# Terms of use

TripCenter developer platform terms of use

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# Our mission

The mission of TripCenter API is to make it easy for developers to unlock the power of our ground transport passenger network that runs across places, across cities, across countries. Through the **TripCenter Developer Portal**, we pride ourselves in providing the tools necessary to create new and amazing experiences that help millions of people discover a wonderful world and use TripCenter.

At the same time, we need to ensure that the rights of TripCenter and our users and transportation service providers remain protected and respected. As such, we offer access to TripCenter API subject to the documentation and API terms below.

We are looking for partners that align with the following principles:

- Respecting the rights and privacy of our users, transportation service providers and drivers is very important to us. Please do not spam or otherwise mislead our users, service providers or drivers in any way.

- User and transportation service provider cancellations happen frequently; we would like to keep it that way. Please do not take actions that intentionally increase cancellations.

- We work extremely hard to perfect the choices we offer to users so that users can easily find their preferred vehicles, service providers and get moving to their final destination. Please do not misrepresent a user's pickup location or destination.

- Many of our transportation service providers rely on TripCenter to make a living. Focus on ways to help improve our platform by directing legitimate traffic to our service providers.

- Be creative and make TripCenter an even more magical experience for millions of people who use TripCenter and thousands of service providers who rely on TripCenter. Help them get things done more easily and cost effectively with TripCenter.

- We want you to be strong and trustworthy partner to TripCenter. However, please do not compete with TripCenter or try to drive traffic away from TripCenter.

- Do not store or aggregate TripCenter's data, except as expressly permitted by TripCenter.

- Do not slander or disparage TripCenter.

# 1. Introduction

Thank you very much for your interest in TripCenter.Net Limited's ("TripCenter") Developer Platform ("the Platform"). TripCenter, its partner service providers and affiliates are excited to provide development access to the TripCenter API and our applications, websites and technology. The platform encompasses the TripCenter API, the TripCenter Developer Portal, and all future developer products TripCenter may build. TripCenter built the platform to allow developers to integrate their new or existing products with TripCenter's ground transportation passenger network service ("the Service").

We are seeking the best in developer partners to grow our collective products and services. However, we need to balance offering an open platform for innovative development with ensuring the protection of TripCenter, TripCenter services and our users and partners. These TripCenter API terms of use ("API terms") apply to you. "You" means you individually or the entity that you represent. If you are entering into these API terms for an entity, you represent and warrant to us that you have the legal authority to bind that entity to these API terms. "TripCenter", "we", "us" or "the platform" means TripCenter.Net Limited in any part of the world.

We encourage you to contact us if you have questions or suggestions about the TripCenter API or these API terms.

# 2. Access & registration

## 2.1 Acceptance

All access to and use of (i) the TripCenter API, (ii) any data accessed or obtained via the TripCenter API ("TripCenter Data"), and (iii) TripCenter API related documentation, software, and materials provided or made available to you by TripCenter (such documentation, software, and materials, collectively, the "TripCenter API Materials") is subject to and must comply with these API terms.

BY, SIGNING BELOW, CLICKING "I AGREE" OR DOWNLOADING, IMPLEMENTING, OR OTHERWISE USING THE PLATFORM OR SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TRIPCENTER DEVELOPER PLATFORM TERMS OF USE (THE "PLATFORM TERMS"). TripCenter reserves the right to amend these platform terms from time to time. You should monitor the TripCenter Developer Portal to ensure that you are aware of any changes to the platform terms. In the event that

you do not agree with any changes to the platform terms, you must immediately cease any and all use of the platform.

These platform terms are incorporated into and are subject to the TripCenter Terms of Use and Privacy Policy. Your use of the Platform and Service is subject at all times to TripCenter policies. By using the Platform or Service, you agree that you have read, understood, and agree to be bound by TripCenter Policies.

Please stop accessing and using the TripCenter API, TripCenter API Materials, and TripCenter Data if you determine that you are unable to comply with the current or any future version of the API terms. The API terms will evolve as our business and platform expands and as creative developers dream up new applications for the TripCenter API, so check back often and make sure that you are familiar with the most current version. Any amendment to the API Terms will be effective upon our posting of such updated terms at this location. Your continued use of the TripCenter API or TripCenter API Materials after such posting constitutes your consent to be bound by the API terms, as amended. Additionally, we may modify or update the TripCenter API from time to time. While we can provide no guarantee, we will try to ensure that future versions of the TripCenter API are backwards compatible to at least the previous version to the extent reasonably possible.

We reserve the right to revoke access to TripCenter API without notice if your use of the TripCenter API violates any of these API terms or if we otherwise object to your use of the TripCenter API.

2.2    Your account creation and conditions of use

To access and use the platform and the TripCenter API, you must first register as a TripCenter API Developer (an "Account") by visiting TripCenter Developer Portal. You will need to provide TripCenter with current, complete, and accurate information about you, your Subscribing Organization (if any) and Your Application (as defined below). This information must be up-to-date so long as you use the TripCenter API.

You will also need to register each of your applications that use the TripCenter API with us. All user and application registration information can be found here. After registering, we will issue you with a API Key (called the `api_key`). Your API Key is required for all calls to the TripCenter API by your application. You must keep confidential your API Key and any credentials we issue you. You are responsible for all use that occurs under your API Key, including any activities by you or your employees, contractors or agents. If you believe an unauthorized person has gained access to your API Key or any credentials we issue you, you must **notify us** as soon as possible.

All information collected by TripCenter during your use of Platform and Service will be used in accordance with the TripCenter Privacy Policy. Any information collected by you about any user who engages with the Platform or Service (a "TripCenter User") must be handled in a manner consistent with the TripCenter Privacy Policy.

2.3    Fees

Access to and use of the TripCenter API, TripCenter API Materials, TripCenter Data, and the TripCenter Services available in connection with the TripCenter API are currently provided at no charge. However, we reserve the right to charge for access and/or use of the TripCenter API, TripCenter API Materials, TripCenter Data, and/or TripCenter Services in the future at our discretion, including, without limitation, rated pricing and/or differentiated pricing for business users. We will provide you with notice in the event we decide to start charging for use.

# 3. License, platform use and monitoring

The platform allows you to create certain compatibility between an application, service or product created by you ("Your Application") and the TripCenter service. You may use the TripCenter API and the TripCenter API materials in connection with your applications, products or services that are registered with us to make available certain various features and functionality of the TripCenter services via the TripCenter API.

Your use of the TripCenter API, TripCenter API Materials, and TripCenter Data may be subject to certain limitations on access, TripCenter Data requests, and use as set forth in these API Terms, on the TripCenter Developer Portal, or as otherwise provided to you. If we believe that you have attempted to exceed or circumvent these limitations, your ability to use the TripCenter API, TripCenter API Materials, and TripCenter Data may be temporarily or permanently blocked. We may monitor your use of the TripCenter API, TripCenter API Materials, and TripCenter Data to improve the TripCenter API or TripCenter Services and to ensure compliance with these API Terms.

Subject to these Platform Terms, you are hereby granted a limited, nonexclusive, non-sublicensable, nonassignable (except as authorized herein), freely revocable license to access and use the Platform and Service (and any supporting documentation provided by TripCenter) solely for the purpose of developing Your Application to use the Platform and Service and display and transmit the information provided therefrom ("TripCenter Content") to end users. All rights not expressly granted to you herein are reserved by TripCenter.

You agree that TripCenter may collect certain use data and information related to your use of the TripCenter API, TripCenter API Materials, and TripCenter Data in connection with your Services ("Usage Data"), and that TripCenter may use such Usage Data for any business purpose, internal or external, including, without limitation, providing enhancements to the TripCenter API, TripCenter API Materials, or TripCenter Services, providing developer of user support, or otherwise.

You may include advertisements in your Services near your visual implementation of the TripCenter API (e.g., banner ads above or below), but you must ensure clear separation between TripCenter content and any advertisements. Your advertisements should not be displayed in any manner that suggests approval or endorsement by TripCenter.

# 4.  Use limitations

In general, we reserve the sole right to determine whether your use of the TripCenter API, TripCenter API Materials, or TripCenter Data is acceptable, and to revoke TripCenter API access for any Service that we determine is not providing added benefit to TripCenter users and/or is not in the best interests of TripCenter or our users.

The following are some, but not all, restrictions applicable to the use of the TripCenter API, TripCenter API Materials, and TripCenter Data. You agree that:

You will:

a	at all times comply with these Platform Terms as well as TripCenter Policies and all other terms governing your use of the Platform and Service;

b	implement and observe standards of privacy and confidentiality for the collection, use and sharing of any data related to any user of the Service that are at least as stringent and user-favourable as the standards set forth in the TripCenter Privacy Policy;

c	adopt and publish a privacy policy that is easily accessible to users, complies with applicable laws, and that clearly and concisely discloses how you collect, use, store, disclose, and destroy data collected from users. You will only collect user personal information that is necessary for the functionality of Your Application and only as expressly described in your privacy policy;

d	notify TripCenter immediately if you receive any complaint based on your use of the Platform or Service;

e	provide any information and/or other materials related to Your Application requested by TripCenter from time to time to verify your compliance with these Platform Terms;

f	in your application, display and promote the ability to use the Platform, without limitation, by linking to the TripCenter application, and incorporating TripCenter branding pursuant to the TripCenter trademark guidelines.

You will not:

a	use the Platform or Service in any manner that is competitive to TripCenter or the Service, including in connection with any application, website or other product or service that also includes, features, endorses, or otherwise supports in any way a third party that provides services competitive to TripCenter's products and services, in our sole discretion;

b	modify, adapt, translate, decompile, disassemble, reverse engineer, reverse assemble, analyse or otherwise examine, prepare derivative works of, modify,

or attempt to derive source code from the Platform or Service, or attempt to do any of the foregoing;

c       obtain access to the Platform or Service without all necessary authorization;

d       include any viruses, worms, Trojan horses or any other harmful code that could, in TripCenter's sole discretion, affect the Platform or the Service;

e       copy, distribute, reproduce, sell, resell, lend, lease, rent, use, allow access to, or otherwise commercialize or monetize the Platform, Service or TripCenter Content;

f       aggregate the TripCenter Content (including metadata) to create databases, or any other compilations of Platform content or TripCenter Content, or use the TripCenter Content to populate any other sites, applications or services other than Your Application;

g       suggest or imply any endorsement or approval of Your Application or any advertising or third party content contained in Your Application by TripCenter;

h       interfere or attempt to interfere in any manner with the proper functioning of the Platform or Service;

i       circumvent any territorial filtering imposed by TripCenter;

j       use the Platform or Service for any illegal or unauthorized purpose, including the violation or misappropriation any third party's privacy or publicity rights, intellectual property rights or other proprietary rights;

k       collect, cache or store TripCenter passwords of TripCenter Users using Your Application or any other TripCenter Content, except for local caching of metadata for up to 24 hours;

l       access or use or attempt to access or use any data or content from any TripCenter User that you do not have proper authorization to access or use;

m       send messages to or communicate with a TripCenter User unless such User expressly consents to such communication;

n       request, collect, solicit or otherwise obtain access to usernames, passwords or other authentication credentials from any TripCenter Users, or to proxy authentication credentials for any TripCenter Users for the purposes of automating logins to the Platform without adding material additional features or functionality;

o       remove, obscure, or alter any notice of patent, copyright, trademark or other proprietary right appearing in the Platform, whether of TripCenter or any other third party;

p       access any undocumented feature of the Platform or Service, or use any documented feature of the Platform or Service other than for its intended purpose;

q       impose or purport to impose any obligation on any person, or grant or purport to grant any right, power or authority to yourself or any other person, that would be inconsistent with these Platform Terms, and you agree that any such obligation, right, power or authority purportedly imposed or granted shall be null and void;

r       attempt to conceal your identity or Your Application's identity when requesting authorization to use the Platform or Service or use any Credentials other than your own or use any Credentials after your authorization has been revoked by TripCenter;

s       use the Platform in a manner that adversely impacts the stability of TripCenter's servers or the Service or adversely impacts the behaviour of other applications using the Platform or Service, in TripCenter's sole determination;

t       use the Platform for the purpose of collecting personally identifiable information of any TripCenter User without such TripCenter User's permission;

u       use the Platform or Service in such a way that knowingly harms, misuses, or brings into disrepute TripCenter or TripCenter's brands, trademarks, logos or names;

v       distribute any application online through one or more website(s) that is/are in any way similar to the Platform or Service or use the TripCenter trademarks, or words confusingly similar or describing TripCenter's products or services, as the registered URL for your website(s), except as expressly approved in writing by TripCenter; and

w      use an unreasonable amount of bandwidth, storage or processing power as determined by TripCenter in its sole discretion, or use the Platform or Service in a manner that exceeds the quota limitations set forth herein;

x       do any of the following: (i) facilitate and/or promote illegal activity, including, without limitation, any activity that is fraudulent, such as engaging in phishing or otherwise obtaining financial or other personal information in a misleading manner or for misleading purposes, (ii) depict sexually explicit images, (iii) promote violence and/or discrimination, (iv) incorporate any materials, or encourage or endorse users to post or upload any materials, that infringe or assist others to infringe on any intellectual property right, (v) engage in the endorsement of political positions, political candidates or religious causes, (vi) engage in the sale or advertisement of pornography, tobacco, firearms or personal hygiene products (but excluding soaps, shampoos, perfumes, lotions and toothpastes), (vii) engage in spamming or other advertising or marketing activities that violate any applicable laws, regulations or generally-accepted

advertising industry guidelines, and (viii) engage in any activity that is malicious or harmful to any person or entity, including an activity that may be libellous or defamatory, or discriminatory based on race, colour, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation, age or any other protected class pursuant to laws of England and Wales;

y      as determined by TripCenter in its sole discretion, reasonably be capable of misleading a user into believing that he or she is interacting directly with the Platform or Service when interacting with Your Application;

z      use the Platform or Service to investigate, track or surveil TripCenter Users, or to obtain information on TripCenter Users, information on TripCenter Users, in a manner that would require valid legal process.

In addition to, and without limitation of, the restrictions above, if you are granted access to the Request, all trips and/or delivery authorization scope(s), the following additional restrictions apply to your use of the TripCenter API, TripCenter API Materials, and TripCenter Data:

a      You may not, and may not encourage or allow any third party to interfere with, hinder, limit, or modify any notices or authorization or consent requests provided by TripCenter.

b      You may not initiate or cancel a request for transportation without the consent of the end user associated with the trip.

c      You may not, and may not encourage or allow any third party to interfere with, hinder, limit, or modify the booking amount or any associated fees.

d      You may not modify or misrepresent a user's pickup location or destination in any way.

e      You may not use the TripCenter API or TripCenter API Materials in any way that would grant someone other than you or the applicable user the right to see any data related to that user's trip (including, without limitation, any pick-up or drop-off locations, or any trip routes) without obtaining the prior express consent of that user.

f      You must not use any data obtained from TripCenter in connection with these scopes for any advertising or marketing purposes.

g      You must destroy any data obtained from TripCenter in connection with these scopes within thirty (30) minutes of receipt.

h      You may only send push-notifications, SMS messages, or any other notification or message to a user when such user is on a trip, if (a) you initiated the trip through your integration of the TripCenter API, (b) the message is transactional (i.e., non-marketing purposes only), and (c) you have obtained the prior consent of that user.

i       You will conspicuously display the following language in any integration of the TripCenter API that provides for collection of an individual's phone number, and email address next to the fields where the individual's phone number and email address are collected: "I agree that TripCenter or their transportation provider may contact me at this phone number and/or email address regarding my request for services."

j       You may not use the TripCenter API, TripCenter API Materials, and TripCenter Data for any advertising, retargeting or marketing purposes.

k       You may not share with any third party any information or data that could reasonably be used to derive any information about the identity of any of your end users who have attempted to authenticate (or successfully authenticated) access to TripCenter services.

# 5.   Ownership

As between you and TripCenter, you acknowledge that TripCenter owns all right, title, and interest in the Platform and Service. All rights not expressly granted hereunder are reserved by TripCenter. Except for the limited licenses expressly granted herein, these Platform Terms grant you no right, title, or interest in any intellectual property owned or licensed by TripCenter, including (but not limited to) the Platform, the Service, TripCenter Content, and TripCenter trademarks. Any rights granted hereunder are granted solely to you and not, by implication or otherwise, to any parent, subsidiary, or affiliate of you.

As between you and TripCenter, you own Your Application (subject to the below and TripCenter's underlying rights in the Platform and Service). You are solely responsible for all costs incurred by you in the creation of Your Application.

You acknowledge and agree that TripCenter and other Platform Developers may independently develop other applications through their use of the Platform or Service or otherwise which are identical or similar to Your Application in function, code or other characteristics. You agree that You will have no ownership or intellectual property rights in such applications. By submitting or otherwise making available an application that uses the Platform or Service, you acknowledge and agree that Your Application and/or its functionality may be replicated, imitated or otherwise duplicative with other applications or functionality developed by TripCenter or third parties.

# 6.   Usage and quotas

TripCenter may limit the number or nature of network calls that Your Application may make with the Platform and Service in TripCenter's sole discretion. TripCenter may change such usage limits at any time with or without notice. Without limiting any of

its rights under the TripCenter Policies, and these Platform Terms, TripCenter may use technical means to prevent over-use and/or stop use of the Platform or Service if Your Application exceeds usage limitations.

# 7.  Attribution

You must provide attribution to TripCenter when you use the Platform and Service in connection with Your Application. The attribution must be in a manner consistent TripCenter's API Guidelines (which may be communicated to you in writing from time to time).

You shall place the following notice prominently in the "Help" or "About" section (or similar) of Your Application: "This product uses the TripCenter Platform but is not endorsed, certified, or otherwise approved by TripCenter."

Apart from providing attribution as expressly described in this Section, you shall not use the name "TripCenter" in any way, including, but not limited to, in the hostname of your application (i.e. tripcenter.domain.com) without prior express written permission from TripCenter. If you do receive permission to use the name, marks or logos of TripCenter, you must not use them in any manner that creates a false suggestion, either directly or indirectly, that Your Application is sponsored by TripCenter or an "official" TripCenter application. In addition, you must not use the name of TripCenter in any way that takes unfair advantage of TripCenter's goodwill or is likely to cause consumer confusion.

# 8.  Termination

Your license to the Platform and Service under these Platform Terms continues until terminated by yourself or TripCenter. You may terminate the license at any time by discontinuing use of the Platform and deleting all copies of the Platform and Service materials. TripCenter may terminate the license without any liability at any time for any reason, with or without notice. Additionally, your rights to use the Platform and Service may be terminated immediately if you violate any of the terms and conditions herein. Upon expiration or termination of the license granted herein, you will discontinue any and all use of the Platform and Service.

# 9.  Support and modifications

TripCenter may elect to provide you with support or modifications for the Platform (collectively, "Support"), in its sole discretion, and may terminate such Support at any time without notice to you. TripCenter may change, suspend, or discontinue any aspect of the Platform or Service at any time, including the availability of any Platform or Service functionality. TripCenter may also impose limits on certain features and services or restrict your access to parts or all of the Platform or Service without notice or liability. TripCenter shall have no liability to you for any changes in or discontinuation of the Platform, Service, or any Support.

# 10. License to TripCenter

You hereby grant TripCenter a royalty free license to reproduce and publicly display your company name, Your Application name and/or logo for the purpose of promoting Your Application on any website or social media accounts owned or controlled by or on behalf of TripCenter, and other related marketing materials and marketing collateral, whether online or offline, and through any medium and using any technology, whether now known or hereafter created, selected by TripCenter in its sole discretion. You shall retain all ownership rights in your company name, logo and Your Application, and the goodwill of any use by TripCenter shall inure to your benefit.

# 11. Fees and taxes

TripCenter reserves the right to charge a fee for using the Platform and Service in its sole discretion. You do not have an obligation to continue using the Platform or Service should TripCenter exercise its right to charge a fee. All fees are exclusive of applicable taxes (e.g., sales, use, or value-added tax), unless otherwise stated, and you are solely responsible for the payment of any such taxes that may be imposed on your use of the Platform or Service. TripCenter will provide you with notice prior to the imposition of any fees and you will have the opportunity to terminate your use of the Platform and Service prior to being subject to the payment of any fees.

# 12. Representations and warranties

You hereby represent and warrant that:

a       You will at all times comply with these Platform Terms, TripCenter Terms of Use, TripCenter Privacy Policy, and all other terms governing your use of the Platform and Service;

b       You have the right to distribute, or otherwise make available, Your Application to your end users, and the operation of Your Application will at all times comply with Your Application's terms of service and privacy policy and does not and will not infringe the rights of any third party;

c       Your Application will comply with all applicable local, state, national and international laws and regulations, including, without limitation, copyright and other laws protecting proprietary rights, and all applicable export control laws and regulations and country-specific economic sanctions implemented by the laws of the United Kingdom;

d       If Your Application involves payment or account information, you will comply with all rules and regulations of any applicable payment network or association, including, but not limited to, any widely-adopted industry standards for credit card or other payment information and protection of personally identifiable information; and e. You will provide any information

and/or other materials related to Your Applications requested by TripCenter from time to time to verify your compliance with these Platform Terms.

# 13. Indemnification

You hereby agree to indemnify, defend, and hold harmless TripCenter and its employees, directors, agents and representatives, from any liability, loss or claim arising out of or relating to:

a        your breach or alleged breach of these Platform Terms;

b        your use of or interaction with the Platform or Service other than as expressly permitted herein;

c        Your Application or business;

d        your violation of any law, treaty, regulation or other governmental order; or

e        your violation of the intellectual, proprietary or other rights of any third parties. You will control the defence and settlement of any claim subject to indemnification by you hereunder, provided that TripCenter may at any time elect to take over control of the defence and settlement of any claim. You may not settle any such claim without TripCenter's prior written consent.

# 14. Limitation of liability disclaimer

TripCenter does not warrant that the Platform, Service, TripCenter Content, or any data, or any other information offered on or through the Platform will be uninterrupted, accurate, or free of errors, viruses or other harmful components and does not warrant that any of the foregoing shall be corrected. TripCenter is not responsible for the conduct of any TripCenter User.

THE PLATFORM AND SERVICE ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, TRIPCENTER, AND ITS AFFILIATES, PARTNERS, AND SUPPLIERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TRIPCENTER, OR ANYONE ACTING ON BEHALF OF TRIPCENTER, OR THROUGH THE PLATFORM OR SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU UNDERSTAND AND AGREE THAT YOU ACCESS, DOWNLOAD OR USE THE PLATFORM OR SERVICE AT YOUR DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING ANY COMPUTER SYSTEMS USED IN CONJUNCTION WITH THE SERVICE AND THE

PLATFORM) OR LOSS OF DATA THAT RESULTS FROM ACCESSING, DOWNLOADING OR USING THE SERVICE AND PLATFORM.

UNDER NO CIRCUMSTANCES WILL TRIPCENTER BE LIABLE TO YOU FOR ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST BUSINESS, REVENUE, OR ANTICIPATED PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT TRIPCENTER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES OR LIABILITY CONTAINED IN THESE PLATFORM TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION WHERE YOU ARE LOCATED.

YOU EXPRESSLY ACKNOWLEGE THAT AS USED IN THIS SECTION, THE TERM TRIPCENTER INCLUDES TRIPCENTER'S OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS.

You acknowledge that the limitations and exclusions contained in this Section and elsewhere in these Platform Terms are a condition precedent to TripCenter granting you the license herein. You further acknowledge and agree that TripCenter would not be able to provide you with access to the Platform or Service without the limitation of liability set forth in these Platform Terms. Without limiting the generality of the foregoing, you and TripCenter acknowledge and agree that (a) the provisions hereof that limit liability, disclaim warranties, or exclude consequential damages or other damages or remedies will be severable and independent of any other provisions and will be enforced as such, regardless of any breach or other occurrence, and (b) all limitations of liability, disclaimers of warranties, and exclusions of consequential damages or other damages or remedies will remain fully valid, effective, and enforceable in accordance with their respective terms, even under circumstances that cause any exclusive remedy under this Agreement to fail of its essential purpose.

# 15. API affiliate program

15.1 By participating in the Affiliate Program, you may be eligible to earn incentives ("Incentives") for new users that originate from your application, and, via the API integration, register for TripCenter and complete their first trip requested via the TripCenter Platform ("New TripCenter Users"), as further set forth herein. You will be eligible to earn the Incentives after you have referred 50 New TripCenter Users, subject to your compliance with this Agreement. The maximum amount of Incentives that you are eligible to earn is up to £5,000 (Five Thousand British Pound Sterling) per month. You can find more

information about the current types of Incentives and requirements to earn such Incentives on the Affiliate Program page on TripCenter's Developer Portal located here. We make no guarantee of the number of downloads or level of use, clicks or impressions that may be generated for your application by participating in the Affiliate Program or using the TripCenter API, or the amount of Incentives you may be eligible for or ultimately earn. We reserve the right to change the amount or type of Incentives offered, or to cease offering Incentives, at any time in our sole discretion.

15.2    If you are eligible under this Agreement, we will compensate you for any Incentives that you earn through the Affiliate Program within sixty (60) days of the end of the month in which earn such Incentives. We will notify you via email to the address you provided to us for your developer account and provide you with further instructions in order to create an invoice. We are not responsible or liable for the inability to provide Incentives due to inaccurate TripCenter account or payment account information provided by you. In addition, we may be required by law to obtain tax information from you if your Incentives are considered taxable in the United Kingdom or any other jurisdiction, and if we request this information and you do not provide it to us, we may withhold your Incentives until such information is provided. You are responsible for all tax liabilities. Finally, if we determine that payment of Incentives to you in any jurisdiction is illegal under applicable laws, then we may reserve the right to not pay Incentives in that jurisdiction.

15.3    You may not be eligible to earn an Incentive under certain circumstances, including, without limitation, the following scenarios:

15.3.1 A New TripCenter User who cannot be attributed as originating from your application within a specific attribution window;

15.3.2 A New TripCenter User who downloads the TripCenter application and while originating from your application does not meet the eligibility criteria based on such New TripCenter User's use of TripCenter's service;

15.3.3 Transactions where you and the New TripCenter User are the same person;

15.3.4 A New TripCenter User originates from your application in error or via fraudulent or illegal means; and

15.3.5 We determine in our sole discretion that you are violating these Platform Terms or the TripCenter terms of service.

15.4    Participation in the Affiliate Program may involve the use of special promotional campaigns for new users or members of the Affiliate Program. This may include, without limitation, creating, in our sole discretion, promotional codes ("Promo Codes") that may be redeemed for account credit or other features or benefits related to the TripCenter Platform, subject to

terms and conditions that we establish on a per-Promo Code basis. If we permit you to use a Promo Code, you agree that:

15.4.1 They must be used for the intended audience and purpose, and in a lawful manner;

15.4.2 They may not be duplicated, sold or transferred in any manner, or made available to the general public, unless expressly permitted by us;

15.4.3 They may be disabled by TripCenter at any time for any reason without any liability to you or any third party; and

15.4.4 They may only be used pursuant to the specific terms that we establish for such Promo Code. We reserve the right to withhold or deduct cash, credits or other features or benefits obtained through the use of Promo Codes by you or any other applicable user of the TripCenter Services if we reasonably determine that the use or redemption of the Promo Codes was in error, or was fraudulent, illegal or in violation of the applicable Promo Code terms, this Agreement or these Platform Terms.

# 16. Arbitration

*You and We agree that any legal disputes or claims arising out of or related to these Platform Terms or the TripCenter API (including but not limited to the use of the TripCenter Platform and/or the Services, or the interpretation, enforceability, revocability, or validity of the Agreement, or the arbitrability of any dispute), that cannot be resolved informally shall be submitted to binding arbitration in the England and Wales under the Arbitration Act 1996. The arbitration shall be conducted by The London Court of International Arbitration (LCIA) under its Commercial Arbitration Rules (a copy of which can be obtained here), or as otherwise mutually agreed by you and we. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be brought within the time required by applicable law. You and we agree that any claim, action or proceeding arising out of or related to the Agreement must be brought in your individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative, collective, or class proceeding.

YOU ACKNOWLEDGE AND AGREE THAT YOU AND TRIPCENTER ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. *

# 17. General

These Platform Terms and any arbitration arising from disputes under these Platform Terms shall be governed by the laws of England and Wales without regard for its conflict of laws principles. All claims arising out of or relating to these Platform Terms will be brought exclusively in the courts of England and Wales, and you consent to jurisdiction in those courts. You may not transfer or assign these Platform Terms or any of the rights or licenses granted under these Platform Terms, without the prior written consent of TripCenter. Any attempted transfer in violation of the foregoing is void. TripCenter may freely assign these Platform Terms at any time with or without notice. The parties are independent contractors with respect to each other. These Platform Terms do not constitute and may not be construed as constituting a partnership or joint venture between you and TripCenter, or an employee-employer relationship. The failure of TripCenter to exercise or enforce any right or provision of these Platform Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Platform Terms will be effective only if in writing and signed by TripCenter. If any provision of these Platform Terms is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Platform Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions. Upon termination of these Platform Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration.