terms of service

These terms of use (hereinafter referred to as "the Terms") stipulate the rights and obligations between TRAPOL LLC (hereinafter referred to as "our company") and individuals and corporations who use the travel arrangement service "Kamobi MOVE" (hereinafter referred to as "this service"), which arranges taxis, as members as defined in Article 1, Paragraph 5 of these Terms. Please note that by using this service, members are deemed to have agreed to and are using the Terms in advance.

Chapter 1 General Provisions

Article 1 (Definitions)

- 1. "Our company" refers to TRAPOL LLC, the company that operates this service .
- 2. "This Service "refers to the travel arrangement service operated by our company under the name "Kamobi MOVE. "Travel arrangement service" refers to the service in which our company provides members with travel products selected by members from the travel products posted on this website by our company.
- 3. refers to the website that provides this Service ("kanmobi-move.com") and the website of NearMe Inc. ("nearme.jp"), to which part of the operation of the Service is entrusted.
- 4. "These terms" refers to these terms of use and any special agreements other than these terms of use that we stipulate in relation to this service, the rules for handling customer information (privacy policy), various usage guides, usage precautions, help, FAQ, etc. Please read these carefully before using this service.
- 5. refers to an individual or corporation who has completed the membership registration application procedure designated by the Company to use the Service and whose registration has been approved by the Company. (The membership registration application procedure designated by the Company refers to completing the application form set forth in paragraph 9 of this Article.) Among Members, a person who reserves a travel product

- through the Service is called a "Booker," and a person who begins a trip through the Travel Arrangements Service is called a "Traveler."
- "Membership registration applicant" refers to individuals and corporations who wish to register as members in accordance with the registration procedures specified by our company.
- 7. "Registration Information" refers collectively to all information that a Member registers with this Service (including, but not limited to, e-mail address, Member ID, and password) and information that a Member registers with our other services (including, but not limited to, application platform services) that is used in connection with the use of this Service.

"Application Form" refers to the initial registration screen on this site where the member enters basic information such as their name. Article 2 (Purpose of these Terms and Conditions)

- These Terms and Conditions stipulate the contract conditions of this Service and apply to all members of this Service, whether paid or free of charge.
- 2. In order to use this service, you must register as a member . If you do not register, you will not be able to use this service .

Article 3 (Registration)

- 1. When registering as a member , the member is deemed to have agreed to these terms and conditions . If the member does not agree to these terms and conditions, the member cannot use the service .
- 2. Members must not provide false information when registering or at any time when using the Service , and must register accurate and truthful information .
- 3. If any of the following apply to an applicant for membership registration, he/she will not be able to register as a member. Furthermore, if the Company determines that any of the following apply to an applicant for

membership registration, the Company may not approve the membership registration.

- (1) If there is any falsehood, error, or omission in any part or whole of the registration information provided to us
 - (2) If the person is a minor , an adult ward , a person under curatorship, or a person under assistance and has not obtained the consent of a legal representative , guardian , curator , or assistant.
 - (3) When applying for membership registration, if the applicant is already a member of this service
 - (4) If the applicant for membership registration has previously been subject to measures such as the suspension of membership, forced withdrawal, or restrictions on the use of the Service by our company.
 - (Five) If a dispute (including not only lawsuits but also any other trouble such as complaints or claims, etc.) has arisen between the applicant for membership registration and us, another member, or a third party in the past in relation to this service, regardless of whether such dispute was caused by the applicant's intention or negligence.
 - (6) If the applicant for membership registration is currently or is at risk of violating these terms and conditions
 - (7) If the applicant for membership registration is a member of an organized crime group, a member of an organized crime group, a person who has not yet been a member of an organized crime group for five years, a quasi-member of an organized crime group, a company related to an organized crime group, a corporate racketeer, a swindler pretending to be a social activist, a crime group with specialized intelligence, a person who pursues economic gain by using violence, intimidation or fraudulent means, or a person equivalent to these (collectively referred to as "anti-social forces, etc. "), or if the applicant falls under any of the following:

with antisocial forces that is deemed to control or be substantially involved in the management of the applicant .

- ② The applicant for membership registration has a relationship that is deemed to be an inappropriate use of antisocial forces, etc. , for the purpose of obtaining wrongful benefits for himself or a third party, or for the purpose of causing damage to a third party.
- 3 The applicant for membership registration has a relationship that is deemed to be involved in providing funds or convenience to antisocial forces.
- ④ Any officer or person substantially involved in the management of the applicant for membership registration has a relationship with antisocial forces that can be socially criticized.
- ⑤ The applicant for membership registration has stated to the Company or other members that he or she or a person related to him or her is a member of an anti-social force, etc.
- (8) If there is a risk that approving the membership registration of an applicant may cause impediment to the performance of our business or technical issues.
- (9) In addition to the above, if the Company determines that registration is inappropriate
- 4. The Company shall not be liable (including but not limited to contractual and tort liability; the same applies below) for any damage, loss, expenses, etc. (including but not limited to direct, indirect, incidental, special, punitive, or consequential damage, lost profits, and attorney's fees; the same applies below) incurred as a result of a Member's violation of the provisions of this Article, regardless of whether the occurrence of such damage was foreseeable.

Article 4 (Minor Members)

This service cannot be used by anyone under the age of 16. In addition, if a minor aged 16 or over uses this service, parental consent is required, so please be sure to have your parent read these terms of use in advance

before using the service. If a minor uses this service, it is assumed that the consent of the parent or guardian has been obtained.

Article 5 (Registration Information)

- 1. the person recorded as having registered such information is using the Service.
- 2. a third party enters a Member 's registration information and uses the Service without the Member 's consent, the Company shall not be liable for any damages, losses, expenses, etc. incurred by the Member as a result of such use, regardless of whether the Company could have foreseen the occurrence of such damages.
- 3. Only the Member who genuinely registered the Registration Information may enter the Registration Information and use the Service. Members may not use the Service using the Registration Information of a third party. Furthermore, Members must not permit a third party to use the Service using the Member 's Registration Information, and must strictly manage their own Registration Information and treat it as confidential to prevent a third party from using the Service using the Member 's Registration Information.
- 4. a Member suspects that their Registration Information has been used illegally by a third party or that a security breach has occurred in the Service, they must contact the Company immediately.
- 5. If there are any changes to the details of the member registration , the member must change the details registered in accordance with the procedures specified by the Company , and the member is responsible for managing and changing the details registered so that accurate information is always registered .
- 6. If there is a change in the registered details of a member but the member does not change the registered details through the procedures specified by the Company, the Company will treat the registered details as unchanged. In addition, even if a change is made, transactions and various procedures carried out before the change may be based on the information before the change.

- 1. If a member wishes to cancel his/her membership, he/ she may cancel his/her membership by sending an email to kanmobi@trapol.co.jp stating his/her intention to cancel, and the email will be delivered to our company. However, if there are any outstanding payments or transactions at the time of the cancellation procedure, the member will not be able to cancel his/her membership. The member must smoothly proceed with and complete any outstanding payments or transactions without delay in accordance with these terms and conditions before canceling his/her membership.
- 2. If a Member falls under any of the following conditions, he/she must immediately withdraw from the Membership in accordance with the preceding paragraph. Furthermore, if the Company determines that a Member falls under any of the following conditions, the Company may suspend the Membership, forcibly withdraw the Membership, restrict the use of the Service, or take any other measures that the Company deems appropriate. Even if any damage, loss, expense, etc. is incurred by the Member or a third party as a result of such measures, the Company shall not be liable in any way, regardless of whether the Company could have foreseen the occurrence of such damage.
 - (1) If false information is provided during the membership registration process
 - (2) If you have registered multiple memberships
 - (3) If the Member has previously been subject to measures such as the suspension of membership, forced withdrawal, or restriction on the use of the Service by the Company

If a dispute has arisen between the Member and the Company, another Member, or a third party in relation to the Service in the past, regardless of whether such dispute was caused by the Member's intentional or negligent act.

- (5) If you are currently or are likely to be committing an act that violates these Terms of Use
- (6) In the case where Article 3, Paragraph 2, Paragraph 7 applies
- (7) If a dispute has arisen between the Company, another Member, or a third party in relation to the Service, regardless of whether such dispute was caused by the Member's intentional or negligent act.
- (8) If the Company determines that the Member has not used the Service for three or more years.
- (9) If the Company determines that there is a risk of fraudulent use of the registration information (including cases where the registration information has been entered incorrectly in the Service).
- (1 0) If you cancel five or more times after making a travel reservation through this service, or if we determine that you cancel frequently.
- (1 1) If maintaining a member's membership is likely to cause disruption to the Company's business operations or technical performance
- (1 2) In addition to the above, when the Company deems it necessary
- 3. When a member cancels their membership (including cases of forced cancellation based on the provisions of the preceding paragraph or other provisions of these Terms and Conditions), they will be handled as follows:
 - (1) You will no longer be able to use the Service.
 - (2) Even after a member has withdrawn from the Association, he/she cannot be relieved from the performance of any obligations that have already arisen.
 - (3) Even after a Member cancels his/her Membership, he/she will be bound by the provisions of these Terms and Conditions (including, but not limited to, the provisions regarding the Company's disclaimer of liability) with respect to acts and events prior to his/her cancellation and any events arising from them.

Four. If any of the items in Paragraph 2 of this Article occurs , the Member shall automatically lose the benefit of time for all debts owed to the Company, and shall immediately pay all debts to the Company.

Article 7 (Prohibited Acts)

1. When using the Service, Members are prohibited from engaging in the following acts:

Any act that violates laws and regulations (including the laws and regulations of a country other than Japan, if applicable; the same applies below) or these Terms of Use.

- (2) Any act that aids, solicits, coerces or encourages the violation of laws, regulations or these Terms of Use.
- (3) Any act that violates public order, morals or common sense.
- (4) Any act that infringes on the copyrights or other intellectual property rights, honor, social credibility, privacy, portrait rights, publicity rights, or any other rights or interests of others.
- (5) Any act that causes mental, economic or other damage to the Company, other members or third parties.
- (6) Sexual, obscene, or violent acts and expressions, or other acts that cause discomfort or have a negative impact on members or third parties
- (7) Any act that may lead to discrimination
- (8) Any act of fraud, violence, or threatening language
- (9) Any act that aids, solicits, coerces, or encourages suicide, group suicide, self-injury, illegal drug use, or illegal drug use, etc.
- (10) Any act that constitutes solicitation for multi-level marketing or pyramid schemes
- (11) Any act aimed at advertising or promoting products or services other than the Service

- (1 2) Any act that violates the purpose of this Service or these Terms and Conditions, or that interferes with the operation of this Service
- (1 3) Pretending to be someone other than yourself and impersonating someone else
- (1 4) Using the Service with the registration information of another person
- (1 5) The act of transmitting or posting personal information of others (including real names, addresses, email addresses, and telephone numbers) on this Service, other services, or publicly
- (1 6) Any act of using all or part of the content, data, information, systems, functions, programs, etc. of the Service outside of the Service
- $(1\ 7)$ Registering false information (such as boarding or disembarking locations, number of travelers, number of pieces of luggage, or the member's age) when using the Service
- (18) Any act that interferes with the security of this service
- (19) Any act that adversely affects the functioning of computer equipment, lines, software, etc., such as the transmission of computer viruses
- (2 0) Any act that adversely affects the servers or networks related to this service.
- (2 1) Any act of unauthorized access to any system related to the provision of the Service by the Company
- (2 2) Accessing the Service using methods other than the interface provided by the Company
- (2 3) Any act of circumventing the technical limitations of the software and applications provided by the Service
- (2 4) Any act that exploits security holes, errors, or bugs in the systems or software related to our website

- (2 5) Deciphering the systems, software, or protocols related to our website by means of reverse engineering, disassembly, or other methods
- (2 6) Any act of tampering with or modifying the systems, software, protocols, etc. related to our website
- (27) Reproduction or secondary use of the systems, software, protocols, etc. related to our website
- (28) Providing benefits to antisocial forces
- (29) Any act that the Company determines may fall under any of the above.
- (30) Any act that is likely to aid, solicit, coerce, or encourage any of the acts listed above.
- (31) Any other conduct that the Company deems inappropriate and prohibits, including any conduct that violates these Terms of Use.
- 2. If a Member commits any of the prohibited acts listed in the preceding paragraph, the Member shall bear all responsibility, including liability for damages to the Member or a third party that suffers damage as a result of the prohibited act, regardless of whether the Member committed the act intentionally or negligently. In such case, the Company shall not be liable for any damages, losses, expenses, etc., arising from the prohibited act, regardless of whether the occurrence of such damages was foreseeable.

If the Company incurs damages, losses, expenses, etc. due to a Member 's conduct of any of the prohibited acts listed in Paragraph 1 of this Article, the Member must compensate and indemnify the Company for such damages. Article 8 (Member 's Responsibilities)

 Members shall be solely responsible for their own use of the Service and shall not cause any inconvenience or damage to other Members , third parties or the Company.

- 2. If a Member causes damage to other Members, a third party, or the Company in connection with the use of the Service, the Member must compensate for such damage at his/her own expense and responsibility and must not cause any inconvenience to or damage to the Company.
- 3. If a Member violates these Terms and Conditions or commits any fraudulent or illegal act, the Member must compensate and indemnify the Company for any damages, losses, expenses, etc. incurred by the Company.
- 4. If a dispute arises between a member and another member or a third party in relation to our services, the member must resolve the dispute at his/her own expense and responsibility. If the Company incurs damages, losses, expenses, etc. in relation to the dispute, the member must compensate and indemnify them.

Chapter 2: Provisions Concerning Travel Products

Article 9 (Travel Product Reservations)

- 1. When a member makes a reservation for a travel product through the procedures specified by our company, the member is deemed to have agreed to the separately stipulated standard travel agency terms and conditions. If the member does not agree to the terms and conditions, the member cannot use this service.
- 2. We offer packaged travel products with designated departure and arrival points and dates .
- 3. Due to the nature of this travel product being a trip involving sharing a taxi, we cannot guarantee that you will board or disembark at the specified date and time.
- 4. we shall not be liable for any damage, loss, expenses, etc. incurred by the person making the reservation or the traveler as a result of not being

able to board or disembark at the specified date and time , regardless of whether we could have foreseen the occurrence of such damage .

Chapter 3 Transactions

Article 10 (Conclusion of Contract)

- 1. To use this service, you will need to apply for membership through the application form, agree to these terms and conditions, and then apply for membership. Once we have accepted your application, you will then apply to reserve a travel product through our designated travel reservation form. We will then notify you of the completion of travel arrangements (notice of acceptance) in response to your application. The travel contract will be deemed to have been concluded at this point.
- 2. There are three plans for this travel contract. Unless otherwise stated by the person making the reservation or the traveler at the end of the trip, it will be considered a contract for the "Fixed Price Plan" in which the price is fixed according to the travel distance.
 - (1) Flat-rate Plan: A flat-rate plan where you pay a fixed amount depending on the distance traveled.
 - (2) One-day unlimited plan: This plan allows unlimited use for one business day, regardless of travel distance or number of times used, and you pay a fixed fee. However, please note that there are restrictions on the operating area for travel distance.
 - (3) 2-day unlimited plan: This plan allows unlimited use for 2 business days, regardless of travel distance or number of times used, and you pay a fixed fee. However, please note that there are restrictions on the operating area for travel distance.
- 3. Notwithstanding the provisions of the preceding paragraph, if a person who made a reservation or a traveler requests a change to the contract product at the end of this trip and the request is accepted by our company or a crew member of a company to which our company entrusts transportation services, the travel contract will be deemed to have been made for the changed travel product, retroactive to the time of application. In addition, since we will ask you about any requests to change the plan at the end of the trip, you will not be able to purchase

the plans in the preceding paragraphs (2) and (3) before the end of the trip.

Article 11 (Payment)

- 1. Payment for the tour will be made at the end of the tour by cash, credit card (VISA, MasterCard, JCB, Amex), or other payment method displayed by our company or the company we outsource transportation services to on-site.
- 2. We will cover any fees charged to credit card companies and other payment service providers at the time of payment.
- 3. If a dispute arises between a traveler and a credit card company or other payment service provider or other third party in relation to the payment of the product price and payment system usage fee, the traveler shall resolve it at his/her own responsibility and expense and shall not cause any inconvenience or damage to the Company or other members. Furthermore, the Company shall not be liable for any damage, loss, expense, etc. incurred by a member due to such a dispute, regardless of whether it was foreseeable or not.
- 4. If the Company incurs damages, losses, expenses, etc. arising from the dispute in the preceding paragraph, the Member in question must compensate and provide indemnification therefor.

Article 12 (Cancellation of Travel Products, etc.)

1. is concluded under Article 10 but before the trip begins, there will be no cancellation fee. However, if you cancel three or more times, or if we determine that the frequency of cancellations is high, or if the person who made the reservation does not show up at the designated starting point by the estimated start time of the trip without canceling, a cancellation fee of the full trip price will be charged. Please follow the procedure displayed on our designated travel reservation form to cancel.

- 2. If a cancellation fee is charged as described above, we will invoice the member for the cancellation fee via email (kanmobi@trapol.co.jp). Please make payment using the method indicated in the email.
- 3. In the case of a change to a travel product other than the flat-rate plan at the request of the traveler under Article 10, as a general rule, cancellations after reservations are not permitted. However, if it becomes impossible to provide the travel product after a reservation is made due to reasons attributable to our company, we will refund the remaining amount minus the flat-rate plan fee for the number of people booked.
 - 4. For refund procedures as described above, please send an inquiry to our designated contact point (kanmobi@trapol.co.jp) with your name, date of birth, email address, reservation date, reservation plan, your request for a refund, and the reason for the refund.
 - 5. Due to the nature of this service, in principle, payment is made at the end of the trip (when you disembark), and therefore cancellations are not possible after the traveler has begun the trip.
 - 6. If travel to the location becomes impossible, either in whole or in part, due to reasons beyond the control of our company (including, but not limited to, cancellation due to natural disasters, etc.), our company shall not be liable for any damage, loss, expenses, etc. incurred by the member, regardless of whether our company could have foreseen the occurrence of such damage.

Chapter 4 Additional Features of the Service

Article 13 (Contents of the Service)

The content of the Service will be determined by the Company at its discretion, and the Company will provide the Service to the extent and with the content that is reasonably available at the time.

Article 14 (Submissions by Members)

- 1. When a member posts information such as articles, impressions, evaluations, comments, images, etc. regarding other members or the Service on the Service, the member is deemed to have granted permission to the Company to reproduce, adapt, translate, transform, create derivative works, publish, distribute, publicly transmit, and use all other rights under copyright law regarding such information. Such permission to use is non-exclusive, free, perpetual, and irrevocable, and includes the right to sublicense to third parties. Furthermore, the member cannot exercise moral rights regarding such information.
- 2. Members are prohibited from posting any of the following items.
 - (1) Posting content that deviates from the purpose of the posting function
 - (2) Posting content that includes harmful programs such as computer viruses
 - (3) Posting content that infringes on the copyrights or other intellectual property rights, honor, social credibility, privacy, portrait rights, publicity rights, or any other rights or interests of others
 - (4) Posts containing content that could lead to crime, such as crime warnings or crime instructions
 - (5) Posting content that violates laws, public order, morals, or common sense
 - (6) Posting content that causes mental, economic or other damage to a third party
 - (7) Posting any sexual, obscene, or violent content, or any other content that may cause excessive discomfort or have a negative impact on third parties
 - (8) Posting content for the purpose of advertising products or services other than the Service
 - (9) Posting content that disrupts the operation of the Service

- (10) Posting content that violates the purpose of the Service or these Terms of Use
- (11) Posting content that the Company considers inappropriate in light of these Terms of Use
- (1 2) Posts made for the purpose of receiving monetary or other compensation from a third party
- (1 3) Posting false information
- (1 4) Posting under the name of another person or impersonating another person
- (1 5) Posting content with the purpose of meeting unfamiliar third parties, or content that encourages or induces such meetings
- (1 6) Posts that include personal information about yourself or others (including real names, addresses, email addresses, and phone numbers)
- (17) Posts that may fall under any of the above
- (18) Any post that is likely to aid, solicit, coerce or encourage any post that falls under any of the above
- 3. a Member from the Service without prior notice, regardless of whether or not it falls under any of the items in the preceding paragraph. However, the Company is under no obligation to constantly monitor and delete posted information.
- 4. The Company does not guarantee the accuracy, credibility, legality, recency, or usefulness of information posted by members, or the safety of linked websites. The responsibility for any posts made by a member is borne by the member in question, and the Company shall not be liable for any damages, losses, expenses, etc. incurred by other members or third parties, regardless of whether such damages were foreseeable or not.

Article 15 (Disclaimer regarding suspension, interruption or termination of service)

- 1. Our company may suspend all or part of the Service due to any of the following reasons, and shall not be liable for any damages incurred by members or third parties due to such reasons. However, This does not apply if there is a reason attributable to our company.
 - (1) When conducting regular or emergency maintenance or inspection of the computer system used to provide the Service
 - (2) When the operation of the Service becomes impossible due to an emergency such as fire, power outage, or natural disaster.
 - (3) When the operation of the Service becomes impossible due to war, civil unrest, riots, disturbances, labor disputes, etc.
 - (4) When the Service cannot be provided due to a malfunction of the computer system for providing the Service, unauthorized access from a third party, infection by a computer virus, etc.
 - (5) When the Service cannot be provided due to measures based on laws, regulations, etc.
 - (6) Any other case that the Company deems unavoidable.
- 2. After suspending the operation of the Service as described above, the Company may suspend or terminate all or part of the Service by notifying the Member in advance via the Website, etc., and the Company shall not be liable for any damages incurred by the Member or a third party as a result of such suspension or termination. However, This does not apply if there is a reason attributable to our company.
- 3. Our company reserves the right to change the content or name of this service by notifying the member in advance via the website, etc. However, we shall not be held liable for any damages incurred by the member or a third party as a result of such changes. This does not apply if there is a reason attributable to our company. If a member continues to use the service after the period specified by our company from the date of the notice of the change to the content or name

of the service based on the preceding paragraph has passed, the member will be deemed to have agreed to the change, and the change will come into effect between the member and our company.

Article 16 (Disclaimer regarding Data)

- 1. The Company does not guarantee or assume any responsibility for damage or loss of data registered by members to the Service. Therefore, members must make sure to back up their own data.
- 2. In order to provide the Service smoothly, the Company may back up, copy, and take other necessary actions on the data registered in the Service without obtaining the consent of each Member, and the Member shall grant the Company permission to do so. However, this section does not impose an obligation on the Company to make copies, etc. for the purpose of backup.

Article 17 (Disclaimer regarding communications, etc.)

- 1. The Company does not guarantee that the Service is free of errors, bugs, computer viruses, or other harmful content. The Company shall not be liable to members or third parties for any damages, losses, expenses, etc., incurred as a result of the Service containing harmful content, regardless of whether such damages were foreseeable or not.
- 2. In order to use the Service, it is necessary to use third-party products such as terminal devices and services provided by third parties such as Internet connection services. The Company does not guarantee the quality, performance, specifications, terms of use, etc. of these third-party products and services, and does not bear any responsibility, whether foreseeable or not. In addition, if the quality, performance, specifications, terms of use, etc. of third-party products and services change, it may become impossible to use the Service, but the Company does not guarantee the same and does not bear any responsibility, whether foreseeable or not.

3. The quality of the Service may be affected by various factors, including the connection status or communication speed of the communication line, the performance of the terminal equipment used by the Member , etc.

Regardless of the possibility, the Company does not guarantee the quality of the Member's use of the Service, and is not liable for the Member 's inability to access the Service, etc.

Article 18 (Disclaimer Regarding Third Party Websites)

a Member is able to access a third-party website that is not managed by the Company via a link on the Service, the Company assumes no responsibility whatsoever for the content of such website or any information provided through such website.

Chapter 6 Others

Article 19 (Intellectual property rights related to the Service)

 The copyright and other intellectual property rights of all text, images, videos, data, etc. provided by our company in this service (excluding posts by members) belong to our company, and you acknowledge in advance that use of this service based on these terms does not imply permission to use such intellectual property rights, etc.

Members are prohibited from engaging in any acts that infringe upon the Company's rights, such as duplicating, adapting, or publicly transmitting the text, images, videos, data, etc. set forth in the preceding paragraph. Article 20 (Hardware, etc.)

1. Members must prepare, at their own expense and responsibility, all terminal equipment and other hardware and other facilities, browsers and other software, and rights to use communication lines necessary to use the Service.

2. Members shall use this service at their own risk and discretion, and the Company shall not be liable for any malfunctions of hardware, software, communication lines, etc. or other problems arising from such use.

Article 21 (Software)

- 1. If there is software etc. necessary to use the Service (hereinafter referred to as the "Software"), the Company will provide it to the Member and permit its use. The Member must download the Software at his/her own expense and responsibility. The Company may provide the software on the application platform service, in which case the Member must be eligible to use the application platform service in order to download the Software, and must also comply with the terms of use.
- 2. In order to keep the version of the Software used by the Member up to date, we may provide automatic or manual updates without notice to the Member.
- 3. The copyright and other intellectual property rights pertaining to the Software belong to our company or to a company to which our company entrusts part of the operation of the Service. The license granted by our company to the Member to use the Software does not imply any transfer of rights to the Member.
- 4. The Company does not guarantee the quality, performance, operation, completeness, accuracy, or suitability of the Software for the intended use or equipment, etc. The Company shall not be liable for any damage, loss, or expense incurred in connection with the installation or use of the Software by the Member, regardless of whether such damage, loss, or expense was foreseeable or not.
- 5. This Software constitutes part of the Service, and the provisions regarding the use of this Service in these Terms of Use also apply to the use of this Software.

Article 22 (Acquisition and Use of Information)

We may collect information about members who use our service (such as name, email address, and travel product application information) and use it for the following purposes .

- (1) Communication with members
- (2) Arranging and providing transportation and other services related to travel
- (3) Travel Procedures
- (4) Procedures for insurance to cover expenses in the event of an accident as stipulated in our travel contract
- (5) Providing information on products, services, and campaigns of our company and affiliated companies, and providing travel -related information
- (6) Requesting your opinions and feedback after your trip
- (7) Please fill out the survey
- (8) Special service offer
- (9) Statistical data compilation
- 2. In order to achieve the purposes set forth in the preceding paragraphs 2 and 3, the Company may provide a Member 's name, address, telephone number, etc., in the form of documents or electronic data to a company to which the Company entrusts transportation services.
- 3. Of the personal information provided by members, our company will use contact information such as name , address , telephone number , and email address to provide information about our business , campaigns , etc.
 - 4. We will manage all personal information used responsibly.
 - 5. We may outsource the handling of personal information .
- 6. Members may request the disclosure , correction , deletion , or suspension of use of their personal data held by our company . For inquiries , please contact the head office consultation desk .

Personal Information Protection Manager Inquiry Desk : Head Office Consultation Desk

Email: ope@trapol.co.jp

Business hours : Monday to Friday 10:00 to 18:00 (closed on Saturdays, Sundays , public holidays , and the New Year holidays)

1. In the event that the Company changes these Terms and Conditions, etc., the Company shall notify Members at an appropriate time and in an appropriate manner, taking into consideration the impact of such changes and the operating status of the Service, etc. The changed Terms and Conditions shall come into effect on a date determined by the Company or after a certain notice period designated by the Company has elapsed.

2.

Article 24 (Obligation to maintain confidentiality)

The Member shall not disclose or leak to a third party any information disclosed by the Company with a request to be treated as confidential in relation to the Service, or use such information for any purpose other than the use of the Service, without the consent of the Company. You may not use the information or allow a third party to use it. However, this does not apply to information that falls under any of the following items.

Article 25 (Transfer of Rights and Obligations)

- 1. If the Company assigns or transfers the business related to the Service to a third party through a merger, corporate split, business transfer, etc., the Company may assign or transfer the rights and obligations related to the Service to such third party without the consent of the Member.
- If a Member wishes to transfer, assign, or otherwise dispose of any rights or obligations relating to the Service to a third party, or to establish a security interest therein, he/she must obtain the prior consent of the Company.

Article 26 (Severability)

Even if any provision or part of any provision of these Terms and Conditions is determined to be invalid or unenforceable under the Consumer Contract Act or other laws and regulations , the remaining provisions excluding the provision determined to be invalid or unenforceable shall continue to be in full force and effect .

Article 27 (Governing Law)

these Terms and Conditions, as well as the use of the Service based on these Terms and Conditions, shall be governed by Japanese law.

Article 28 (Applicable language)

The original version of these Terms and Conditions is the Japanese version, and if a translation in a language other than Japanese is provided, the translation is provided for the convenience of Members. Therefore, in the event of any discrepancy between the Japanese version and the translation in a language other than Japanese, the Japanese version shall take precedence.

Article 29 (Jurisdiction)

Any disputes arising between a Member and our company shall be submitted to the Osaka District Court as the court of first instance with exclusive jurisdiction.

Article 30 (Response to infringement of rights)

1. We respect the intellectual property rights of third parties.

Article 31 (How to contact us)

For inquiries or communications regarding this service, please send an email to o pe @ trapol.co.jp .