

MatsuLi Apps - Terms and Conditions

The following terms and conditions ("T&C") apply to the free download of our app ("App") by you. The App is provided by The POD inc, Meguro, Tokyo, Japan ("POD").

1 Subject matter of the contract

1.1 Subject matter of these T&C is the provision of the App by The POD to you for an unlimited period of time. The App enables you to find various traditional and local festivals on the map.

1.2 The use of the App is free of charge.

2 Conclusion of contract

The contract for the use of the App is concluded when you click the "Download" or "Install" button on the product description page in the respective App Store and install the App.

3 Your obligations

3.1 You may only use the App in accordance with applicable law and these T&C.

3.2 You have to comply with all further restrictions set out in the terms and conditions of the relevant app store from which you have downloaded the App.

4 Copyright and intellectual property

4.1 POD grants you a personal, non-exclusive, non-transferable, non-sublicensable, perpetual, worldwide license to use the App as offered by POD in accordance with these T&C. Any further rights under applicable copyright laws (e.g. to make backups of the app) remain unaffected.

4.2 All rights regarding the content you upload to be translated remain with you. However, you authorize us to use the content you upload within this app so that others can get useful information.

5 Remuneration

The use of the App is free of charge.

6 Warranty

6.1 POD will use best efforts to provide and operate the App.

6.2 POD shall only provide warranty for defects that POD has fraudulently concealed.

6.3 You shall support POD free of charge in remedying any defects and in particular provide POD with all necessary information which POD requires to analyze and remedy the defects.

6.4 POD is entitled to modify (e.g. cancel, reduce, restrict, or expand) its free online services at all times and at its own discretion.

7 Liability

POD is only liable for intent or gross negligence as well as for direct and actually occurring normal damages to life, body or health.

8 Final provisions

8.1 These T&C are governed by Japanese law.

8.2 For any disputes arising out of or related to these Terms, the Tokyo Summary Court or Tokyo District Court shall have the exclusive jurisdiction of the first instance.

2023/10/9 enactment