MAYA CHAN online shop Terms of Service

MAYA CHAN online shop (hereinafter referred to as “MAYA CHAN or shop”), is engaged in the marketing, sales, and promotion of secondhand luxury leather goods and products provided on the internet site “MAYA CHAN online shop” and affiliated sites operated by our shop. When using this service, you agree to the Terms of Use and the privacy policy described on this site, and confirm that the display is based on the Specified Commercial Transactions Act and the Second-hand Business Act. In addition, the handling of personal information of members shall be in accordance with the above privacy policy.

Article 1 (member registration)

Basic matters

To use this service, you need to register as a member by the method specified by MAYA CHAN online shop. After applying for membership registration, we will only register as a member if our company approves the membership. Be sure to register yourself as a member. When applying for membership registration, please declare accurate and truthful matters. You cannot become a member if there is or is a possibility that there are false matters in the declaration. Member registration is limited to one per person.

Member registration procedure

To register as a member, the prospective applicant should be 18 years of age or older. If the applicant is under the age of 18, the consent of a legal representative is required (we will confirm the consent based on the regulations of \_\_\_\_\_\_\_\_\_\_\_\_\_).

(1) After the application for membership registration is received by MAYA CHAN online shop, it will issue a reply accepting or rejecting the said application. If there are details such as excess or deficiency or unclear interpretation in the declaration contents when applying for membership registration, or if additional material or investigation is required, we shall promptly notify the prospective applicant to that effect and recommend corrective measures. In this case, applicant should promptly follow the instructions from our online shop or the request for investigation. If a member registration applicant does not respond to our instructions or a request for investigation, we may not accept the application.

(2) If we accept the membership registration above, we will promptly register you as a member. This acceptance shall constitute notification of the completion of the member registration.

(3) On the other hand, MAYA CHAN may refuse registration if the applicant for registration falls under any of the following cases, and may cancel the registration even if registration has already been completed -

3.1. When we determine that there is a risk of violating these Terms of Use

3.2. If there is a false statement (including errors) or omission in all or part of the registration information provided to us.

3.3. If you are a person whose registration has been cancelled in the past

3.4. If you are a person under the age of 18, an adult guardian, a person under conservatorship, or a person under support, and cannot confirm the consent of a legal representative, guardian, guardian or assistant.

3.5. When the specified bank account does not exist or the usage is suspended

3.6. If we determine that it is not appropriate for the prospective applicant to register

Article 2 (Membership)

For individuals

You should not be a person under the age of 18, an adult ward, a person under conservatorship, or a person under assistance. However, this does not apply if the consent of a legal representative, guardian, guardian or assistant is confirmed.

For corporations

The corporation itself should have a head office or branch registered with a public institution. Japanese law will become the applicable law for transactions related to this service

Article 3 (change of registered items)

If there is a change in your name, email address, or any other registered information, please promptly follow the procedure specified by our online shop to change the registered information. The Company shall not be liable to Members for any unreceived notifications or delays/errors in the delivery of products when the change procedure in the preceding paragraph has not been complied with or completed.

Article 4 (Members' Compliance Items)

1. 4.1. Members must comply with these Terms of Use.
2. 4.2. Members should follow the prescribed procedures and procedures for using this service.
3. 4.3. Members should act in a modest manner so that this service can be operated smoothly and properly.
4. 4.4. Members are responsible for accessing this site and paying various fees (communication charges, etc.). Members are kindly requested to prepare the necessary equipment.

Article 5 (Management of ID and password)

1. 5.1. Members are responsible for managing the ID and password set to use this service, at their own risk.
2. 5.2. Members shall not transfer, lend, provide or disclose their ID and password to a third party.
3. 5.3. In the event that the Company or a third party is damaged due to improper management of the ID or password by the member, error in use, use by a third party, etc., the member will be solely responsible, for the consequences of such actions if there be any.
4. 5.4. The Member shall immediately contact MAYA CHAN online shop if it is found that the ID or password is illegally used by a third party.
5. 5.5. We can consider that the login to this site is by the member himself if the password and ID entered when logging in to this site match the password and ID specified or set by the member.

Article 6 (withdrawal)

1. Members who wish to unsubscribe should apply for withdrawal using the method specified by MAYA CHAN online shop.
2. Article 7 (suspension or deletion of membership registration)
3. If any of the following reasons occur to a member, MAYA CHAN can suspend or delete the membership registration, suspend the use of part or all of this service, or take other measures without prior notification, in which case, MAYA CHAN shall not be under any obligation explaining the reason or reasons suspending or deleting membership, thus -
   1. 7.1. If any of these Terms of Use is violated
   2. 7.2. When it is found that the membership is not the specified, or when the membership is lost.
   3. 7.3. If there is a falsehood or fraudulent claim for the information declared when applying for membership registration or the contents declared by the member to our company regarding the use of this service. However, this does not apply if it is possible to easily correct the violation status in the change procedure, such as minor errors or omissions in the declaration.
   4. 7.4. If you do not follow our requests, instructions, instructions, cautions, etc. regarding the use of this service.
   5. 7.5. When it is found that there is fraud or other betrayal behavior related to the use of this service, or there is a risk of such,
   6. 7.6. When it is recognized that it is not suitable for other members.

Article 8 (Prohibitions for Members)

1. Members must not do or perform the following prohibited acts, to wit –
   1. 8.1. Acts that violate these Terms of Use, laws, guidelines set by the government or business associations, and other arrangements.
   2. 8.2. Acts that violate the usage precautions posted on this site and others regarding the use of this service
   3. 8.3. Acts that are considered to interfere with or may impede the operation of this service
   4. 8.4. The act of deceitfully utilizing or impersonating the name of a third party other than yourself. In this case, it does not
   5. matter whether the impersonated third party is real or fictitious.
   6. 8.5. Acts that infringe on the rights or legitimate interests of our online shop, other members, and third parties regarding the operation of this service, or other third parties.
   7. 8.6. Fraud and other unfaithful acts.
   8. 8.7. Acts that invade the privacy of others, defamation, or mischief, and/or those that cause mental damage to others.
   9. 8.8. Acts that violate public order and morals.
   10. 8.9. An act for the purpose of commercial advertisement/advertisement that is not related to this service. So-called "stealth marketing" also falls under this item.
   11. 8.10. Any solicitation activity such as soliciting direct transactions or registration for other services from users of this service. The act of using the services, contents, information, systems, programs, etc. of a third party used for this service without prior written consent of our online shop and the relevant right holder.
   12. 8.11. Acts such as the transmission of computer viruses that are considered to adversely affect or may impair the functions of computer equipment, lines, software, etc.
   13. 8.12. Actions that are considered to have or may adversely affect the server or network connected to the services provided by MAYA CHAN online shop.
   14. 8.13. Unauthorized access to, or attempted unauthorized access to, any system related to providing this service.
   15. 8.14. Acts of using or attempting to use security holes, errors, bugs, etc. of this service and related systems or software.
   16. 8.15. Reverse engineering of this service and related systems, software, protocols, etc., or analysis by a method such as disassembly, or an attempt to similar or related analysis methods.
   17. 8.16. Other acts that are deemed inappropriate or inappropriate in light of the purpose of this service
2. If the member falls under any of the items in the preceding paragraph, the member shall be liable for the resulting damage/s incurred by MAYA CHAN online shop or a third party, and shall be responsible for full compensation.

Article 9 (Handling of defective products)

All the products handled by our company are pre-owned, secondhand, and/or resale products. and are sold based on the current situation. Therefore, as a general rule, we cannot accept returns or exchanges of defective products that are damaged. In addition to what was specified in the sales agreement, this rule does not apply if the defective product is due to a reason attributable to us. Please note that the image and color may differ depending on the shooting situation of the product and the viewing environment of the members. In this specific instance, MAYA CHAN will not accept returns or exchanges of the product due to these circumstances.

Article 10 (Purchase)

1. If you wish to purchase a product, please indicate your intention to purchase by the method specified by our online shop. Accordingly, our online shop shall accept or reject the subject purchase by way of reply in a manner made clear to the member and/or purchaser. However, should there be a further need to confirm the identity of the purchaser regarding his or her purchase of the product, or, if there is a reason such as excess or deficiency or unclear interpretation, or if additional material or verification is required, it is recommended that the member follow our instructions or comply with our requests for investigation/verification. If you do not respond to our instructions or a request for an investigation/verification, we may not accept the purchase application. The product price is based on the amount shown on this site. Unless stated otherwise, all prices shown on this site are prices including consumption tax and shipping charges.
2. The shipping fee will be charged as per the order stated on this site.

The methods of payment and deliveries are all specified in the Sales Agreement itself.

Article 11 (Returns, etc.)

1. In instances wherein MAYA CHAN accedes to the return of the product, our online shop will request that the member return the product on the My Page of this site within 5 days of receiving the product. It is important that the purchaser return the product in a prompt and careful manner as our online shop will not accept the return should any of the following circumstances occur during the return -
   1. 11.1. If you cannot apply for a return on My Page of this site within 5 days after receiving the product.
   2. 11.2. The condition of the product at the time of return (including, but not limited to, the product box (excluding the cardboard for shipping the product) and accessories is more damaged than it was at the time of delivery.
   3. 11.3. When the product becomes dirty (including the attachment of odors, the same applies below) or scratched by the member.
   4. 11.4. When it is recognized or determined that the member has used the product (including when washing, cleaning, repairing, etc.).

If the product is returned according to the preceding paragraph, we will refund the price of the product to the member without delay. The refund method is as follows -

11.6.If the payment method is cash on delivery, bank transfer, or postal transfer,  
 we will refund by the method of transfer to the bank account stated by the member when applying for the return of the product. However, the transfer fee will be borne by the member and will be deducted from the refund amount.

Notwithstanding the provisions of the preceding two paragraphs, if damage, loss, stains, scratches or use of the product returned from the member is found, and MAYA CHAN determines such damage, loss, stain, or scratches to be within acceptable levels, the refund amount will be reduced based on the assessment by our appraiser.

Article 12 (Shipment and receipt of goods)

Products will be shipped at the designated time. Members should promptly receive the delivered product when it is delivered. All shipping fees will be borne and/or paid for by the member.

Article 13 (Quality assurance)

We are not responsible for the quality of products purchased and other guarantees.

Article 14 (payment)

For Japan Customers, a prior deposit is made with the balance of the purchase price to be paid in full upon delivery thru a COD basis. For overseas customers/purchasers, the full purchase price will be paid upon delivery (COD).

Article 15 (non-guarantees about the system etc.)

Although we make every effort to maintain the safety of this site, we do not guarantee that the contents on this site do not contain computer viruses. We are not responsible for any inability to access this site, failures, errors or bugs in your computer. Moreover, MAYA CHAN shall not be liable even if the Member suffers any damage due to data loss, system interruption, unauthorized access, etc. due to a failure of the computer, system, communication line, etc.

Article 16 (contents)

Members shall not claim their own copyright, intellectual property rights, or ownership rights regarding the functions and contents made available on this site. In addition, the contents provided by the members to MAYA CHAN on this site shall be provided free of charge. In addition thereto, the ownership of the functions and music made available through this site belongs to MAYA CHAN. Finally, we assume no responsibility for services, contents, advertisements, advice, comments, opinions, etc. provided by a third party which are displayed on this site, other websites linked to this site, and e-mails sent by our online shop to members.

Article 17 (disclaimer)

MAYA CHAN shall not be liable for any damage or loss suffered by the User in connection with the use of this Service, unless the cause of such loss or damage was due to our gross negligence or omission whether incurred deliberately or otherwise. Likewise, MAYA CHAN shall not be liable for any damage caused to other users or third parties by the use of this service. Likewise, we do not guarantee the safety, accuracy, certainty, usefulness, etc. of the information that users obtain through this service.

Article 18 (mail service and posting on this site)

We do not undertake any obligation to confirm the content, images, or other information contained in emails or messages sent or posted by the email sending/message posting service. However, we will arbitrarily check the contents of the email and the post, and if it is judged that this is inappropriate content, we can delete the contents, images, other information etc.

Members shall not send or post emails or messages corresponding to the following items -

18.1. Illegal, harmful, intimidating, racial, ethnic, obscene, profane, vulgar, defamatory, abusive or otherwise offensive messages or contents.

18.2. Something that triggers or praises a crime.

18.3. Things or matters that are considered to be advertising or publicity.

18.4. Personal information that can identify an individual (phone number, address, account number, security number, etc.)

18.5. Messages impersonating or falsely attributed to someone else.

18.6. Pretending to be an employee of MAYA CHAN or its agent

18.7. Those that infringe copyrights or other intellectual property rights or proprietary rights of MAYA CHAN or other third parties.

18.8. To post emails and posts with the same content multiple times.

18.9. Spam mail such as chain mail.

18.10. Other emails and posts that may be annoying to other members and users

Article 19 (Legal action and compensation)

MAYA CHAN reserves the right to institute the appropriate legal action be it civil, criminal, or administrative for violation of the terms and conditions of both the sales agreement and terms of service as may be appropriate or warranted. In addition thereto, If MAYA CHAN suffers damages due to the member's breach of these Terms of Use or the Sales Agreement, the member shall bear the damages (including lawyer expenses within a reasonable range).

Article 20 (amendments or changes to these Terms of Use)

We may change or amend these Terms of Use at any time. Any changes to these Terms of Use shall be announced on this site, and the change shall take effect from midnight the day after the notification is made.

Article 21 (Governing Law)

These Terms of Use shall be construed in accordance with Japanese law.

Article 22 (Agreed Jurisdiction)

In the event of a legal dispute between the Company and its members regarding these Terms of Use and this Service, including the separate Sales Agreement, the Tokyo Summary Court or Tokyo District Court shall exercise exclusive jurisdiction to the exclusion of all other venues.