

LUGGAGE PICKUP, STORAGE, TRANSPORT AND AIRPORT DELIVERY SERVICES DISTANCE SALES AGREEMENT

Last Updated: .../.../20...

1. PARTIES

This User Agreement ("Agreement") has been concluded electronically between **[COMPANY NAME]** ("Company"), which provides luggage pickup, storage, transport and delivery services via its mobile application and/or website, on the one hand, and the natural or legal person who registers with the application and uses the services ("User"), on the other.

By registering with the mobile application, creating a service request or purchasing a service, the User accepts, declares and undertakes that they have read and understood the provisions of this Agreement and accept them with all their consequences.

2. DEFINITIONS

In this Agreement:

Application: The mobile application and website operated by the Company,

User: The person who registers with the Application and uses the services,

Service: The service of picking up luggage from a specified address, storing it, transporting it and/or delivering it at the airport,

Luggage: Suitcases, bags, travel cases and similar portable items handed over to the Company by the User,

Courier: Personnel or business partners assigned by the Company,

Delivery Point: The address at which the luggage will be picked up or delivered,

Order: A service request created by the User via the Application,

OTP Code: A one-time verification code used to verify handover transactions,

Storage Centre: The facilities where luggage is temporarily kept, shall have the meanings set out above.

3. SUBJECT OF THE AGREEMENT

The subject of this Agreement is to set out the rights and obligations of the parties regarding the pickup of luggage from the address specified by the User, its safe transport and/or storage, and its delivery to the User at the airport or delivery point specified by the User.

4. MEMBERSHIP AND ELECTRONIC AGREEMENT

4.1. The User must register with the Application in order to use the services.

4.2. The User accepts and undertakes that:

- they are at least 18 years of age,
- the information they provide is accurate,
- if acting on behalf of another person, they hold the necessary authority,

4.3. Approvals given electronically constitute written evidence under Turkish Code of Obligations No. 6098, Code of Civil Procedure No. 6100 and other applicable legislation.

4.4. The User is solely responsible for the security of their account and password.

5. HOW THE SERVICE WORKS

The service process consists of the following stages:

- Creation of the Order,
- Specification of the pickup address,
- Assignment of a Courier,
- Pickup of the luggage,
- Creation of a digital record,
- Storage and/or transport,
- Delivery at the airport or the specified point.

The Company may make changes to these processes as required by operational needs.

6. LUGGAGE HANDOVER PROCEDURE

6.1. At pickup, the luggage may be:

- photographed,
- barcoded,
- labelled with a QR code,
- weighed,
- recorded as to its external condition.

6.2. The User accepts that these records constitute evidence.

6.3. Digital records created at handover constitute conclusive evidence.

7. DECLARATIONS REGARDING LUGGAGE CONTENTS

The User accepts that the contents of the luggage are entirely their own responsibility.

The Company is under no obligation to inspect the contents of the luggage.

The User accepts, declares and undertakes that the luggage does not contain any unlawful items.

8. PROHIBITED ITEMS

Transporting the following items is strictly prohibited:

- Firearms,
- Ammunition,
- Explosives,
- Flammable substances,
- Chemical substances,
- Narcotic substances,
- Contraband goods,
- Human or animal remains,
- Live animals,
- Biohazardous materials,
- Counterfeit money,
- Smuggled tobacco and alcohol products,

- Any items constituting the subject of a crime as defined in the Turkish Penal Code, general laws and special laws.

The Company may notify law enforcement authorities where it deems necessary.

9. VALUABLE ITEMS

The following items must not be carried in luggage:

- Cash,
- Gold,
- Foreign currency,
- Jewellery,
- Watches,
- Passports,
- Identity documents,
- Title deeds,
- Promissory notes,
- Cheques,
- Share certificates,
- Laptops,
- Tablets,
- Professional cameras,
- Documents containing trade secrets.

The Company shall under no circumstances be liable for such items.

10. DELIVERY

10.1. Delivery shall be made only:

- to the User, or
- to a person designated by the User in the Application, whose identity details are provided, against signature.

10.2. The Company may request presentation of identification at the time of luggage delivery.

11. STORAGE SERVICE

Luggage is kept in areas that comply with security standards.

For security purposes, the Company may use:

- camera recordings,
 - entry and exit logs,
 - digital tracking systems.
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12. PRICING

Pricing may be determined according to the following criteria:

- Distance,
- Number of pieces of luggage,
- Luggage weight,
- Storage duration,
- Delivery point,
- Demand level.

The Company may update prices unilaterally. The User may not subsequently request a refund of any payment made via the Application under any circumstances. The Customer acknowledges and accepts that, should they make any request beyond their request in the Application, they shall pay the resulting additional charge.

13. PAYMENT

Payments may be made by the following methods:

- Credit card,
- Debit card,
- Digital wallet,
- Bank transfer/EFT.

The service will not begin until payment is completed. Where conversion into Turkish Lira is required, payment shall be made in Turkish Lira based on the Central Bank of the Republic of Türkiye exchange rates published at www.tcmb.gov.tr on the date and time of the transaction.

14. CANCELLATION AND REFUND

If an Order is cancelled before operations begin, the fee may be refunded.

For cancellations made after operations have begun, the fee may not be refunded.

Refund conditions are published separately in the Application.

15. DELAYS AND FLIGHT CHANGES, APPLICABLE FEE SCHEDULE, CANCELLATION PERIOD

The User is obliged to notify the Company immediately of:

- flight changes,
- terminal changes,
- flight delays.

Changes to the date, time and location may be made up to 24 hours before the luggage pickup time.

For cancellations made by the Customer less than 24 hours before the luggage pickup time, the Customer may not request a refund under any circumstances.

A reservation may be cancelled free of charge up to 24 hours before the luggage pickup date.

In the event of a flight delay or change, if the Customer does not collect their luggage on time, the fee schedule published on the Company's website shall apply. The Customer may not collect their luggage without paying the difference. The Company may exercise its right of retention by withholding the Customer's luggage against this additional fee. The Customer hereby accepts, declares and undertakes the foregoing in advance.

The Company shall under no circumstances be liable for any damages arising from the Customer's failure to give notice.

16. NOTIFICATION OF DAMAGE AND LOSS

The User is obliged to inspect the luggage at the time of delivery.

Visible damage must be reported immediately,

and concealed damage must be reported in writing within 24 hours at the latest.

If these periods are exceeded, delivery shall be deemed to have been made in full and in good condition.

17. LIMITATION OF THE COMPANY'S LIABILITY

The Company shall not be held liable for:

- indirect damages,
 - loss of profit,
 - loss of data,
 - loss of business,
 - non-pecuniary (moral) damages.
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18. INDEMNIFICATION

All damages incurred by the Company as a result of the User:

- carrying prohibited items,
- making false statements,
- carrying out transactions in breach of legislation,

shall be recovered from the User.

19. INSURANCE

Where insurance is provided by the Company, its scope and limits are specified separately in the Application.

The Company is not liable for damages falling outside the scope of insurance coverage.

20. PROTECTION OF PERSONAL DATA

Personal data are processed in accordance with the Personal Data Protection Law No. 6698 (KVKK).

The User declares that they have read and accepted the:

- KVKK Privacy Notice,
 - Explicit Consent Form,
 - Privacy Policy.
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21. COMMERCIAL ELECTRONIC MESSAGES

Commercial electronic messages may be sent if the User gives consent.

The User may exercise their right to opt out at any time.

22. INTELLECTUAL PROPERTY

All rights to the Application, software, trademark, logo, design and all content belong to the Company.

23. EVIDENCE AGREEMENT

The Parties accept that data generated through:

- system records,
- server records,
- camera recordings,
- GPS records,
- courier records,
- electronic log records,

constitute conclusive evidence within the scope of Article 193 of the Code of Civil Procedure (HMK).

24. FORCE MAJEURE

Natural disasters, war, terrorism, epidemics, strikes, transport disruptions, actions of public authorities and similar events shall be deemed force majeure.

In such cases, the Company shall not be held liable.

25. TERMINATION OF THE AGREEMENT

The Company may terminate the membership immediately if it detects:

- unlawful use,
 - a fake account,
 - prohibited items,
 - a security risk.
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26. PROHIBITION OF ASSIGNMENT

The User may not assign their rights and obligations under this Agreement without the Company's written consent.

27. GOVERNING LAW AND JURISDICTION

This Agreement is governed by Turkish law. In the event of any dispute relating to the Agreement, the applicable law shall be Turkish law.

Without prejudice to the mandatory jurisdiction provisions under Consumer Protection Law No. 6502, the Courts and Enforcement Offices of Istanbul, where the Company's headquarters is located, shall have jurisdiction over disputes.

28. SERVICE AREA AND OPERATING HOURS

In its initial phase, the Service covers the Sultanahmet, Eminönü, Karaköy, Taksim and Şişli areas of Istanbul. Any expansion of the service area will be announced via the Platform.

Keepsmybag determines its service hours at its own discretion and may change them with prior notice.

29. ENTRY INTO FORCE

By ticking the "I have read, understood and accept" box and giving electronic approval, the User declares that they have read and understood this Agreement in its entirety and accept all of its provisions.

[COMPANY NAME]

USER

Electronic Approval Date: ____ / ____ / 20____

