

THEFORK PARTNERS API TERMS OF USE

This TheFork Partners API Terms of Use ("**Agreement**") is an agreement between you and TheFork legal entity ("**TheFork**") you have contracted with any pre-existing affiliation, partnership or service agreements ("**Core Agreement**") If no Core Agreement is executed with you this Agreement is an agreement between you and La Fourchette SAS, a French company, registered under company number 494 447 949, located at 70 rue Saint Lazare, 75009 Paris, France. Please read this Agreement as it applies to your use of the TheFork Partners API. By using the TheFork Partners API you accept the terms of this Agreement. If you do not accept them, do not use the TheFork Partners API.

1. DEFINITIONS

- 1.1 "**Credentials**" means the confidential credentials, including the token and key needed to access and use the TheFork Partners API provided by TheFork to you.
- 1.2 "**Data**" means the data on TheFork Restaurants and their availability for bookings that is made available to you via the TheFork Partners API.
- 1.3 "**TheFork Partners API**" means the Application Programming Interface that allows Data to be obtained in reply to a Request.
- 1.4 "**TheFork Restaurant(s)**" means any restaurant who accept restaurant bookings referred to by TheFork, including without limitation via the TheFork Site.
- 1.5 "**TheFork Site**" means www.thefork.com and all international versions of www.thefork.com that are operated by LaFourchette SAS (thefork.fr, thefork.be, eltenedor.es, etc.) and any associated booking solutions.
- 1.6 "**Request**" means any utilisation of the TheFork Partners API or one of its functionalities in order to obtain Data.

2. OWNERSHIP

TheFork retains all rights, title and interest in and to all intellectual property rights embodied in or associated with the TheFork Partners API, the Data, the TheFork Site, any documentation relating thereto and any content created or derived therefrom. There are no implied licenses under this Agreement, and TheFork reserves any rights not expressly granted to you.

3. PERMITTED USE

Your interaction with and use of the API is permitted solely as strictly necessary to allow users of your website or app to make Requests and view Data in response, with a view for such users to then book TheFork Restaurants on the TheFork Site. In order to conduct any test before the launch of your reservation service; you will have access TheFork test data to test your integration. You agree only to use such test data and not any real data. In order to avoid any error during the reservation process, you shall comply with data structures implemented by TheFork.

4. LICENCE

Subject to the terms of this Agreement and the Core Agreement, if any, TheFork grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the API and the Data solely for the purpose of permitting users of your website or app to make Requests and view Data in response, with a view for such users to then book TheFork Restaurants on the TheFork Site.

5. RESTRICTIONS AND RESPONSIBILITIES

5.1 Restrictions. You may not use or access (nor facilitate or enable others to use or access) the TheFork Partners API for any other purpose or in any way not expressly permitted under this Agreement. In particular,

- you will not copy, distribute, publish, modify, translate, adapt, transmit, stock, rent, sell, decompile, reverse engineer or allow access or linking to the TheFork Partners API or the Data except as expressly permitted under this Agreement;
- you will not use robots, spiders, scraping or other technology to access or use the TheFork Site to obtain any information beyond the Data made available to you via the TheFork Partners API;
- you will not use the TheFork Partners API in a manner that exceeds a reasonable volume of Requests or that constitutes excessive or abusive usage;
- you will not create or disclose metrics about, or perform any analysis of, the Partners API or the Data for any purpose;
- at all times your use of the TheFork Partners API will comply with all applicable laws and regulations;
- you will not use the TheFork Partners API or the Data in any manner or for any purpose that may be contrary to any law or regulation, or infringe any right of any person including, but not limited to, intellectual property rights, rights of privacy and/or rights of personality, or which otherwise may be detrimental (in TheFork's sole discretion) to TheFork, its providers, its users, its brand, its reputation or commercial standing;
- you will not use the TheFork Partners API in a manner that impacts the stability of TheFork's servers or impacts other partners using the Partners API.

5.2 No Data forwarding. Forwarding any Data or forward distribution of any Data is strictly prohibited.

5.3 API Call Limitations. Limitation of API Calls (as defined in the Core Agreement) will be applied to protect TheFork. You will be subject to a limit of 200 API Calls per minute and 10.000 API Calls per day. Each route, as it becomes available, will have a separate rate limit applied. If the default number of API Calls per day is insufficient for you, a new number of API Calls can be negotiated based on your needs and booking volumes.

In addition, you shall limit its error rate to no more than 10% of total bookings.

If the error rate goes above 10% then TheFork reserves the right to withdraw your access to TheFork Partners API and each party's shall involve their respective partnership manager in the process set out below:

- a) TheFork shall give written notice (which may be by email) to you that your error rate is too high and the access of TheFork Partners API may be disconnected. If you fail to take appropriate action, your access to TheFork Partners API will be disconnected;
- b) you shall identify which corrective measures to implement in order to reduce the error rate to below 10% and may be entitled to support from TheFork engineers to understand how to remedy such failure by sending to TheFork an email requesting help, if necessary. When a solution is found by you, you shall send an email to TheFork detailing any corrective measures taken;

- c) TheFork will determine whether the corrective measures are sufficient and may decide either to re-establish your access to TheFork Partners API (if disconnected) within 1 business day, or, to request additional corrective measures to you.
- d) If you fail to take all corrective measures that TheFork would have considered necessary, or fails to reduce the error rate after having performed the process set out above, TheFork is entitled to terminate the Agreement according to the termination clause set forth in the Core Agreement.

5.4 Caching. Any caching of Data is subject to the prior approval of TheFork who may impose an update frequency.

5.5 Credentials. To use and access the TheFork Partners API, you must obtain Credentials from TheFork. These will be available via a dedicated developer portal where authorised developers can obtain their credentials and access documentation. The Credentials are and remain the property of TheFork. You will use the Credentials as your sole mean of accessing the API. You must not share your Credentials with any third party and you shall keep it confidential and secure. The Credentials may be revoked if: (i) you share them with any third party (other than as allowed under this Agreement); (ii) they are compromised; or (iii) you breach any term of this Agreement.

6. MODIFICATIONS OF THE THEFORK PARTNERS API

TheFork may modify the TheFork Partners API, permitted API calls, the permitted use under this Agreement, or any of the benefits and/or features provided in connection with your use of the API with or without notice to you. Modifications may affect your access to the TheFork Partners API and may require you to make changes at your own cost to continue to be compatible with or interface with the TheFork Partners API.

7. MONITORING AND ENFORCEMENT

7.1 Right to Monitor. TheFork may monitor your use of the TheFork Partners API.

7.2 Remedy for Breach. If TheFork, in its sole discretion, believes that you have breached this Agreement, or that you have engaged in fraudulent activity, TheFork, without prejudice to any other available remedies, may revoke your Credentials.

8. NO WARRANTIES

The TheFork Partners API is provided “as is” and on a “as available” basis. TheFork makes no warranty or representation, express or implied by statute, custom or usage, that the TheFork Partners API will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. TheFork makes no guarantee of any specific results from the use of the TheFork Partners API and you acknowledge that it is your responsibility to ensure that your systems are compatible with the TheFork Partners API and the Data. Further, you acknowledge that the accuracy of the Data depends on information provided by third parties and not TheFork. TheFork gives no representation, guarantee or warranty with respect to the availability or uptime of the TheFork Partners API or that the TheFork Partners API will be free of defects and / or faults, and/or available without interruption.

To the maximum extent permitted by law, TheFork accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the TheFork Partners API or any information contained therein or any reliance on the TheFork Partners API, whether in contract, tort (including negligence), breach of

statutory duty or otherwise, even if advised of the possibility of such liability. In the event that the liability of TheFork cannot be legally excluded, TheFork's liability is limited to real and direct financial losses to the extent they are caused by the proven negligence of TheFork.

9. AMENDMENTS

TheFork reserves the right to modify this Agreement at any time. If you do not accept such modifications, you should stop using the TheFork Partners API. If you continue to use the TheFork Partners API after the publication of any modification, you will be deemed to have accepted such modifications.

10. LAW AND JURISDICTION

The validity, construction and performance of this Agreement (and any claim, dispute or matter arising under or in connection with it or its enforceability) shall be governed by the provisions of the Core Agreement. If no Core Agreement is executed, validity, construction and performance of this Agreement (and any claim, dispute or matter arising under or in connection with it or its enforceability) shall be governed by and interpreted in accordance with the law of France. Each party irrevocably agrees to the exclusive jurisdiction of the courts within the jurisdiction of the Paris Appeal Court over any claim, dispute or matter arising under or in connection with this Agreement or its enforceability or the legal relationships established by this Agreement.