

Terms and Conditions

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and Mami's Japan (from here referred to as 'MJ'), the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, **User** or **Users** means any third party that accesses the Website and is not either (i) employed by MJ and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to MJ and accessing the Website in connection with the provision of such services.

These are the terms on which we sell all Services to you. Before placing an order on the Website, you will be asked to agree to these Terms and Conditions by clicking on the button marked 'I Agree'. If you do not click on the button, you will not be able to complete your Order. You can only purchase the Services from the Website if you are eligible to enter into a contract and are at least 18 years old.

Intellectual property and acceptable use

1. All Content included on the Website, unless uploaded by Users, is the property of MJ, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission
2. You may, for your own personal, non-commercial use only, do the following:
 - retrieve, display and view the Content on a computer screen
 - You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of MJ.

Prohibited use

1. You may not use the Website for any of the following purposes:
 - in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
 - in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
 - making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

Privacy Policy, Cookies Policy, Registration

1. Use of the Website is also governed by our Privacy Policy and Cookies Policy, which are incorporated into these terms and conditions by this reference. To view the [Privacy Policy](#) and [Cookies Policy](#), please click links.
2. When registering to use the Website you must set up a username and password. You remain responsible for all actions taken under the chosen username and password and undertake not to disclose your username and password to anyone else and keep them secret.
3. You must not allow anyone else to use your user name and password.

4. You must change your password regularly.

Availability of the Website, User Accounts and disclaimers

1. Any online facilities, tools, services or information that MJ makes available through the Website (the **Service**) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. MJ is under no obligation to update information on the Website.
2. Whilst MJ uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
3. MJ accepts no liability for any disruption or non-availability of the Website.
4. You agree that we may at any time without notice terminate your user account and delete all information stored on it
5. We reserve the right to withdraw all or part of the Website and related services at any time.
6. MJ reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.
7. The website uses current and commonly technologies. To be able to make full use of the service, the **User** must likewise use these technologies (ie. up-to-date browser technologies, Adobe Flash) and enable their use on the computer (ie. activate Java Script, enable cookies and pop-ups). If older or not commonly used technologies are used, the **User** might only be able to make limited use or no use of the service.
8. User must test the website is compatible with their computer systems using the 5-day trial before signing up a 12 months subscription. Failure to do so means we cannot guarantee the service is compatible with your computer system.
9. The website uses a number of 3rd party suppliers to host and facilitate it. MJ cannot be responsible for any disruption, loss, damage or theft to the **User** caused by these 3rd party suppliers.

Payment and Subscriptions

1. The description of the Services in our website does not constitute a contractual offer to sell the Services. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.
2. The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.
3. A Contract will be formed for the Services ordered only when you receive an email from us confirming the Order (**Order Confirmation**). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it (ie the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contract and before performance begins of any of the Services.
4. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
5. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, eg by giving you rights as a business.

6. The fees (**Fees**) for the Services and any other charges is set out on the Website at the date we accept the Order or such other price as we may agree in writing.
7. Fees and charges include VAT at the rate applicable at the time of the Order
8. You must pay by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Services.
9. Payment is processed using PayPal. Our company is not responsible for any additional fees, mistakes or financial loss or damages incurred during or after the payment process.
10. Unless stated otherwise, all paid subscriptions are for a 12 month period.
11. You can normally cancel this contract within 14 days, however cancellation may not be possible due to the nature of some offers and promotions. If this is the case then 'no cancellation / no refunds' will be stated in the promotion.
12. Where refunds / cancellations are possible the cancellation period will expire 14 days from the day the Contract was entered into (ie the **User** signed up to the service).
13. To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision (eg email). In any event, you must be able to show clear evidence of when the cancellation was made.
14. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Limitation of liability

1. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
2. Will not be liable to you for any loss or damage of any kind.
3. We will not be liable to you in respect of any losses arising out of events beyond our control.
4. We are not liable for any data that you lose either as a result of accessing the service or during completion of any actions on the website. It is your responsibility to ensure that you regularly save and back up all data which you hold on the computer from which you are accessing the course, and all data that you are inputting when completing the course.
5. We are not liable for any losses, damage or theft resulting from hacking, viruses, DNS attacks or any other malicious attacks carried out on our website.
6. We are not liable for any losses, damage or theft resulting from accidental disclosure of personal information from our website.
7. We use HTTPS and secure passwords, but cannot guarantee the security of your personal details in light of malicious attacks, including, but not limited to, hacking, viruses, theft, DNS attacks on our website.
8. Technical support is not provided for this course. Neither is 1-to-1 tuition, unless otherwise stated.
9. To the maximum extent permitted by law, MJ accepts no liability for any of the following:
 - any business losses, such as loss of profits, loss of earnings, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
 - loss or corruption of any data, database or software;
 - any special, indirect or consequential loss or damage.

General

1. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
2. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.
3. These terms and conditions together with the [Privacy Policy](#) and [Cookies Policy](#) contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
4. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.
5. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
6. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
7. These terms and conditions will be governed by and interpreted according to English law. All disputes arising under these terms and conditions will be subject to the exclusive jurisdiction of the English courts.