

# B. TERMS OF USE

Last update: 19 June 2019

These Terms of Use and the Privacy and Cookie Statement constitute your agreement with La Fourchette SAS (if you are a restaurant owner accepting reservations through TheFork Site, these provisions also apply to you in addition to the General conditions of sale and use as well as the special conditions at the time of your registration). Read them carefully; these provisions bind you as soon as you use TheFork Site.

Attention: If you do not agree with all or some of these Terms of Use, you should not use TheFork Site.

## PART 1. GENERAL CONDITIONS OF USE

### Definitions

**"TheFork"** : means the company La Fourchette SAS.

**"TheFork Site"** : refers to all web and mobile websites accessible at " <https://www.thefork.com>" and TheFork mobile and tablet apps.

**"User"** : means any individual over 18 years of age, capable of entering into contracts, who visits TheFork Site and/or has an account on TheFork Site and in the plural **"Users"**.

**"Terms of Use"** : refers to these general conditions of use and any special conditions of use.

**"Restaurateur Content"** : refers to elements of the restaurant page provided to TheFork by the restaurateur or which the restaurateur has authorised TheFork to load onto TheFork Site, such as food and beverage prices, average price of a meal, the name of the chef, restaurant availability, the menu, calendar, restaurant themes and photos of the restaurant.

**"User Content"** : refers to all the elements provided by the User on TheFork Site, including text, document, image, photo, review or right of reply.

### Acceptance and modification of the Terms of Use

TheFork provides the User with an online restaurant search and reservation service in exchange for unconditional acceptance of these Terms of Use.

Users declare and acknowledge having fully read these Terms of Use. Furthermore, by using any of the services offered on TheFork Site, Users unconditionally accept to be bound by these Terms of Use.

TheFork reserves the right to amend these Terms of Use at any time, in whole or in part. It is therefore the User's responsibility to regularly consult the latest version of the Terms of Use posted on TheFork Site. Users are deemed to accept this latest version upon each new use of TheFork Site.

By accessing or using TheFork Site in any way, the User agrees to be bound by these Terms of Use.

## 1. Description of TheFork Site

Use of TheFork Site is subject to limitations of liability on the part of TheFork. Please refer to Article 8 "Limitation of Liability" for details.

### **1.1 Introduction platform**

TheFork Site is a platform that allows the User to connect with the restaurants listed on TheFork Site, among other functionalities. As such, TheFork acts exclusively as an intermediary in connection with the reservation of said restaurants by the User.

### **1.2 Real time search for and reservation of tables in a restaurant**

TheFork Site allows the User to search for and reserve a table in a restaurant in real time.

TheFork Site also allows the User to cancel their reservation in the event of unforeseen circumstances.

### **1.3 Promotional offers from restaurants listed on TheFork Site**

TheFork Site allows the User, provided that the reservation is made through TheFork Site, to benefit from promotional offers provided by the restaurants on TheFork Site. Not all restaurants have promotional offers. The conditions of validity of such promotional offers are set out on TheFork Site. Users undertake to verify the conditions of validity of a promotional offer before reserving on TheFork Site and in no case may claim the benefit of a promotional offer from the restaurant outside the conditions of validity as they are set out on TheFork Site, and/or outside the reservation procedure containing the promotional offer.

One condition of validity is that the User and their entire party must arrive at the restaurant reserved at the time reserved. If a User and all their guests do not show up at the restaurant within 15 minutes of the reserved time, the restaurant may choose to not apply the promotional offer associated with the reservation for the User and their party. For the sake of clarity, this means that if the User or any of their guests is more than 15 minutes late, the User and their entire party will lose the automatic benefit of the promotional offer and the restaurant may decide whether or not to apply the promotional offer to all or some of the guests.

## **2. Free Use of TheFork Site**

The services offered on TheFork Site are generally free.

Tariffs may be applicable, in particular depending on changes to the services offered, the evolution of the network, and of technical and/or legal constraints. Users will be duly informed by an amendment to these Terms of Use and/or by the insertion of special conditions relative to the paid-for services on TheFork Site.

## **3. Third party sites and services**

### **3.1 Services offered by third parties**

Users acknowledge that TheFork Site refers to paid-for services. In particular, any reservation made on TheFork Site refers to a restaurant service performed by a third party restaurateur for which payment is required.

Any price or price range concerning a third party provider displayed on TheFork Site is provided for information purposes only and for convenience. In no event shall TheFork guarantee the accuracy of such information.

### **3.2 Links to third party sites**

TheFork Site may contain links to sites managed by third parties. These links are for information only. TheFork does not control these sites and is not responsible for their content or for the privacy policy or other practices of such sites. The display of links to such sites does not constitute approval of the elements on these sites nor any association with the publishers of these sites. It is the Users' responsibility to carry out any checks deemed necessary or appropriate before using these sites or entering into a transaction with any of them.

#### **4. Access and Use of TheFork Site**

##### **4.1 Conditions of eligibility**

Use of TheFork Site is subject to the following cumulative eligibility requirements: as a User (i) you are at least 18 years of age; (ii) you have the legal capacity to submit to be bound by legal obligations; (iii) and the reservations that you make on TheFork Site, for you or any other person for whom you are legally entitled to act, will be legitimate.

##### **4.2 Access to TheFork Site**

TheFork reserves the right to suspend, delete or modify all or part of TheFork Site or the services offered on TheFork Site without prior notice. TheFork also reserves the right to suspend access to TheFork Site for all or any Users due to maintenance, emergency (cyberattack, etc.) or for any other reasonable reason and at any time.

##### **4.3 Conditions for opening an account**

By opening an account, the User expressly and unreservedly accepts these Terms of Use.

Users undertake to provide accurate, up-to-date and truthful information, in particular regarding their title, last name, first name, email address and telephone number, which are necessary for their proper identification in relation to the opening and maintenance of their account.

##### **4.4 Confidentiality of account credentials**

During the creation of their account, Users choose an ID and a password ("Credentials") enabling them to access their account.

The Credentials are personal and confidential. They can only be changed at the request of the User concerned or at the initiative of TheFork.

Users are solely and entirely responsible for the use of their account and the Credentials concerning them, and undertake to do everything possible to keep their Credentials secret and to not disclose them to anyone in any form whatsoever.

In the event of loss or theft of one of a User's Credentials, that User is liable for any consequential damage of this loss or theft, and must follow, as soon as possible, the procedure enabling them to be modified, which can be accessed in the "My Personal Information" section [of the User account](#).

##### **4.5 Closing the account**

Users may close their account at any time. To do so, they must send their account closure request by email to: [contact@thefork.com](mailto:contact@thefork.com).

TheFork will endeavour to process any account closure request within a reasonable period of time.

Users are informed that as of the closure of their account, they will no longer be able to benefit from the services offered by TheFork, their current reservations will be cancelled and any accumulated Yums, if any, will be deleted.

## **4.6 Users' obligations - Prohibited Actions**

Users agree to use TheFork Site in accordance with these Terms of Use and applicable law. In particular, Users agree not to engage in the prohibited actions mentioned below:

- Failing to go to the restaurant without cancelling the reservation (no-show).
- The content and data of TheFork Site (including but not limited to messages, data, information, text, music, sounds, photos, graphics, videos, maps, icons, software, codes or any other element), as well as the infrastructure used to provide such content and information, belongs to TheFork; Users agree not to modify, copy, distribute, transmit, display, make available, reproduce, publish, license, create derivative works, transfer, sell or resell any information, software, products or services obtained from or through TheFork Site.
- The copying, transmission, reproduction, re-issue, redistribution or transmission of the content of TheFork Site, in whole or in part, without the prior written permission of TheFork is strictly prohibited. To obtain this authorisation, contact TheFork at the following address:

La Fourchette SAS

70 Rue Saint-Lazare

75009 Paris, France.

Furthermore, Users undertake to not:

- use TheFork Site or its contents for illegal, illegitimate or fraudulent purposes;
- submit User Content or Restaurateur Content to TheFork Site that is inaccurate, illegal and in particular which invades privacy, is abusive, indecent, threatening, incites hatred or violence, or of which the intellectual property rights do not belong to them and for which they do not have the express permission of the rights holder;
- use, monitor, extract or copy the architecture, content or data of TheFork Site or the actions of any User on TheFork Site by using a robot, a spider, a scraper, Spyware, keystroke recorder or any other program or automatic device or manual process for any purpose;
- violate restrictions regarding robot exclusion files on TheFork Site or circumvent measures to prevent or limit access to TheFork Site;
- take any action that imposes, or could impose an unreasonable or excessive burden on the infrastructure of TheFork Site;
- establish an invisible link to TheFork Site for any reason;
- "frame", "reflect" or incorporate any portion of TheFork Site into another site; and
- attempt to modify, translate, adapt, revise, decompile, disassemble or reverse engineer any software program used by TheFork in connection with TheFork Site or its services.

## **4.7 Penalty for breach of contract**

### ***4.7.1 Suspension or Termination of TheFork Site services***

In the event of the total or partial non-compliance or non-respect by a User of any of the obligations or provisions of these Terms of Use, or in the event that a User performs any of the prohibited actions as set out in these Terms of Use, or for any other reasonable reason, TheFork may modify, suspend, limit or remove access to any or all of the services of TheFork Site, including by deactivating the User's account, without notice and without any right whatsoever for the User to claim compensation, and without prejudice to any compensation that TheFork may otherwise claim in court.

### ***4.7.2 Damages***

Without prejudice to the penalties imposed by TheFork under Article 4.7.1, TheFork shall also be entitled to claim compensation for any damage incurred.

## **5. Reviews and User Content**

Users must follow the below rules when posting any User Content and in particular when posting a review on TheFork Site concerning a restaurant listed on TheFork Site.

### **5.1 Conditions for posting reviews**

- To post a review, Users must have an account on TheFork Site that identifies them, or they must have been invited to submit a review via an email sent by TheFork and have reserved or been invited to a restaurant through TheFork Site and have honoured the reservation in the restaurant.
- To avoid any conflict of interest and for obvious reasons of objectivity, if any User works in the restaurant sector, they are not permitted to post a review on TheFork Site.
- The review must contain more than 200 characters and relate exclusively to the restaurant visited. Any review mentioning another restaurant may be rejected by TheFork.

### **5.2 Reasons for rejecting User Content**

User Content may be rejected for the following reasons:

- if the User does not adhere to the "Conditions for posting reviews" as set out above;
- if TheFork believes that its civil or criminal liability may be engaged;
- if the User Content or the elements relating to the identity of the author contain insults or vulgarities;
- if the text of the User Content contains random characters or word sequences with no meaning;
- if the User Content is unrelated to the restaurant being reviewed;
- if the User Content is or is suspected of being a breach of third parties' intellectual property rights;
- if the review raises issues of conflict of interest or fraud, or if TheFork believes that it does amount to such conflict or fraud;
- if the text of the User Content is badly written to the point of being unintelligible;
- if a User makes an inappropriate comment about another item of User Content or its author;
- if the User Content contains personal information or elements likely to lead to identity theft, such as the first or last names of individuals who are not public persons, a telephone number, a postal address or an email address;
- if the User Content mentions websites, hypertext links, URLs, email addresses or telephone numbers;  
or
- if the User Content is clearly spam.

If a User is identified as having posted content which is fraudulent or that TheFork believes to be fraudulent, TheFork, after applying the procedures for the rejection or deletion of the review, may deactivate the User's account (which will cancel all their current reservations and annul any accumulated Yums), and delete all of their posts.

### **5.3 Moderation of reviews**

TheFork has no obligation to moderate or remove reviews. TheFork moderates the reviews, on a reasonable endeavours basis to ensure that the reviews conform to these Terms of Use with a view to publishing, rejecting or deleting the review. Each review is subjected to a pre-publication moderation by automatic filters, and when flagged, to human moderation. The moderation period is 2 weeks maximum. Users may request the moderation of a previously published review by sending an email to [contact@thefork.com](mailto:contact@thefork.com) specifying the reasons for their moderation request.

Any User who has published a review may later request its deletion by writing to [contact@thefork.com](mailto:contact@thefork.com). When TheFork becomes aware that a restaurant has closed or changed ownership reviews posted prior to that event will be deleted. Users may be contacted by TheFork to check the authenticity of their review by email and/or by telephone. Review may be forwarded to site with which TheFork has a partnership and posted on those sites. Users understand and agree that TheFork may include the following information with their reviews: date of registration on the site, number of reviews posted, first name and the first letter of last name, status and date of the restaurant visit. In accordance with the French 'Informatique et Libertés' law of 6 January 1978 (as amended), Users have the right to access, modify, rectify and delete their data, as well as the right to object to the processing of their information for legitimate reasons. Users may assert these rights by clicking [here](#).

#### **5.4 Reviews from several guests**

A User who reserves a restaurant for several guests is invited to input the email addresses of the guests so that they receive practical information about the reservation (address of the restaurant, time of reservation...). Users warrant that they have the prior authorisation of their guests to disclose their email addresses to TheFork. Each guest is then invited to post a review of their experience in the restaurant reserved by the User.

The personal data of guests collected for this purpose will not be reused by TheFork.

#### **5.5 Right of reply**

Each Restaurateur has a right of reply, in particular to:

- give their version of the facts;
- thank the consumer for their contribution; and or
- indicate any changes in the restaurant since the review was written.

The right of reply must be exercised within 3 months of the publication of the review concerned by using [TheFork Manager](#) tool, or by sending an email to: [contact@thefork.com](mailto:contact@thefork.com). Any request to exercise the right of reply by email must include the following elements:

- details of the review;
- identification of its author;
- mention of the disputed sections;
- content of the requested response (the response may not be longer than the review to which it responds).

The response must comply with the provisions of these Terms of Use and will be moderated under the same conditions as Users' reviews and if published will be displayed after the review to which it responds.

#### **5.6 Restaurant ratings**

Any User who reserved a restaurant through TheFork Site and who has honoured their reservation in this restaurant is invited to rate their dining experience.

The rating displayed on TheFork Site for each restaurant corresponds to a weighted average of the given ratings.

#### **5.7 Use of the User Content**

Users agree that by posting User Content on TheFork Site they automatically grant an irrevocable, permanent, non-exclusive, royalty-free licence to TheFork to use, copy, display, adapt, modify, translate, distribute, have distributed or promoted, incorporate into any advertisements or other materials, create derivative works thereof, enhance, disseminate, or otherwise distribute such User Content throughout the world, and to enable third parties to do the same, this in any media whether online or not. In addition, by posting User Content on TheFork Site, Users automatically grant to TheFork all rights necessary to prohibit any display, aggregation, copying or use of such User Content by any third party for any purpose whatsoever. Users agree not to exercise their moral right on the User Content in a manner incompatible with the licences granted above. Users represent and warrant that they are entitled to grant the above licences.

### **6. Privacy**

TheFork has a Privacy and Cookies Statement in place to protect Users' privacy. [Click here](#) to view our current Privacy and Cookies Statement, which also apply to the use of TheFork Site.

## **7. Intellectual property**

### **7.1 Adherence to national and international intellectual property law**

Users agree not to submit, copy, resell, republish, or, in general, make available in any form whatsoever any content, data, information or item received from TheFork or available on TheFork Site, to another individual or legal entity from any country. Users agree to adhere to the intellectual property provisions below.

### **7.2 Ownership of rights**

All moral and patrimonial intellectual property rights relating to the content and information on TheFork Site belong to TheFork, with the exception of third party rights, for which TheFork has obtained the necessary rights or licences.

The rights conferred on Users by using TheFork Site and the services supplied by TheFork do not entail any licence of rights or permission to use or exploit any part of TheFork Site.

### **7.3 Protection of all elements: trademarks, designs, logos, hyperlinks, information, etc.**

All elements (brands, designs, texts, hyperlinks, logos, images, videos, sounds, software, screen lay-out, databases, codes etc.) in/on TheFork Site and on associated sites are protected by national and international intellectual property law. These elements remain the sole property of TheFork and/or its licensors.

### **7.4 Prohibition on unauthorised use**

Therefore, without prior written permission from TheFork and/or its partners, users may not reproduce, represent, republish, redistribute, adapt, translate and/or amend in part or in full, or transfer to another media, any information from TheFork Site.

### **7.5 Penalties**

Users acknowledge and understand that failure to comply with the provisions of this Article 7 constitutes an infringement punishable by civil and criminal law.

## **8. Limitations of liability**

### **8.1 Warning**

It is up to Users to make any checks that seem necessary or opportune before making a reservation in one of the restaurants listed on TheFork Site.

TheFork offers no warranty whatsoever in relation with the Restaurateur Content or the services and/or commercial practices of the third parties listed on TheFork Site. Accordingly, TheFork does not warrant that Users will be satisfied with the products, services and/or business practices experienced following a reservation made through TheFork Site.

TheFork offers no warranty in relation with the content, objectivity or accuracy of the User Content, including but not limited to the reviews posted by Users on TheFork Site.

### **8.2 Modification of TheFork Site**

Given the interactivity of TheFork Site, all information it contains is subject to change at any time, without this engaging the responsibility of TheFork.

### **8.3 Use of TheFork Site**



Due to the specific nature of the Internet, TheFork does not warrant uninterrupted access to TheFork Site or service continuity, the only obligation of TheFork being one of reasonable endeavours in this respect.

TheFork shall not be liable for any failure to access TheFork Site or for any damage or loss arising out of the use or inability to use TheFork Site or its content, except as provided by law.

TheFork does not warrant that the information displayed is detailed, complete, verified or accurate. The Restaurateur Content, information, restaurant pages and, in general, any content on TheFork Site are provided "as is" without any express or implied warranties of any kind whatsoever.

Users expressly acknowledges that the photos on TheFork Site are not contractual.

Users generally accept and acknowledge that the reservation with a restaurant is not guaranteed. Accordingly, TheFork does not guarantee the effectiveness of the reservation service. Availability is checked in real time via computer. However, as TheFork cannot physically verify the accuracy of the information collected and/or provided by the restaurants, Users agree that TheFork cannot be held liable if Users fail to benefit from the services of the restaurant. Indeed, the settings of the real-time reservation software depend partly on the information provided and/or recorded by the restaurant and may not correspond to reality. Thus, for example and without limitation, Users acknowledge and accept that TheFork is in no way liable if a reservation is cancelled, the establishment is closed (for whatever reason), or where any third party refuses to provide any service, for any reason whatsoever.

Similarly, Users accept that TheFork is in no way liable if Users fail to benefit from promotions or special offers proposed by a restaurant. Users acknowledge and accept that TheFork is in no way liable in the event that a restaurant does not honour a promotion or a special offer for any reason whatsoever.

#### **8.4 Users warranties and indemnities**

Users warrant that they are fully familiar with the features and limitations of the internet. In particular, they acknowledge that it is impossible to guarantee that the data sent by Users over the internet will be fully secure. TheFork cannot be held responsible for any incidents which could arise from this transmission of data.

Users agrees to indemnify TheFork against any liability, damage, expense, claim or cost, incurred by TheFork arising from any claim or dispute, in or out of court, in relation with the use of the services of TheFork, including the posting of User Content on TheFork Site by Users.

In any case, Users explicitly acknowledge and agree to use TheFork Site at their own risk and under their sole responsibility.

#### **8.5 Notification and removal of illegal content**

Any Users may give notice of a claim or objection relating to illicit elements or content posted on TheFork Site.

If a User believes elements or content posted on TheFork Site is illegal and/or in breach of their copyright, they must notify TheFork by registered letter with acknowledgment of receipt addressed to the "Legal Department" or by email to [contact@thefork.com](mailto:contact@thefork.com) stating "For the attention of the Legal Department" in the subject line and including all available evidence to support ownership of the rights, if any. Once this procedure has been followed, and after the accuracy of the notice has been checked, TheFork shall endeavour to promptly remove the illicit content.

TheFork acts as an intermediary in the provision of its services to Users. Consequently and in accordance with Article 6 I.3 of French Law on Confidence in the Digital Economy (LCEN) of 21 June 2004 (as amended), TheFork cannot be held criminally liable for the information stored on TheFork Site if it did not have actual knowledge of the illegal activity or information (including User Content, Restaurateur Content, etc.) or if, as soon as it became aware, prompt action was taken to remove such information or block access to it.



## **9. Other provisions**

### **9.1 Severability - Dissociation - Titles**

In the event that any provision of these Terms of Use are declared null and void, illegal, unenforceable or inapplicable, the validity, legality, enforceability or application of the other provisions of these Terms of Use shall in no way be affected or impaired, these other provisions remaining in force and retaining their full effect.

TheFork may proceed to draft a new clause with the effect of restoring the common will of the Parties as expressed in the initial clause, this in accordance with applicable law.

The titles of the articles herein are for illustrative purposes only and are not to be considered an integral part of these Terms of Use.

### **9.2 No waiver**

Except as may be otherwise provided in these Terms of Use, the failure or delay by TheFork in exercising any of its rights or remedy under the terms these Terms of Use shall not constitute a waiver of the right or remedy or prevent any further exercising of the right or remedy. On the contrary, such right or remedy shall remain in full force and effect.

### **9.3 Applicable law**

To the extent permitted by law, these Terms of Use and relationship between TheFork and Users are governed and interpreted in accordance with by French law. To the extent permitted by law, where these Terms of Use have been drafted or translated into other languages, only the French version of these Terms of Use shall prevail.

### **9.4 Jurisdiction**

To the extent permitted by law, any claim, dispute or matter arising under or in connection with these Terms of Use shall be dealt with by the competent courts of Paris.

Pursuant to EU Directive 2013/11/EU of 21 May 2013 on the out-of-court settlement of consumer disputes, the link to the European online dispute resolution platform can be found below: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN>

## **PART 2. LOYALTY PROGRAM - SPECIAL CONDITIONS**

These Loyalty Program – Special Conditions complement Part 1: General Conditions of Use. In the event of any inconsistency between the provisions of this Part 2, Loyalty Program – Special Conditions and those of Part 1, General Conditions of Use, the provisions of this Part 2, Loyalty Program – Special Conditions shall prevail.

### **1. Description of the Loyalty Program**

The loyalty program allows Users to accumulate loyalty points ("Yums") after a reservation on TheFork Site that is duly honoured (the "Loyalty Program").

### **2. Participation in the Loyalty Program**

Any User who holds an account on TheFork Site is eligible for the Loyalty Program.

Participation in the Loyalty Program is free and automatic.

### **3. Earning Yums**

#### **3.1 General conditions for earning Yums**

The Loyalty Program allows Users to accumulate loyalty points after a reservation on TheFork Site that is duly honoured, regardless of the restaurant reserved on TheFork Site and whether the reservation was made with or without promotional offer.

When a reservation is made on TheFork Site and duly honoured, Users obtain a pre-defined number of Yums (which may vary, depending in particular on the method of reservation: website, mobile or application) seven days after the date of the meal, regardless of the number of guest associated with the reservation and regardless of the country where the reservation was made.

In the event that the reservation is made with a Loyalty Discount (as defined in article 4.1 below) or cancelled by the User or if the User does not go to the restaurant and honour the reservation (no-show), the User does not earn Yums.

The amount of Yums earned by each User is stored and can be accessed in the "My Loyalty" section [of the User account](#).

#### **3.2 Special conditions for earning Yums**

##### **3.2.1 Special promotions with promotion code**

From time to time TheFork puts in place special promotions for a limited period during which Users may gain more Yums than usual (the "Special Promotion").

During each Special Promotion, Users receive an email specifying the conditions for earning extra Yums. One of these conditions is the obligation to enter a promotion when Users make their next reservation on TheFork Site (the "Promo Code").

The amount of Yums obtained through the Special Promotion is stored and can be accessed in the "My Loyalty" section [of the User account](#).

When issued, the Promo Code has a validity period limited to the duration of the Special Promotion. The Promo Code has no monetary value and cannot be loaned, transferred or sold to anyone or used for any purpose other than those defined by TheFork in these Loyalty Program – Special Conditions.

### **4. Using Yums**

#### **4.1 Loyalty Discount conversion**

Once obtained and after reservation on TheFork Site, Yums can be converted into a price discount deducted from the bill of a restaurant who is enrolled in the Loyalty Program (the "Loyalty Discount").

The chart for Yums conversion into a Loyalty Discount can be accessed in the "My Loyalty" section [of the User account](#).

The list of Loyalty Program partner restaurants is available in the loyalty space of the User account on TheFork Site. Partner restaurants are also identified anywhere on TheFork Site with a specific mention.

To convert Yums into Loyalty Discount, Users must select a Loyalty Program partner restaurant, choose the Loyalty Discount option and a time slot where Loyalty Discount are accepted before validating their reservation.

That Loyalty Program partner restaurant is then responsible for automatically and without further formalities deducting the Loyalty Discount from the bill.

If the amount of the Loyalty Discount is greater than the amount of the bill, the deduction made by the restaurant may not exceed the amount of the bill. In other words, the restaurant cannot pay the User the difference between the amount of the Loyalty Discount and the amount of the bill.

In the event that there is a promotional offer that can be combined with a Loyalty Discount, the restaurant will apply the promotional offer before the deduction of the Loyalty Discount.

Yums earned by Users can be converted into Loyalty Discount during their validity period as displayed in the Loyalty Program presentation page of TheFork Website. Yums' expiration date can be viewed in the "[My Loyalty](#)" section of the User's account.

The Yums are strictly personal, have no monetary value and cannot be loaned, transferred, or sold to anyone or used for any purpose other than those defined by TheFork in these Loyalty Program – Special Conditions.

#### **4.2 Cancellation / no-show**

If a User has reserved with a Loyalty Discount and cancels the reservation, or if the restaurant cancels the reservation, the Yums converted to Loyalty Discount at the time of reservation will be re-credited to the User's account and may be used for a new reservation.

If a User does not go to the restaurant (no-show), the Loyalty Discount and the Yums thus converted are lost and will not be re-credited to the User's account.

#### **5. Deletion of Yums**

TheFork reserves the right to withhold or delete Yums obtained through the use of Promo Codes or Sponsorship Codes by any User where TheFork reasonably determines or believes that the use or redemption of the Promo Code or Sponsorship Code was fraudulent, illegal, made in error or in violation of the applicable Special promotion conditions or these Loyalty Program –Special Conditions.

Furthermore, failure by Users to comply with these Terms of Use (including failure to honour several reservations (no-shows)), any abuse or fraudulent use of TheFork Site and/or Yums, or any behaviour prejudicial to the interests of TheFork may result in the deactivation of the User's account and/or the immediate deletion of all or part of the Yums stored in the loyalty space of the User's account on TheFork Site, without prior notice or compensation.

#### **6. Modification/Suspension/closure of the Loyalty Program**

TheFork reserves the right to modify, suspend, or terminate the Loyalty Program at any time without incurring any liability whatsoever. In this case, TheFork will inform Users by email and/or posting on TheFork Site indicating the new terms and conditions of the Loyalty Program and/or the terms of the closure of the Loyalty Program.

## **7. Limitation of Responsibility**

With respect to the Loyalty Program, TheFork is only obliged to use reasonable endeavours and accept liability only in relation to the attribution of Yums to the Users. Consequently, TheFork cannot be held liable for any claims relating to Yums after they have been duly attributed to a User by TheFork. More specifically, TheFork has no liability once Yums have been converted into a Loyalty Discount by a User.

As such, TheFork is not responsible for any failure by the restaurant to apply the Loyalty Discount to the User.

In any event, TheFork declines any responsibility in connection to the Loyalty Program in the event of contractual breach and/or fault of the User.