

Keiko Terms of Service

Last updated: 17 July 2025

1. Introduction

Welcome to Keiko, a martial arts club management Software-as-a-Service ("Service") operated by Keiko Pty Ltd, a company registered in Victoria, Australia ("Keiko," "we," "us," or "our"). These Terms of Service ("Terms") govern your access to and use of Keiko's website administration platform and mobile applications (collectively, the "Platform"). By creating an account, accessing, or using the Platform, you agree to be bound by these Terms and our Privacy Policy.

2. Definitions

- **Account:** Your registered user account used to access the Platform.
- **Administrator:** A business owner or manager who registers and uses the Platform to manage their martial arts club.
- **Member:** An individual (e.g., student, parent/guardian) who registers for a club's classes or membership plans through the Platform.
- **Content:** All text, files, graphics, images, and other materials provided by you or through your Account.
- **Subscription:** A paid plan under which an Administrator pays fees to use the Service.
- **Services:** The Platform features made available by Keiko under these Terms.

3. Eligibility and Registration

3.1. **Eligibility.** You must be at least 18 years old and capable of entering into legally binding contracts to register an Administrator Account.

3.2. **Registration Information.** When registering, Administrators must provide accurate, current, and complete information, and promptly update any changes.

3.3. **Account Security.** You are responsible for maintaining the confidentiality of your Account credentials and for all activities conducted under your Account. Notify us immediately of any unauthorized use.

4. Services and License

4.1. **Provision of Services.** Subject to these Terms and payment of applicable fees, Keiko grants Administrators a limited, non-exclusive, revocable, non-transferable license to access and use the Platform for managing martial arts clubs worldwide.

4.2. **Modifications.** We may modify, suspend, or discontinue the Services (or any part thereof) at any time, with or without notice.

5. Fees and Payment

5.1. **Subscription Plans.** We offer multiple Subscription plans with varying features and fees displayed on our website.

5.2. **Billing Cycle.** Fees are charged in advance on a monthly or annual basis, based on your chosen plan.

5.3. **Payment Methods.** We accept credit/debit cards and other payment methods as indicated on the Platform.

5.4. **Taxes.** All fees are exclusive of applicable taxes, which you are responsible for paying.

5.5. **Failure to Pay.** If payment fails, we may suspend or terminate your Account and access to the Service.

6. Cancellation and Termination

6.1. **Cancellation by You.** You may cancel your Subscription at any time through the Platform. Cancellation becomes effective at the end of the current billing period; no refunds for partial periods.

6.2. **Termination by Keiko.** We may terminate or suspend your Account and access to the Service for any reason, including breach of these Terms.

6.3. **Effect of Termination.** Upon termination, your right to access the Service ends. We may delete or anonymize your Content according to our Data Retention Policy.

7. User Content

7.1. **Ownership.** You retain all rights in your Content. You grant Keiko a worldwide, royalty-free license to host, store, transmit, and display your Content to provide the Service.

7.2. **Responsibility.** You represent and warrant that you have all rights necessary to submit your Content and that it does not infringe third-party rights or violate applicable laws.

7.3. **Removal.** We may remove or disable Content that violates these Terms or is infringing.

8. Privacy and Data Protection

8.1. Our Privacy Policy describes how we collect, use, and disclose personal information. By using the Platform, you agree to the Privacy Policy.

8.2. **Data Hosting.** We host data in Australia and may transfer data to other countries in compliance with applicable data protection laws, including the Australian Privacy Act 1988 and, where applicable, the EU General Data Protection Regulation (GDPR).

9. Intellectual Property

9.1. **Keiko IP.** All trademarks, logos, and content on the Platform, excluding your Content, are owned by Keiko or its licensors. No rights are granted except as expressly provided herein.

9.2. **Feedback.** You may provide feedback or suggestions ("Feedback"). You grant Keiko a perpetual, irrevocable, royalty-free license to use and incorporate Feedback without restriction.

10. Confidentiality

Each party agrees to protect the other party's confidential information with at least the same degree of care it uses to protect its own confidential information.

11. Warranties and Disclaimers

11.1. **No Warranty.** Except as expressly provided, the Service is provided "as is" and "as available". Keiko disclaims all warranties, whether express, implied, statutory or otherwise, including merchantability, fitness for a particular purpose, and non-infringement.

11.2. **Third-Party Services.** The Service may integrate with third-party services. We are not responsible for third-party services or their privacy practices or reliability.

12. Limitation of Liability

To the maximum extent permitted by law, Keiko's total liability for any claim arising out of or relating to these Terms or the Service shall not exceed the total fees paid by you in the six months preceding the claim. In no event shall Keiko be liable for any indirect, incidental, special, punitive, or consequential damages.

13. Indemnification

You agree to indemnify, defend, and hold harmless Keiko and its officers, directors, employees, and agents from any claim, liability, damages, or expenses arising out of your use of the Service or violation of these Terms.

14. Governing Law and Dispute Resolution

14.1. **Governing Law.** These Terms are governed by the laws of the State of Victoria, Australia, without regard to conflict of law principles.

14.2. **Dispute Resolution.** Parties must negotiate in good faith to resolve disputes. If unresolved, disputes will be submitted to mediation in Melbourne. If mediation fails, disputes shall be finally resolved by arbitration in accordance with the rules of the Australian Centre for International Commercial Arbitration.

15. Changes to These Terms

We may update these Terms from time to time by posting a revised version on the Platform. The revised Terms take effect on the "Last updated" date. Continued use after that date constitutes acceptance.

16. Contact Information

If you have questions about these Terms, please contact us at:

Keiko Pty Ltd Level X, Example Street Melbourne VIC 3000, Australia Email: support@keiko.com.au Phone: +61 3 1234 5678

17. Entire Agreement

These Terms, together with our Privacy Policy and any orders or policies referenced herein, constitute the entire agreement between you and Keiko regarding the Service and supersede all prior agreements.

Keiko – Empowering Martial Arts Clubs Worldwide