

Website Terms of Use

Legal Information

COMET is a marketplace created by Equativ Japan KK was incorporated the 27th of November 2024 with the Corporate No 0200-01-160428. Registered by c/o Shimada & Associates International Tax Consulting Office, Salute Bldg., 8F, 72 Yoshida-machi, Naka-ku, Yokohama-shi, Kanagawa.

Access to Website services

Equativ Japan KK manages the Website <https://discovercomet.jp/> (hereinafter, the "Website") which includes web pages that provide information and content with informative and consultation services, as well as other services such as hyperlinks to other websites.

Access to the Website is free of charge except for the cost of connecting to the telecommunications network, which is charged by the service provider contracted by the Users.

The use of the Website confers the status of Website User (hereinafter, the "User") and implies acceptance of all the terms and conditions included in this Legal Notice. The provision of the Website service has a limited duration whenever the User is connected to the Website or to any of the services it provides. Therefore, the User must carefully read this Legal Notice whenever they intend to use the Website, as the Terms & Conditions of Use contained in this Legal Notice may be subject to change.

The Website reserves the right to make, at any time and without prior notice, any changes or updates to the content and services, the Terms & Conditions of Use, and any element of the design and configuration of the Website.

Registration Requirement

In general, User registration is not necessary in order to access the services and content of the Website. However, the use of certain services and content may be subject to prior User registration.

Terms & Conditions of Use of the Website.

General

The User undertakes to use the Website appropriately in accordance with the law and this Legal Notice. The User shall be liable to Equativ Japan KK or to third parties for any damages which may be caused as a result of any breach of this obligation.

The use of the Website for purposes which may damage the property or interests of Equativ Japan KK or third parties is explicitly prohibited. The User undertakes, as the sole and exclusive liable party, to use the services provided by Equativ Japan KK in accordance with the Law of Japan, these Terms & Conditions of Use and their respective updates, as well as in accordance with the generally accepted rules of good faith, morality, and public order.

Content

The User agrees to use the Content in accordance with the Law of Japan and these Terms & Conditions of Use. The User acknowledges and accepts that the use of the content and/or services provided by the Website shall be at their own risk and/or liability.

The User agrees to use the Website and all content and services as provided by the Law of Japan, morality, public order, and these Terms & Conditions of Use. Likewise, the User undertakes to make appropriate use of the services and/or content of the Website and not to use them for illegal or criminal activities which violate the rights of third parties, and/or which violate regulations on intellectual and industrial property, or any other applicable legal standards.

The User undertakes not to transfer, introduce, disclose, or make available to third parties any type of material and information (data, content, messages, drawings, sound and image files, photographs, software, etc.) which is unlawful, immoral, or in breach of public order and of these Terms & Conditions of Use. Including but not limited to or excluding the following, the User undertakes to refrain from:

Entering or distributing content or propaganda of a racist, xenophobic, or pornographic nature, or which is sympathetic to terrorism, or which violates human rights. Entering or distributing data programs (viruses and harmful software) onto the network which may cause damage to the computer systems of the service provider, its suppliers, or third-party Users of the Internet. Distributing, disclosing, or making available to third parties any information, item, or content violating fundamental rights and liberties. Transmitting unsolicited or unauthorised advertising, advertising material, junk mail, chain letters, pyramid schemes, or any other form of solicitation, except in areas (such as commercial spaces) that have been exclusively conceived for it. Entering or spreading any false, ambiguous, or inaccurate information or content so as to mislead the recipients thereof. Impersonating other Users by using their passwords to access the services and/or content of the Website.

Distributing, disclosing, or making available to third parties any information, item, or content violating the intellectual and industrial property rights, patents, trademarks or copyrights which apply to the owners of the Website or to third parties. Distributing, disclosing, or making available to third parties any information, item, or content violating the secrecy of communications and regulations on personal data.

Disclaimer

Equativ Japan KK does not guarantee that the information on this Website is correct, up-to-date, or complete. As a result, this Website may contain technical inaccuracies or typographical errors. Equativ Japan KK assumes no liability for updating this Website to keep information up-to-date, nor does it guarantee that the information published is accurate or complete. Therefore, the User must confirm that the information published is accurate and complete before making any decision related to any service or content described on this Website.

Access to the Website does not entail an obligation by Equativ Japan KK to ensure the absence of viruses, worms, or any other form of malware. In any event, the use of adequate tools to detect and disinfect harmful computer programs is the responsibility of the User. Equativ Japan KK accepts no liability for any harm caused to users' or third parties' computer equipment during the provision of the Website services.

Access to the Website requires services and supplies from third parties, including transfers via telecommunications networks whose reliability, quality, continuity, and functioning do not correspond to Equativ Japan KK. Therefore, the services provided via the Website may be suspended, cancelled, or rendered inaccessible, prior or simultaneously to the provision of the Website service.

Equativ Japan KK will not be held liable for damages of any kind caused to the User as a result of a failure or outage of any telecommunications network which may suspend, cancel, or interrupt the Website during or prior to service.

Regarding content and services linked via the Website

The Website access service includes technical links, directories, and search tools which allow the User to access other websites (hereinafter, "Linked Websites"). In these cases, Equativ Japan KK acts as an intermediary service provider in accordance with Article 17 of Law of Japan 34/2002 of 12 July on Information Society Services and Electronic Commerce (LSSI, in its Spanish acronym) and shall only be liable for the content and services provided on Linked Websites whenever it has actual knowledge of any illegality and has not disabled the link using due diligence.

If the User considers that there is illegal or inappropriate content, they may notify:

Equativ Japan KK incorporated
Salute Bldg., 8F, 72 Yoshida-machi
Naka-ku, Yokohama-shi, Kanagawa

Under no circumstances does such notification entail the obligation to remove the corresponding link.

Privacy Policy

The User may obtain information about the personal data that we process on this Website via the link to the Privacy Policy.

Information about Cookies

We have created a specific section where the User can find all the information regarding the use of cookies: Cookie Policy.

Null or void clauses

If any clause included in these General Terms & Conditions were to be declared fully or partially null or void, this shall only affect said clause or the part thereof which is deemed null or void. All other Terms & Conditions of Use shall remain in force with only said clause or part thereof being affected.

Applicable law and competent jurisdiction

Services contracted via Equativ Japan KK are subject to Japanese legislation. In the event of any conflict or discrepancy, the jurisdiction of the courts and tribunals of Tokyo shall be applicable, the parties waiving any other jurisdiction for the interpretation and fulfilment of this contract, or any future contract for any reason.

Amendments to these Terms & Conditions of Use and duration

Equativ Japan KK may amend these Terms & Conditions of Use at any time by publishing them as they appear herein. These Terms & Conditions of Use shall remain valid for as long as they are displayed and until they are amended by other duly published Terms & Conditions of Use.