

Terms of Service (Luggage Transportation)

These Terms of Service (hereinafter referred to as the "Terms") set forth the conditions for using the luggage transportation service (hereinafter referred to as the "Service") provided by Porter Express Co., Ltd. (hereinafter referred to as the "Company") as well as the rights and obligations between the Company and the User of this Service. To use this Service, you must agree to these Terms. If you use this Service, you are deemed to have agreed to these Terms.

Article 1 (Application)

1. These Terms apply to any relationship between the User and Company regarding the use of the Service.
2. In the event that the Company's explanation of using the Service outside of these Terms and Conditions differs from the contents of these Terms and Conditions, the provisions of these Terms and Conditions shall prevail.

Article 2 (Registration)

When using this Service, the applicant for registration shall register using the method specified by the Company.

Article 3 (Contents of This Service and Our Role)

1. The User shall use this Service after accepting the contents of this Service and our role.
2. This Service is a freight forwarding business in which the User and the Company, which is a freight forwarding carrier, conclude a transportation contract and the Company outsources the transport to a carrier.
3. The User has a transportation contract with the Company, not with the carrier.
4. It may not be possible to respond to all requests from Users for reasons such as the outsourced carrier being in peak demand.

Article 4 (Attribution of Rights)

All intellectual property rights relating to our website and this Service belong to our Company or those who have licensed our Company.

Article 5 (Transportation Contract)

1. The transportation contract for this Service shall be concluded when the User applies for this Service to the Company, completes the fee settlement, and deposits the luggage at the counter designated by the Company.
2. Regarding the transportation contract between the Company and the User, the Conditions of Transportation for Standard Carriage Vehicles (Notification No. 579 of the Ministry of Transport, 1990, and the last revision of Notification No. 967 of the Ministry of Land, Infrastructure, Transport and Tourism, 2017) shall apply.

Article 6 (Cancellation of Transportation Contract)

Even after the transportation contract is concluded, the Company shall be able to cancel the transportation contract without giving notice to the User if any of the reasons in this section exist. In this case, the Company shall not be liable for any damages caused to the User.

- i. When there is a difference between the contents of the application made by the User to the Company and the status of the package actually confirmed by the contracted carrier

- ii. When there is a possibility of damage to our Company or the outsourced carrier by transporting the User's baggage

Article 7 (Usage Fee, Payment Method, Cancellation Fee)

1. The User shall pay the usage fee displayed on the website by the method specified by the Company in consideration of the use of the Service.
2. If the User cancels the Service, the following cancellation fees will be charged.
 - (i) Cancellation from the time of application completion to 5:00 AM on the day of collection: 5% of the settlement amount
 - (ii) Cancellation after 5:00 AM on the day of collection: 100% of the settlement amount
 - (iii) Cancellation without prior notice: 100% of the settlement amount

Article 8 (Luggage)

1. Transportable Luggage

Luggage that can be transported with this Service is limited to those packed in suitcases, backpacks, paper bags and cardboard boxes.

2. Prohibited Carriage

- (i) Items that are not properly packed
- (ii) Luggage for which the value exceeds 300,000 yen per package
- (iii) Cash
- (iv) Explosives, flammables and other hazardous substances
- (v) Poisons and deleterious substances
- (vi) Living pathogens, items containing living pathogens or items that are found to have living pathogens attached
- (vii) Items for which movement or distribution are prohibited by law
- (viii) Animals
- (ix) Items that contain personal information
- (x) Items listed as prohibited carriage on our website separately from this section

Article 9 (Prohibitions)

The following acts are prohibited when the User uses this Service.

1. Acts that violate laws, public order or morals
2. Acts related to criminalism
3. Acts that destroy or interfere with the function of our server or network
4. Acts that may interfere with the operation of our Service
5. Acts of collecting or accumulating personal information about other Users
6. Acts of impersonating other Users
7. Acts that directly or indirectly benefit anti-social forces in connection with our Service
8. Any other acts that the Company deems inappropriate

Article 10 (Suspension of Provision of This Service, etc.)

1. The Company may pause or suspend the provision of all or part of the Service without prior notice to the User if it is determined that any of the following events occur.
 - (i) When maintenance inspections or updates of the computer system related to this Service must be performed
 - (ii) When a computer or communication line is stopped due to an accident
 - (iii) When the provision of this Service becomes difficult due to force majeure such as earthquake, lightning, fire, power outage or natural disaster

- (iv) When we judge it is difficult to provide this Service for any other reason
2. The Company shall not be liable for any disadvantage or damage suffered by the User or a third party due to suspension or interruption of the provision of this Service, regardless of the reason.

Article 11 (Usage Restrictions and Cancellation of Registration)

1. In the following cases, the Company may restrict the use of this Service in whole or in part, or cancel the User registration without prior notice.
- (i) When you violate these Terms
 - (ii) When you register or apply for this Service using false information
 - (iii) When we judge that your use of this Service is inappropriate
2. The Company shall not be liable for any damages caused to the User due to the actions performed by the Company based on this Article.

Article 12 (Disclaimer)

Our default liability shall be waived if the damage was not caused by our intentional or gross negligence. In the event that the Company is liable for default, the Company shall only be liable within the scope of the damage that may normally occur and within the value of the package (up to 300,000 yen per package). Regarding this Service, we do not take any responsibility for any transactions, communications, disputes and such that have occurred between the User and other Users or third parties.

Article 13 (Change of Service Contents, etc.)

Our Company may change the contents of this Service or stop providing this Service without notifying the User, and we do not take any responsibility for the damage this may cause to the User.

Article 14 (Changes to Terms of Service)

The Company may change these Terms at any time without notifying the User if deemed necessary, and the changed Terms will apply to all Users.

Article 15 (Notification or Communication)

Notification or communication between the Company and the User shall be made in a manner determined by the Company.

Article 16 (Prohibition of Transfer of Rights and Obligations)

The User may not transfer his/her status, rights or obligations under these Terms to a third party or provide it as collateral without the prior written consent of the Company.

Article 17 (Language)

These Terms are written in Japanese. Even if a translation in English or any other language is created for reference, only the original Japanese text shall have effect, and the translation shall have no effect.

Article 18 (Governing Law and Jurisdiction of Agreement)

In interpreting these Terms, the laws of Japan shall be the governing law. In case of any dispute regarding this Service, the Tokyo District Court shall have exclusive jurisdiction.