPROVALS

1. Where these Terms provide that a Party may conditionally or unconditionally give or withhold any consent or approval in relation to any matter in these Terms, that Party may in its absolute discretion,

and without being obliged to give reasons for doing so, withhold any consent or approval or give consent or approval conditionally or unconditionally.

25. FURTHER ASSURANCE

1. Each Party must from time to time and in a timely manner do all things reasonably required of it by another Party to give effect to these Terms.

26. ENFORCEABILITY

1. If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provisions in question will not be affected.

27. ENTIRE AGREEMENT AND UNDERSTANDING

1. The date of these Terms is the date that these Terms are accepted by the User.
2. In respect of the subject matter of these Terms:
 1. these Terms contain the entire understanding between the Parties; and
 2. all previous oral and written communications, representations, warranties or commitments are superseded by these Terms and do not affect the interpretation or meaning of these Terms.

28. GOVERNING LAW AND JURISDICTION

1. These Terms are governed by the laws of Japan. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Japan.

29. DEFINITIONS

Insolvency Event means the occurrence of any of the following events in which a Party:

1. is unable to pay its debt as they fall due;
2. makes or commences negotiation with a view to making, a general rescheduling of its indebtedness, a general assignment, scheme or arrangement or composition with its creditors;
3. takes any corporate action or any steps are taken or legal proceedings are started for:
 1. its winding-up, dissolution, liquidation or re-organisation, other than to reconstruct or amalgamate while solvent on terms approved by the other Party (which approval will not be unreasonably withheld); or
 2. the appointment of a controller, receiver, administrator, office manager, trustee or similar officer of it or of any of its revenues and assets; or
4. seeks protection or is granted protection from its creditors, under any applicable legislation.

30. Intellectual Property includes any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future and

includes all copyright and analogous rights, all rights in relation to inventions (including patent rights), registered and unregistered trademarks, designs (whether or not registered or registrable), circuit layouts, trade names, trade secrets, business names, company names or internet domain names.

Contacting us

For any questions, issues or feedback, please use the contact methods as set out on the Website.

For any notices, please contact us using the details below:

Poodll Co. Ltd (Company Registration No.: 3100-01-014630)

Tagawa Building 307, Hayama 1-6-5, Nagasaki City, Nagasaki Prefecture, Japan

Email: woof@poodll.com

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