

This new version of Terms of Use:

- Will apply to all Customers from February 25<sup>th</sup> 2022.
- It applies as of January 24<sup>th</sup> 2022 to Customers that have signed up or hired TravelPerk services from that date onwards
- For customers that signed up or hired TravelPerk services before January 24<sup>th</sup> 2022, the previous version of Terms of Use available here will apply until February 24<sup>th</sup> 2022.

Review TK legal January 24<sup>th</sup> 2022

## **TRAVELPERK TERMS OF USE**

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## 1. SCOPE AND DEFINED TERMS

These terms of use (“**Terms of Use**”) set out the terms and conditions for access and use of TravelPerk’s Services (as defined below) through the Site and through the corresponding App, as well as through all its related or linked Sites from [www.travelperk.com](http://www.travelperk.com) (the “**Platform**”).

**Please read these Terms of Use carefully before using TravelPerk’s website, Platform and Services.**

By accessing any part of TravelPerk’s Platform or Services or otherwise making a Booking or using the Platform and/or Services thereof, Customer and User acknowledge and accept these Terms of Use, as amended from time to time, in full, regardless of whether or not User registers on the Platform or subscribes to TravelPerk’s Services.

If Customer or User do not accept these Terms of Use they should not use the Platform or the Services.

Customers acknowledge that any User who makes use of TravelPerk’s Platform under the Customer account, will be subject to TravelPerk Terms of Use, as amended from time to time.

These Terms of Use replace any previous version accepted by Customer and Users.

Certain clauses or subclauses of these Terms of Use only apply to Customers and not to Users. Clauses and subclauses that only refer to “Customer” and not to “Users” shall only apply to Customers.

If Customer has a previous agreement or agreements signed with TravelPerk, these Terms of Use also apply to Customer and its Users and replace any previous existing version of Terms of Use. However, the content of such agreement will prevail over these Terms of Use to the extent such prevalence is included in such agreement.

TravelPerk Services are addressed to business and/or professional environment and for business and/or professional reasons.

These Terms of Use are provided by TravelPerk. Any services, representation, or content provided by any TravelPerk group company is subject to these Terms of Use.

Customer and Users may print these Terms of Use on paper or save the document in electronic format. TravelPerk informs that it will retain these Terms of Use for the term established in the applicable regulations.

TravelPerk may be contacted at [salesops@travelperk.com](mailto:salesops@travelperk.com) with any questions about these Terms of Use or about any other legal terms agreed between TravelPerk and the Customer.

### **Definitions**

“*Affiliate*” *means any entity that directly or indirectly controls, is controlled by, or is under common control (where control means the ownership of a majority share of the stock, equity or voting interests of such entity) with Customer or TravelPerk, or any party with a direct or indirect shareholding or equity interest in Customer or TravelPerk.*

“*Admin*” *are the Customers’ employees or representatives who act in representation of the Customer and who have administration rights on the Platform.*

<i>“App”</i>	<i>means the mobile application owned by TravelPerk through which a User may access the Services.</i>
<i>“Book(ed)ing”</i>	<i>means a flight, train, shipping, car reservation or hotel accommodation reservation booked by the Customer using the Platform. A Booking is characterized by owning a unique PNR number.</i>
<i>“Customer”</i>	<i>means the legal entity or, in case of freelances, the person who is contracting with us for the provision of the Services. Where applicable references to Customers shall be deemed to include Affiliates of the Customer who make use of TravelPerk’s Platform or Services under or as a result of a Customer account.</i>
<i>“Fees”</i>	<i>means all amount due and payable by the Customer to TravelPerk in consideration of the provision of Services (including Premium and Pro Services together with any other service offered by TravelPerk from time to time as part of the arrangement, facilitation, support and management of Travel Services. Fees do not include the cost of Bookings paid or payable by Customers for Travel Services (i.e., the cost of flights, hotel, car rental, train tickets etc.)</i>
<i>“FlexiPerk”</i>	<i>means Flexible cancellation Services as more fully described in clause 4.5.</i>
<i>“Invoice collection service”</i>	<i>has the meaning set forth in clause 4.6.</i>
<i>“Parties”</i>	<i>means TravelPerk, the Customer and the Users.</i>
<i>“Service Order”</i>	<i>means an order for Services mutually agreed between TravelPerk and the Customer, which incorporates these Terms of Use by reference.</i>
<i>“Services”</i>	<i>means the business travel services agreed between the Customer and TravelPerk accessed through the Platform. Services may include Premium and Pro Services, Bookings, flexible cancellation services, travel carbon emissions offsetting, invoice collection, free booking services and any other service provided by TravelPerk through the Platform from time to time. The content of the Services is described on the Site (including without limitation at <a href="https://www.travelperk.com/pricing/">https://www.travelperk.com/pricing/</a>);</i>
<i>“Site”</i>	<i>means the TravelPerk website located at <a href="http://www.travelperk.com">www.travelperk.com</a>.</i>
<i>“Third Party/ies”</i>	<i>means any third party supplier of information, services or content which are provided via the Platform or via the Services;</i>
<i>“TravelPerk Documentation”</i>	<i>means the applicable Services description and any user guides and information provided by TravelPerk as set out on the Platform and any supporting information policies or documents, as published by TravelPerk and</i>



*updated from time to time, accessible via TravelPerk's Platform as part of the applicable Service or sent to the Customer;*

<i>"TravelPerk"</i>	<p><i>means the TravelPerk group company responsible for the Platform and for providing the Services in Customer's country/region.</i></p> <p><i>Except as otherwise agreed with the Customer in a separate agreement or otherwise:</i></p> <ul style="list-style-type: none"><li><i>- For Customers who are located in the United States of America or Canada (including related Affiliates registered in the Platform under the Customer account, regardless of where those entities are located), the contracting entity is TRAVELPERK AMERICA, INC;</i></li><li><i>- For any other Customer (including related Affiliates registered in the Platform under the Customer account regardless of where those entities are located) Customer is contracting with TRAVELPERK, S.L.U.</i></li></ul>
<i>"Travel Services"</i>	<p><i>means a flight, train journey, ship journey, car rental or hotel accommodation together with any ancillary services provided by a Travel Supplier;</i></p>
<i>"Travel Supplier(s)"</i>	<p><i>means those Third Party entities which provide air, rail, sea services, hotel or other accommodation services and/or car rental services;</i></p>
<i>"Traveler"</i>	<p><i>means a person (such as an employee, manager, director or contractor) who uses the Platform and the Services as a result of the Customer (or Affiliates) TravelPerk account;</i></p>
<i>"User"</i>	<p><i>means any person using the Platform and any person linked to the Customer (either as a result of a labour relationship or other relationship with Customer) who as a result of or under the Customer's account, makes use of TravelPerk's Platform or Services. For the sake of clarity, the term "User" shall be deemed to include Travelers.</i></p>

## **2. INFORMATION ABOUT TRAVELPERK**

Corporate Name: TRAVELPERK, S.L.U.

Registered Office: Av. Catedral 6-8, 1<sup>st</sup> Floor, 08002, Barcelona Spain.

Spanish Tax identification number: B-66,484,577.

Registry information: Commercial Registry of Barcelona, Volume 44779, Page 131, sheet B-467263.

Corporate Name: TRAVELPERK AMERICA INC.

Registered office: 3415 S Sepulveda Blvd, Suite 1100, Los Angeles, CA 90034, USA

EIN/Tax identification: 46-1832033

A company duly incorporated under the laws of Delaware.

## **3. UPDATE AND AMENDMENT OF THESE TERMS OF USE**

- 3.1 TravelPerk reserves the right to update, revise or amend the Terms of Use at any time, in which case it will provide the Customer with reasonable prior notice and the updated Terms of Use from time to time.
- 3.2 Customer's continued use of TravelPerk's Platform and Services after such changes enter into force constitutes Customer's acceptance of the new Terms of Use, which shall be binding on all Customers and Users. Customer should check the website from time to time to review the current Terms of Use.
- 3.3 These Terms of Use were last updated in the date indicated at the bottom.

#### **4. BUSINESS TRAVEL SERVICES**

- 4.1 TravelPerk currently offers the Services as set out in these Terms of Use and in the relevant sections in the Platform as updated from time to time. The Services provided by TravelPerk to the Customer shall be the ones agreed between them through different means such as accepting the Terms of Use, signing a separate agreement and/or an order form.
- 4.2 The content and functionalities of the Services (such as Premium Services and Pro Services) are explained in the Platform (including without limitation at <https://www.travelperk.com/pricing/>).
- 4.3 By using TravelPerk's Platform to purchase Bookings and Services, the Customer authorizes TravelPerk to purchase, book and, where applicable, pay the travel Services to Travel Suppliers necessary to ensure that the Bookings are made correctly.
- 4.4 Customer shall follow the required process and terms for changes and cancellations. If the booking is refundable and Customer wants to modify or cancel a booking, provided the Customer follows the required process and terms for changes or cancellations, TravelPerk will refund Customer the corresponding booking charge less any costs applied by the Travel Supplier for such cancellation or modification. In such case, TravelPerk will refund to Customer the corresponding repayment (less any applicable charges), to the original payment method for automatic payment methods or, for other payment methods, by discounting such charge from Customer's next invoice or by credit note. If Customer has hired FlexiPerk (as defined below), the specific terms of such Service shall apply.
- 4.5 Flexible cancellation Services ("**FlexiPerk**") consists of a service provided by TravelPerk, which entitles Customer to cancel bookings made through TravelPerk's Platform for any reason and to obtain a refund to a certain limit, provided that the Customer expressly notifies of such cancellation in writing (by email or through the platform) or by phone to TravelPerk's customer care service, within specific timeframes and subject to the other terms and conditions of the FlexiPerk service.
- 4.6 Invoice collection service ("**Invoice Collection Service**") consists of TravelPerk collecting invoices from eligible Travel Suppliers on behalf of the Customer. This Service is limited to the specific territories available at a specific time and which will be communicated by TravelPerk to the Customer from time to time. TravelPerk will only charge the fee based on success. The Customer

acknowledges that invoices are issued by the Travel Suppliers and that TravelPerk has no liability in this regard. The Customer also agrees that the Invoice Collection Service or any information provided before to the Customer does not constitute any form of tax advice and does not guarantee that the relevant Tax Authority will eventually refund the amounts equivalent to the VAT paid by Customer.

- 4.7 Only Users authorized by the Customer may hire TravelPerk Services in the name of the Customer.
- 4.8 Except as otherwise indicated by the Customer, Admins are authorized users to hire Services on behalf of the Customer.
- 4.9 In the event the Customer realized that a non-authorized User has hired Services in the name of the Customer, the Customer shall immediately communicate such circumstance in writing to TravelPerk.
- 4.10 Customer may be using the Platform or certain Services as a result of an agreement with a third party that is reselling to Customer TravelPerk services. In such cases, these Terms of Use shall always apply.
- 4.11 The Platform makes use of certain algorithms which are of TravelPerk's property. Such algorithms will display information in the Platform according to elements like price, distance from city centre, affiliation program, User's elections in the past, discounts, availability or other features.

## 5. TRAVELPERK MARKETPLACE (AND API) TERMS OF USE

- 5.1 TravelPerk provides access to Third Party applications and services ("**Third Party Applications**") via TravelPerk's marketPlace sections in the Platform for the benefit of its Customers. Some of such Third Party Applications are integrated with TravelPerk Platform and/or interact via one or different TravelPerk API or otherwise with TravelPerk's Services.

By visiting the Marketplace, the Customer agrees that access to and use of Marketplace and TravelPerk's API's is governed by the API and MarketPlace Terms of Use available at <https://developers.travelperk.com/docs/travelperk-marketplace-and-api-terms-of-use> ("**API and MarketPlace Terms**"), which Customer acknowledges create a binding legal agreement between the Customer (and where applicable, Affiliates) and TravelPerk.

- 5.2 The Customer represents that it has the authority to bind its company or organisation to the API and MarketPlace Terms and to deploy and integrate Third Party Applications into and with the Customer's account with TravelPerk.
- 5.3 The Customer acknowledges that it accesses the website content of and/or purchase products and services from Third Party Applications solely at its own risk. TravelPerk makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any Third Party Application or any transactions completed, and any contract entered into by the Customer with any such third party.

Any contract entered into and any transaction completed via any Third Party Application is between the Customer and the relevant third party, and not TravelPerk. The Supplier



recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website.

TravelPerk does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services. Please refer to our API and MarketPlace Terms mentioned in clause 5.1 above for more information.

- 5.4 Subject to Customer's compliance with the Terms of Use and the API and MarketPlace Terms, the Customer may:
- (i) use the APIs to access and use the TravelPerk Content and Customer Data and to access or link to Third Party Applications on a revocable, non-exclusive, non-assignable, non-transferable basis; and
  - (ii) develop Customer's access and integration to the TravelPerk Services, TravelPerk Content and Customer Data, and Third Party Applications provided by TravelPerk or through the TravelPerk MarketPlace via the APIs.
- 5.5 For each Authorized Application, Customer will need to obtain an application identifier or other credentials from TravelPerk in order for a Third Party Application to access and use the TravelPerk Services and TravelPerk Content and any Customer data and content. All information Customer provides to TravelPerk must be accurate.
- 5.6 Customer is solely and entirely responsible for all uses of the TravelPerk Services, TravelPerk Platform and Third Party Applications occurring under Customer's credentials. Before providing access to the TravelPerk Services via API, TravelPerk may require Customer to permit TravelPerk to perform testing of the Third Party Application, as is or may be necessary to ensure that the Third Party Application will not adversely affect TravelPerk's website, application and services.

## **6. USER REGISTRATION AND CUSTOMER ACCOUNT IMPLEMENTATION**

- 6.1 To register on the Platform, Users must, where applicable, correctly and fully complete the registration form and accept these Terms of Use and TravelPerk Privacy policy.
- 6.2 The information provided to TravelPerk on the Platform or otherwise for registration and creation of Users must be correct and up-to-date. TravelPerk reserves the right to delete Users that provide false or incorrect information.
- 6.3 In order for the Services to be rendered by TravelPerk to the Customer, account must be properly implemented in the Platform and Customer collaboration is essential for such purpose. The Customer undertakes to provide all necessary information (including personal data) and cooperation to TravelPerk in order for the implementation to be satisfactory. TravelPerk will not be liable for incomplete or unsuccessful implementations of Customer accounts in those cases where the lack of successful implementation is due to a Customer act or due to lack of cooperation from the Customer.

- 6.4 Customer is responsible for maintaining the confidentiality of its account access credentials, the credentials of Users, and the security of Customer's systems and networks that it uses to access the Services. If Customer has reason to believe that any User account is no longer secure, then it shall notify TravelPerk as soon as possible.

## **7. CUSTOMER AFFILIATES REGISTERED UNDER A CUSTOMER ACCOUNT**

- 7.1 TravelPerk and the Customer agree that the provision of the Services and the use of the Platform subject to these Terms of Use may apply to Customer's Affiliates indicated by the Customer and their respective Users. Such Affiliates will be registered under the Customer's account in TravelPerk. Customer shall expressly indicate to TravelPerk the relevant information required.
- 7.2 Where a Customer is hiring Services in the name of an Affiliate, the Customer confirm it has full legal authority to request the Services to be rendered to Affiliates.
- 7.3 Each relevant Affiliate registered under a Customer account must only access the Platform subject to its agreement with these Terms of Use and such Affiliate accepts that TravelPerk may enforce such terms against Affiliates directly.
- 7.4 The Customer guarantees jointly and severally, without limitation and unconditionally, on first demand by TravelPerk, each and every obligation and liability assumed by each Affiliate registered under the Customer account which accesses the Platform or makes use of the Services. This guarantee shall remain in effect for the entire term of effectiveness of the Services and until the Affiliates have fulfilled any outstanding obligations. The Customer shall promptly notify TravelPerk if it becomes aware of any unauthorised use or breach of these Terms of Use by the Customer, Affiliates or any third party.
- 7.5 Where invoices are directly issued to Affiliates, Affiliates registered under the Customer account shall be considered separate Customers of TravelPerk and even though the Customer grants the guarantee indicated in clause 7.4 above, TravelPerk shall first address the claim for unpaid invoices or breach to the relevant Affiliate. Only when the Affiliate has not provided a prompt satisfactory response will TravelPerk address the claim to the Customer.
- 7.6 The Customer undertakes to inform TravelPerk forthwith in writing of any changes of control or changes to its Affiliates' right to use the Services and/or to benefit from the Services, or where any Affiliate registered under the Customer account is no longer a part of the Customer's group of companies. In this case, the Affiliates shall immediately cease to use the Services. The Customer's obligation of responsibility to TravelPerk as set out at clause 7.4 shall continue to apply until the Affiliate is removed from the Customer account. Should the Affiliate be interested in obtaining TravelPerk Services directly, it may enter into a separate agreement with TravelPerk.

## **8. TRAVELPERK OBLIGATIONS**

- 8.1 TravelPerk warrants that it will offer the Customer Services with a variety of Travel Suppliers to provide the Customer with flexibility of choice and a range of travel opportunities, and that any bonus or commission which TravelPerk may receive from its Travel Suppliers will not affect the independence and fairness of the Services offered to the Customer.



- 8.2 The Services are dependent upon the availability and quality of the Travel Supplier services and the Travel Supplier's obligation to fulfil those Travel Services over which TravelPerk has no control and no liability. TravelPerk does not warrant that the results of the Services rendered by Travel Suppliers will meet Customer's specific requirements and TravelPerk has no responsibility or liability for the actions or services provided by Travel Suppliers.
- 8.3 Any new upgrades or features which increase or enhance the Platform or the Services, including the release of new tools and resources, are subject to these Terms of Use as updated from time to time. TravelPerk may, in its sole discretion, modify and make improvements to the features of the Services from time to time without prior notice to Customer. Customer's use of the Services is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by TravelPerk regarding future functionality or features.
- 8.4 TravelPerk is not responsible for any damage or loss that may result from interference, omission, interruption, computer viruses, breakdowns and/or disconnections in the operational functioning of the electronic system or user's devices due to causes beyond TravelPerk's control, which prevent or delay the use of the Platform, nor for any delays or obstructions in the use caused by deficiencies or overloading of the Internet or other electronic systems, nor for the impossibility to provide the service or allow the access for causes beyond TravelPerk's control and due to the users, third parties, failures in our partner's and supplier's computer systems or force majeure issues.
- 8.5 Notwithstanding the foregoing, TravelPerk has taken and will take reasonably necessary measures, within its capabilities and the conditions of technology, to ensure that the Platform works properly and to avoid the existence and transmission of viruses and other harmful components to the Users.
- 8.6 TravelPerk will use reasonable endeavours to ensure that the Platform and the Services do not contain or promulgate any viruses or other malicious code. However, it is recommended that Customers and Users check all such materials and regularly check for the presence of viruses and other malicious code.
- 8.7 TravelPerk has no control over the use of the Services by the Users of the Platform. Customer is fully responsible to ensure that Users only access and use the Platform and the Services in accordance with all legal requirements, local laws, these Terms of Use and will do so in a diligent and cautious way. TravelPerk is not responsible for the use that Users make of the contents of the Platform that may involve a violation of any national or international law, intellectual property rights or any other Third Parties' right.
- 8.8 TravelPerk is only responsible for making the reservation and giving information on travel Services (including, among others, checking availability of transport services and hotel accommodation, booking trips, the arranging of travel tickets and reservations for business travel and customer support) but it is not liable for Travel Supplier acts or omissions.
- 8.9 Once the Travel Service has been booked and the reservation confirmed by TravelPerk, all Third Party products and services are the responsibility of the Travel Supplier and are subject to the terms and conditions and other contractual requirements of the Travel Supplier.

TravelPerk has no responsibility or liability for the failure of any Travel Supplier to meet its obligations or to fulfil the requirements of any Booking and any recourse or remedy of the Customer due to the failure of any travel Booking for any breach, default or deficiency should be addressed with the Travel Supplier.

- 8.10 Third Party services (such as those announced through Marketplace) provided by Third Parties to the Customer are subject to the terms and conditions and other contractual terms of the Third Party.
- 8.11 Whilst TravelPerk endeavours to ensure that its Platform is normally available 24/7/365, TravelPerk shall not be liable if for any reason the website is unavailable or cannot be accessed at any time or for any period. Access to the Platform may be exceptionally suspended temporarily and without notice in the case of system failure, repair or for any other reasonable cause. Where possible, TravelPerk will use reasonable endeavours to give prior notice to Customers.
- 8.12 Customer acknowledges that although TravelPerk endeavours to ensure that information on the Platform and provided via the Services is accurate and complete, TravelPerk relies on third parties for the provision of travel information and Travel Services and cannot be held responsible or liable for any inaccuracies or failure of the Services which are due to the default or failure of a Third Party Travel Supplier or Third Party service provider.

## **9. OBLIGATIONS OF CUSTOMER AND USERS**

- 9.1 Customer acknowledges and accepts that access and use of the Platform and Services by the Customer and any User is subject to these Terms of Use. Customer and Users agree not to use the Platform in any way that could prevent, hinder or damage the proper functioning of the Platform, the rights of TravelPerk, Users or any Third Party.
- 9.2 Customer and Users agree to be bound by these Terms of Use. Payment obligations are for Customers only and do not apply to Users.
- 9.3 Customer agrees to pay to TravelPerk all costs and charges incurred by TravelPerk for all Bookings together with any Fees for Services (if due), whether the Booking has been made via the Platform or by any other Service provided by TravelPerk (including without limitation any bookings made directly through TravelPerk's Customer services team).
- 9.4 Customer shall at times (a) provide TravelPerk with good faith cooperation and access to such information and personnel assistance as may be reasonably required by TravelPerk in order to provide the Services from time to time, and (b) carry out in a timely manner all other Customer actions or tasks needed for a complete implementation of the Customer (which includes related Users) account.
- 9.5 Customer shall ensure that all Users comply with the Terms of Use. Customer shall be responsible for non-compliance by Users and shall promptly notify TravelPerk of any suspected or alleged violation of the Terms of Use by a User or unauthorised third party and shall cooperate with TravelPerk with respect to TravelPerk's investigation and any actions to enforce the Terms of Use.

TravelPerk may suspend or terminate Customer or any User's access to the Services upon notice to Customer if TravelPerk reasonably determines that such User has violated the Terms of Use.

- 9.6 Customer shall provide Users with information and notices relevant to Customer's booking as required by employment law and other applicable laws.
- 9.7 Access to and use of the Platform and Services is dependent upon access to the telecommunications and Internet services, either directly or through devices that access web-based content, and Customer is solely responsible for access, and charges or service fees associated with such access including security of access. Customer agrees not to access the Services by any means other than through the interfaces that are provided or approved by TravelPerk.
- 9.8 Customer is solely responsible for keeping confidentiality of its access credentials and of the security of the Customer systems, networks and information used to access and make use of the Platform. If for any reason the Customer suspected that the security of the Customer account or accounts or of the Customer systems or network has been compromised or there is a risk that it may be compromised, it will immediately notify TravelPerk in writing at [personaldata@travelperk.com](mailto:personaldata@travelperk.com). Passwords must be personal and non-transferable, and may not be transferred, even on a temporary basis, to third parties.
- 9.9 The Customer declares that all information provided by them in relation to itself or its Users in order to enter the Platform, before and during use, is true, complete and accurate and warrants keeping this information updated.
- 9.10 The Customer shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws, regulations and the rights of others. The Customer agrees not to use this Platform or Services for illegal or improper purposes or in any manner that would violate the rights of any third party. The Customer shall be responsible for the compliance of its Users (and Affiliates, if applicable).
- 9.11 The Customer acknowledges and represents to have the authority and permission to book trips for their employees, officers, agents and to be legally authorized to use Traveler's personal data to book the Travel Services. The Customer shall not resell the Services to third parties.
- 9.12 In accordance with the EU Directive on eCommerce and their local transpositions, as applicable, TravelPerk informs the Customer that the order confirmation email is the proof of its contractual relationship with TravelPerk.
- 9.13 The Customer warrants, represents and undertakes that it will not access the Services or the Platform for the purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.
- 9.14 Customers are responsible for any damage, loss, claim or liability incurred by TravelPerk caused by Customer's or any User's use of the Platform and/or the Services. Customer is responsible and liable to TravelPerk for any entity and User using the Platform or the Services via the Customer's

account (including all Users and Affiliates) and shall indemnify TravelPerk in case of breach of this Terms of Use or damages.

- 9.15 Services are not intended to be a data back-up or storage service for Customer. In the event of any loss of Customer data, TravelPerk shall use reasonable efforts to restore such Customer data but the Customer acknowledges and accepts that this may not be possible and that TravelPerk gives no guarantees in this regard.
- 9.16 Customer declares it has the full right, power and authority to enter into these Terms of Use, to perform any of its obligations hereunder, and to consummate all of the transactions contemplated by these Terms of Use, and that no consent of any other person or entity is required by it to fully perform as contemplated by these Terms of Use.

## **10. LIMITED LIABILITY AND INDEMNITY**

- 10.1 The Customer and TravelPerk shall be liable to the other without limit for any wilful intent, fraud or theft by it or its employees or death or personal injury caused by a party's negligence or that of its employees or for fraudulent misrepresentation.
- 10.2 TravelPerk is only responsible for arranging the reservation of Travel Services (including, among others, checking availability of transport services and hotel accommodation, booking trips and the arranging of travel tickets and reservations for business travel) in addition to providing Customer support as set out in the TravelPerk Documentation.
- 10.3 Services, Travel Services or applications, data and information are provided 'as is' without guarantee, warranty or representation as to fitness for purpose or otherwise, and TravelPerk is not responsible for the provision of Travel Services, third party services or for the accuracy, up to date nature, or content of the Third Party data and information. TravelPerk does not and cannot warranty that access to the Platform will be available without interruption at any time.
- 10.4 The total aggregate liability of TravelPerk to Customer or any third party in connection with the provision of Services, the use and access to the TravelPerk Platform (including personal data related matters) and in connection with any Travel Services Booked or arranged through TravelPerk, is limited to proven direct damages suffered directly by Customer or Affiliate due to default by TravelPerk and is limited to and shall in no event exceed:
- (i) for Customers that pay Fees to TravelPerk, to a maximum aggregate amount equal to the total value of the Fees actually paid by Customer and Affiliates to TravelPerk in the twelve (12) months preceding the event or circumstances giving rise to any claim or ten thousand (10.000) euro, whichever is higher;
  - (ii) for Customers that do not pay Fees to TravelPerk (even if they make Bookings through the Platform), TravelPerk will not pay any compensation to the Customer or Affiliates. In the event TravelPerk is determined to have any liability by a competent authority and to pay a compensation to such Customers resulting from TravelPerk's obligations, then TravelPerk's aggregate liability shall be limited to a maximum amount of one thousand (1000) Euro (which will include Customers and Affiliates).

TravelPerk will only be liable for proven direct damages and up to the limits indicated in this clause 10.4.

- 10.5 CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS CLAUSE IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES AND TRAVELPERK HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE CUSTOMER THE RIGHTS TO ACCESS AND USE OF THE PLATFORM AND THE SERVICES.

SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT, WHICH MEANS THAT SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER. IN THESE JURISDICTIONS, TRAVELPERK'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

- 10.6 TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL TRAVELPERK, OR ITS AFFILIATES, PARENT COMPANY, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO THE CUSTOMER, AFFILIATES, USERS OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION OR ANY OTHER LOSS INCURRED BY THE CUSTOMER, AFFILIATE, USERS OR THIRD PARTY IN CONNECTION WITH THESE TERMS AND THE TRAVELPERK SERVICES REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

- 10.7 Neither Party limits its liability pursuant to clause 10.1.

## **11. TERMS AND CONDITIONS OF THE TRAVEL SUPPLIERS**

- 11.1 Customer acknowledges that Travel Suppliers have independent terms and conditions, privacy terms and information security policies that may apply to Customer.
- 11.2 Customer shall hold TravelPerk harmless at all times and indemnify TravelPerk against any damage, loss, or claim made against TravelPerk or any TravelPerk Affiliate by any Third Party including Travel Suppliers due to the actions or default of the Customer, any User, any Affiliate of the Customer or any Traveler.
- 11.3 Customer shall assume all responsibility and liability for any damage, loss, injury or claim by a Travel Supplier or any Third Party due to the actions of a Customer, any User, any Affiliate of the Customer or any Traveler.
- 11.4 As referred to in clause 8.9 above, once the Travel Service has been booked and the reservation confirmed by TravelPerk, all Third Party products and services are the exclusive responsibility of the Travel Supplier and the Customer and are subject to the terms and conditions and other contractual requirements of the Travel Supplier.

## **12. PAYMENT, FEES AND INTEREST**

- 12.1 All Fees for the Services and charges for all Bookings are immediately to be paid by the Customer by credit card. TravelPerk may submit invoices directly to an Affiliate (where applicable). TravelPerk reserves the right to, in accordance with the applicable legislation, charge additional costs that may arise as a result of using this payment method.
- 12.2 All charges and Fees are exclusive of V.A.T. or other relevant sales taxes payable by the Customer where applicable from time to time. Late payment interest (at the rates set forth in clause 12.5 below) shall be due and payable and shall accrue and be capitalised to the extent permitted by applicable law. Failure by Customer to pay any sums as and when due is a material default of these Terms of Use.
- 12.3 Customer shall implement proper internal policies to determine which credit cards may be used by Customer and Affiliates' Users. In the event that any of the Users (of Customer or Affiliates, if applicable) use their personal credit card to make payments, this shall not affect Customer's or Affiliate's obligations towards TravelPerk under these Terms of Use, nor shall it affect or alter the commercial nature of these Terms of Use, which shall in any event be deemed to have been entered into solely between TravelPerk and the Customer.
- 12.4 TravelPerk reserves the right to suspend or cancel any Customer account or any Booking where TravelPerk has reason to believe that any Booking or payment may be fraudulent or where the payment method is not legally valid, and/or the Customer may not be the legal owner of such payment method, among others. Under these circumstances, TravelPerk will attempt to contact the Customer, using the email address provided during the booking process, or through the Customer's bank. If TravelPerk cannot contact the Customer or its bank, its order will be automatically cancelled for security reasons.
- 12.5 The Customer agrees to indemnify TravelPerk for any failure to pay non disputed fees or charges due to TravelPerk comprising the total fees and charges due for Services together with any outstanding amounts payable to Third Party Travel Suppliers (or amounts which a Travel Supplier may claim against TravelPerk) plus accrued interest on the unpaid amount:
- for TravelPerk, S.L.U. Customers at a rate of EURIBOR plus 2%, applicable pro rata from the due date until the date of payment of the related outstanding amount. Interest shall be in no event greater than the highest rate of interest allowed by law;
  - for TravelPerk America Inc Customers, at an annual rate of 10%, applicable pro rata from the due date until the date of payment of the related outstanding amount of payment of the related outstanding amount
- Before applying any such interest, TravelPerk will first require Customer the payment of the outstanding amounts in writing.

### 13. CONFIDENTIALITY

- 13.1 Each party and their respective Affiliates (as “Discloser”) may disclose Confidential Information to the other party (“Recipient”) in the context of the Services. The Recipient undertakes to treat the Confidential Information as set forth in this clause 13.
- 13.2 For the purposes of this confidentiality clause, the expression “Confidential Information” shall mean information designated as “confidential information” or, under a test of reasonability, deemed confidential, and made available by the Discloser, for the purpose of using the Services or the Platform, either in writing (including by fax and other forms of electronic transmission) or orally.
- 13.3 Confidential Information includes but is not limited to information relating to Discloser data, knowhow, trade secrets and any information or analyses derived from, containing, or reflecting such information. Confidential Information shall not include information which (i) is publicly available at the time of its disclosure; (ii) becomes publicly available (other than as a result of disclosure by the Recipient contrary to the terms of the present clause); (iii) was lawfully in the possession of the Recipient free of any restriction as to its use or disclosure prior to its being so disclosed; (iv) was independently developed by the Recipient without any breach of the terms of this clause; or (v) is required by law or regulator or by any court of competent jurisdiction to be disclosed.
- 13.4 The Recipient shall: (i) keep the Confidential Information disclosed by Discloser private and confidential and not disclose any of it to any person other than to the persons who need to know the same for the arrangement of the Services to be provided through the Platform, including, but not limited to Travel Suppliers and to any other supplier if required for the Services; (ii) ensure that all persons to whom the Discloser discloses the Confidential Information (in accordance with this clause) are informed of the terms of this clause and that such persons are required, prior to disclosure: to observe the terms of this confidentiality clause or are bound by no less restrictive terms than those contained herein; (iii) use the Confidential Information for the sole purpose of providing the Services or using the Platform; (iv) keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorised access by any third-party.
- 13.5 If, for any reason, the Discloser requests in writing the return of the Confidential Information, the Recipient agrees to return as soon as reasonably practicable or confirm in writing that it has been destroyed. To the extent that such Confidential Information has been stored on the Recipients’ archive or back up electronic systems, the Recipient shall not be required to delete the Confidential Information but shall make reasonable efforts to have the Confidential Information deleted from such systems.
- 13.6 The obligations of confidentiality set out in this clause shall continue to apply in relation to any Confidential Information retained.
- 13.7 Neither this confidentiality clause nor the disclosure of Confidential Information shall be deemed by implication or otherwise to vest in the Recipient any rights in any patents, trade secrets, know-how, or other property of the Discloser.

#### **14. GDPR AND DATA PROTECTION**

- 14.1 TravelPerk acts as data processor regarding Customer's and Affiliates' personal data of Customer's Users for the purpose of providing the Services. Pursuant to art. 28 of the European Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("**GDPR**"), a Data Processing Agreement ("**DPA**") is available at [www.travelperk.com](http://www.travelperk.com) (section "**Privacy Terms**") and shall entirely apply to Customer and, where applicable, Affiliates.
- 14.2 The Customer confirms that by accepting this Terms of Use, the DPA referred to in the previous paragraph entirely applies to Customer and Affiliates under the Customer account. The Customer confirms that such Affiliates are aware and agree on the content of the DPA.
- 14.3 The Customer (or Affiliates as applicable) is an independent controller regarding personal data of Customer's Users who retain TravelPerk's Services and shall fulfil obligations under GDPR and other applicable data protection regulations in this regard.

## 15. CALIFORNIA CONSUMER PRIVACY ACT

- 15.1 This clause supplements these Terms of Use and applies to California residents only to the extent the California Consumer Privacy Act ("**CCPA**") is applicable to TravelPerk from time to time. For the sake of clarity, TravelPerk will process personal information of Californian residents according to this specific clause and to the applicable Data Processing Agreement.
- 15.2 For purposes of this clause 15, "**Contracted Business Purpose**" means the Services provided by TravelPerk pursuant to these Terms of Use, and any other purpose specifically identified in the applicable Data Processing Agreement for which TravelPerk receives or accesses Personal Information, and "**Business**", "**Business Purpose**", "**Consumer**", "**Personal Information**," "**Sell**," "**Service Provider**" and "**Third Party**" have the meanings given to them in the CCPA.
- 15.3 The Parties acknowledge and agree that for the purposes of the CCPA, Customer is a Business, and is appointing TravelPerk as a Service Provider to process the Personal Information on behalf of Customer to perform a Business Purpose.
- 15.4 TravelPerk shall, to the extent it does not have a valid legal ground, (i) only collect, use, retain, disclose and otherwise process the Personal Information for the Contracted Business Purpose, and in accordance with Customer's written instructions; and (ii) not further collect, use, retain, or disclose, or otherwise process the Personal Information for TravelPerk's own commercial purposes or in a way that does not comply with the CCPA.
- 15.5 "Do Not Sell My Personal Information": TravelPerk does not Sell, and shall not Sell, Personal Information to Third Parties. California residents may make a request by sending an email to [personaldata@travelperk.com](mailto:personaldata@travelperk.com).
- 15.6 TravelPerk will cooperate with Customer and provide such assistance as Customer may reasonably request in responding to consumer rights requests. Without limiting the foregoing, at Customer's request, and in any event no later than 30 days after receipt of such request, TravelPerk shall delete any Personal Information that a Customer requests be deleted.



## 16. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

- 16.1 All intellectual property rights on the Platform (such as texts, images, graphics, source code, drawings, designs, browsing structure, databases, trademarks, commercial brands and names, logos, distinct marks, domain names and social profiles, trade secrets and know-how, copyrights, rights similar or related to copyrights or sui generis rights on databases, patents, utility models, industrial models and any other content that may appear in it, regardless of whether they have been registered or not) (the “IPRs”) is of the exclusive property of TravelPerk or licensed to TravelPerk or other TravelPerk associated parties.
- 16.2 These Terms of Use do not assign any IPRs of any of the Platform contents and the reproduction, transformation, distribution, public communication, availability, reuse, forwarding or use of any nature, by any means or proceedings, is prohibited, except when it is permitted by law or expressly authorized in writing by TravelPerk and/or by the IPRs owner.
- 16.3 TravelPerk grants to Customer (and Affiliates where applicable) a non-exclusive, non-transferable, personal, non-sub-licensable, temporary revocable licence to use TravelPerk Platform and Services solely for the purposes of making the Services accessible to Users and Travelers.
- 16.4 The license will only exist throughout the duration of the contractual relationship between the Parties. TravelPerk may also terminate the access of Customer or any User in case of improper use of TravelPerk Platform and Services or used against these Terms of Use. Where Fees are payable and are overdue, TravelPerk may in its discretion suspend or terminate the Services. Except as expressly stated in these Terms of Use or in any agreement signed by and between the Parties, TravelPerk does not grant Customer any rights to or in the TravelPerk IPRs or any other rights or licences in respect of the TravelPerk Website, Platform, mobile applications and Services.
- 16.5 TravelPerk warrants to Customer that:
- (i) it has all such licences, permissions, consents and authorisations as are necessary for the performance of the Services, full capacity and authority and all necessary rights in connection with its IPRs required to enter into and to perform its obligations under these Terms of Use;
  - (ii) it is the sole owner of all right, title and interest in and to the Platform and Services or is duly licensed by the owner thereof for the term of the contractual relationship between the parties, and the uses contemplated by these Terms of Use do not and will not infringe, misappropriate or otherwise violate any IPRs or other rights of any third party.
- 16.6 TravelPerk acknowledges that it may not use Customer’s (or Affiliates’) intellectual property save for the express purpose of complying with its obligations herein.
- 16.7 Users are only authorized to view and obtain a temporary private copy of the content of the Platform for their private use in their computer systems (software and hardware). These copies must not be assigned to third parties. Notwithstanding the foregoing, Users must not modify or

reproduce, in whole or in part, this information without TravelPerk's express written consent, particularly:

- (i) Users are not allowed to use the information of the Platform for commercial or professional purposes, other than for the purposes of using the Services.
- (ii) Users are not allowed to remove, ignore, manipulate the copyright and other identifying data of TravelPerk or any other protection mechanism.
- (iii) Users are not allowed to disassemble, decompile, reverse engineer or reverse databases where information of the Platform is stored.

16.8 All the information on the Platform is protected under copyright. The unauthorized use of the information contained on the Platform, its resale, and any violation of TravelPerk's IPRs will revert to the responsibilities according to the law.

16.9 Trademarks (distinctive signs and logos) displayed on the Platform are TravelPerk's exclusive property and are duly registered or in registration process. Names of other products, services and companies that appear in the Platform may be trademarks or other distinctive signs registered by their own owners.

## **17. LINKS TO THIRD PARTIES' SITES**

TravelPerk does not ensure or assume any liability arising from the damages suffered by the access to third parties' linked websites. TravelPerk will not be liable for the results obtained through said linked websites or the consequences arising from the access thereof. Linked sites are provided by third parties, therefore TravelPerk does not control the legality of their content or the quality of the services offered therein.

## **18. TERM AND TERMINATION**

18.1 These Terms of Use apply from the date the Customer accepts the Terms of Use or accesses the Website, Platform or Services.

18.2 Unless otherwise agreed in writing by the Parties, the Services shall continue for an indefinite period and either party may terminate the Services by giving 30 days prior written notice to the other party.

18.3 TravelPerk may terminate a Customer's use and access to the Platform and the Services immediately: i) in the event of any material breach by the Customer, or (ii) where the Customer has failed to make any payment when due. Termination of the contractual relationship by TravelPerk for any of the aforementioned reasons will not entitle Customer to claim any type of compensation as a result thereof.

18.4 Following the end of the contractual relationship, Customer and Users undertake to stop using the Services.

- 18.5 Within ten business days as from the termination of the Services, the Customer will delete, remove and disable all links and access to all Services and notify its Users and Affiliates thereof. Upon termination, each Party will, at the request of the other Party, destroy or deliver up all marketing or promotional material bearing the logo of or any reference to the other Party and all of the other Party's proprietary and Confidential Information.
- 18.6 All payments payable to TravelPerk shall become due and payable immediately upon termination date.

## 19. TAXES

- 19.1 Any sum payable under these Terms of Use is exclusive of VAT (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority, including in other jurisdictions), which will be payable in addition to that sum in the manner and at the rate prescribed by law from time to time, subject to receipt by the paying party of a valid VAT invoice.
- 19.2 The Customer (and where applicable Affiliates) shall pay all taxes and related charges which may be required to pay (in any jurisdiction) as a result of the Services or of making use of the Platform.
- 19.3 The Customer (and where applicable Affiliates) shall make all payments for the Services without withholding or deduction of, or in respect of, any tax unless required by law. If any such withholding or deduction is required by law, the Customer shall, when making the payment to which the withholding or deduction relates, pay to TravelPerk such additional amount as will ensure that TravelPerk receives the same total amount that it would have received if no such withholding or deduction had been required.

## 20. GENERAL PROVISIONS

- 20.1 Anti-Corruption. No Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee, advisor, contractor or agent of the other Party in connection with the provision of Services. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.
- 20.2 Notices
- (i) Customers in the United States should direct notices under these Terms of Use to TRAVELPERK AMERICA, INC., for the attention of the Legal Area, via email to [legal@travelperk.com](mailto:legal@travelperk.com) and copy to salesops@travelperk.com.
  - (ii) Customers in other countries should direct notices under these Terms of Use to TRAVELPERK, S.L.U., for the attention of the Legal Area, via email to [legal@travelperk.com](mailto:legal@travelperk.com) and copy to salesops@travelperk.com.

- (iii) TravelPerk may give notice to Customer at either the e-mail or postal address provided by Customer to TravelPerk when subscribing to the Services. Notice will be deemed received and properly served, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. The Customer shall be responsible for promptly transmitting the content of TravelPerk notice to the relevant Affiliates. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- 20.3 Entire Agreement. These Terms of Use together with, if applicable, any separate agreement executed by the Customer and TravelPerk, represent the entire agreement between TravelPerk and Customer regarding Customer's use of the Website, the Platform and the Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter, save for any written agreement signed and agreed by both the Customer the TravelPerk.
- 20.4 Survival. All provisions of the Terms of Use which are intended to have effect following expiry or termination of the Services (including, without limitation, obligations regarding confidentiality, data protection and intellectual property) shall survive expiry or termination.
- 20.5 Waiver. No failure or delay by either party in exercising any right under these Terms of Use will constitute a waiver of that right.
- 20.6 Severability. If any provision of these Terms of Use is held by a court of competent jurisdiction to be unenforceable or contrary to law, that provision will be deemed null and void, and the remaining provisions of these Terms of Use will remain in effect.
- 20.7 Independence of The Clauses: If any clause comprising these Terms of Use are deemed null and void, it shall not be considered effective. Such a declaration of invalidity shall have no bearing on the rest of the Terms, which will continue to be applicable to and binding on the parties thereto.
- 20.8 Independent Contractors: nothing in these Terms of Use is intended to or shall be deemed to establish any partnership or joint venture between the Parties, nor does it constitute either Party the agent of the other Party, nor authorise either Party to make or undertake any commitment for or on behalf of the other Party.

In no event shall the Customer be considered to be an employer, partner, agent or principal of TravelPerk.

## **21. ASSIGNMENT**

Customer shall not, without the prior written consent of TravelPerk, assign or transfer any of its rights or obligations under these Terms of Use and/or the Services. TravelPerk may at any time and by giving prior notice to the Customer assign or transfer to any of its Affiliates all or any of its rights or obligations under these Terms of Use and/or the Services. Should Customer disagree, it will have the right to immediately terminate this Terms of Use and the Services.

## **22. FORCE MAJEURE**

Neither Party shall be liable by reason of any failure or delay in the performance of its obligations hereunder as a result of events which are beyond the reasonable control of such Party, which may include, without limitation, act of God, lock-out, war, terrorism, national emergency, governmental, Civil Aviation Authority or any airport restrictions, strikes, fire, accident, denial-of-service attacks, riots, insurrection, fires, flood, storm, earthquakes and/or material shortages. Upon the occurrence of a force majeure event, the non-performing party will be excused from any further performance of its obligations caused by the force majeure event for so long as the event continues, and such party continues to use commercially reasonable efforts to resume performance. The Customer shall however pay the outstanding invoices and amounts despite the occurrence of a force majeure event.

## **23. GOVERNING LAW AND JURISDICTION**

- 23.1 For Customers whose contracting entity is TravelPerk America Inc, these Terms of Use, the provision of Services and access to and use of the Platform are governed by the Laws of the State of Delaware. Any controversy or claim arising out of or relating to these Terms of Use, or the breach thereof, shall be resolved by arbitration administered by the International Centre for Dispute Resolution of the American Arbitration Association ("**AAA**") in accordance with its International Arbitration Rules whereby the Expedited Procedures shall apply notwithstanding the amount in dispute. Further, disputes in which no disclosed claim or counterclaim exceeds USD \$100,000 shall be resolved on documents only. All disputes shall be heard in English, by a single arbitrator, in any City of the State of Delaware.
- 23.2 For Customers whose contracting entity is TravelPerk S.L.U, these Terms of Use, the provision of Services and access to and use of the Platform are governed by Spanish law. Any dispute arising, or any claim related to the content and services of this Platform shall be resolved by the courts of the city of Barcelona (Spain), and Customer expressly waives its own forum or any other that may apply to Customer, to the extent permitted by Law.
- 23.3 In all cases, before any formal step is taken to resolve a dispute (save where interlocutory relief or precautionary measures would be appropriate), upon the written request of either Party, a senior level representative representing each Party shall agree to hold informal discussions for the purpose of resolving such dispute. Such designated persons shall within 14 days discuss the dispute and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto. Nothing in this clause will limit the right of TravelPerk to take proceedings against the Customer (or the Affiliates, as applicable) as required to enforce TravelPerk's rights and/or recover damages against the Customer (or the Affiliates, as applicable) pursuant to these terms of Use.