

LEGAL NOTICES AND GENERAL CONDITIONS OF USE FOR THE SERVICES PROVIDED BY THEFORK - INFO

The site "<http://www.theforkmanager.com>" and the myfourchette-info applications are managed by:
LA FOURCHETTE

Simplified joint-stock company with capital of 30.231.355,35 euros.

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The site <http://www.theforkmanager.com> is hosted by:

Oxalide

25, boulevard de Strasbourg

75010 Paris, France

<http://www.oxalide.com/>

Please note: If you are unhappy with all or some of the general conditions of use indicated hereafter, we recommend that you do not use the site <http://www.theforkmanager.com>

The current general conditions will be added to or modified, where necessary, by special terms and conditions of use relating to some functions.

The service is reserved for natural persons capable of agreeing contracts under French law. All persons who visit the site or its applications and/or use the site or its applications and associated services will be considered a user of the site, which can be accessed at the address <http://www.theforkmanager.com>.

ACCEPTANCE OF THE GENERAL CONDITIONS

LA FOURCHETTE offers a variety of services aimed at companies within the restaurant sector, subject to the unconditional acceptance of the present general terms.

The user declares having read all of the present general conditions. In addition, connection to any of the services offered by the site that can be accessed at the address: "<http://www.theforkmanager.com>" or the myfourchette-info applications (hereafter referred to as the "TheFork site"), will be considered to form unconditional acceptance by the user of the present general conditions.

LA FOURCHETTE reserves the right to change, at any time, all or some of the present general conditions. As a result, it is the responsibility of the user to regularly consult the latest version of the general conditions published at the address <https://www.theforkmanager.com/pt-pt/legal-information/> and on the myfourchette-info applications. The user will be deemed to have accepted this latest version each time they connect to TheFork site.

In the event of non-respect by the user of the present general conditions, LA FOURCHETTE reserves the right to suspend the services without notice, and/or to restrict access to the service.

DESCRIPTION OF THE SERVICE

The TheFork website allows the user to obtain information relating to the products and services offered by LA FOURCHETTE to professionals in the restaurant sector. The TheFork website also allows the user to begin a subscription to the products and services offered by LA FOURCHETTE. In addition, the TheFork site may contain links to other third party websites, which may be held and managed by distributors or providers of services that are independent and separate to LA FOURCHETTE. In no event will LA FOURCHETTE be considered to be associated with the services provided by third parties and/or the third party websites in question.

DATA SHARING

The user accepts the use of electronic messaging to transmit information requested concerning the conclusion or execution of the contract.

PROTECTION OF PERSONAL DATA

LA FOURCHETTE, with strict respect for the law and current regulations, would like to collect certain data. These data will be collected in accordance with provisions relating to the protection of personal data and will be designed to provide the user with optimal use of the TheFork site.

Declaration of automated processing of personal data to the CNIL (National Commission for Information Technology and Civil Liberties).

LA FOURCHETTE, which is required to process data of a personal nature, has declared client prospect files (type NS-48) to the CNIL. The client prospect files (type NS-48) are registered under no. 1575793.

Charter relating to private life

The collection of data of a personal nature will not disclose, either directly or indirectly, the ethnic origins, political opinions, philosophical or religious views, trade union membership, or data regarding the health or sexual orientation of the persons it relates to. All data concerning the user will be collected and processed in a fair and transparent manner for specific, explicit, and legitimate purposes, without being processed subsequently in a way that is incompatible with these purposes, in any form that may enable the identification of the persons concerned, for a period which does not exceed the duration required for the purposes for which they have been collected and treated. Personal data will only be processed by a sub-contractor or someone acting under the authority of the data controller or that of the sub-contractor where instructed by the LA FOURCHETTE's data controller.

Cookies

Le site La Fourchette et/ou ses partenaires peuvent stocker des informations sur l'ordinateur ou l'appareil de l'utilisateur. Ces informations prendront la forme de "Cooky" ou fichier similaire. Les "Cookies" sont des données qui ne contiennent aucune information personnelle et qui sont envoyées via le serveur sur le disque dur de l'ordinateur ou sur l'appareil de l'utilisateur. Le rôle des cookies est notamment d'identifier plus rapidement l'utilisateur lors de sa connexion et de faciliter sa participation à certains événements, promotions, activités... présents sur le site La Fourchette. La société LA FOURCHETTE ne peut garantir le fonctionnement optimal du site La Fourchette si l'utilisateur refuse la réception de cookies. L'utilisateur reconnaît et accepte que la société LA FOURCHETTE se réserve la possibilité d'implanter un "Cooky" dans son ordinateur ou dans son appareil afin d'enregistrer toute information relative à la navigation sur le site La Fourchette. Pour en savoir plus sur les cookies utilisés par la société LA FOURCHETTE et modifier les paramètres relatifs à ses cookies, l'utilisateur est invité à consulter la politique de cookies de La Fourchette.

Data usage

The user is informed by the present general conditions that all information of a personal nature

indicated to be obligatory on forms and collected as part of the services described in the present general conditions is necessary for the use of the services, will only be used in the execution of the services, and is exclusively for LA FOURCHETTE and its commercial partners, who will take all measures necessary in order to maintain, as far as possible, the security of all data. The user authorizes LA FOURCHETTE to provide some information to its technical service providers in order to allow the user to benefit from some of the site's functions. In addition, the user authorizes LA FOURCHETTE to use and/or transfer this information in the context of partnerships, in accordance with current law.

Right to access, modify, and challenge

The user has a right to access and modify this data, which can be exercised by sending an e-mail to the following address: "contact@lafourchette.com."

The user may, as such, exercise this right to challenge this data for legitimate purposes by sending an e-mail to the following address: "contact@lafourchette.com."

Use of user content

We may remove or restore user content from time to time and at our sole discretion. We are not obliged to save user content or provide copies of it to users, and will make no guarantee of the confidentiality of this content. We may utilize user content in different ways, including its publication on the site, modification of its format, incorporation of advertisements or other documents, the creation of new versions of it, highlighting it, distributing it, and allowing others to act similarly on media websites and platforms. As a result, by the present document, the user grants to LA FOURCHETTE its unconditional consent to use this content for any usage, and unconditionally renounces all claims and declarations relating to all moral and property rights concerning this content.

LIMITATION OF LIABILITY

Operation of the network

Given the nature of the internet, LA FOURCHETTE does not offer any guarantee of continuity of service, and is only held to a best-efforts obligation.

LA FOURCHETTE will not be held responsible in the event of damages as a result of the temporary lack of access to one of the services provided by TheFork site

Changes to the site

All information contained on TheFork site may be changed at any time, taking into account the interactivity of the site, without THEFORK being liable.

Use of the site

LA FOURCHETTE disclaims all responsibility for all damages or loss relating to the use or restricted use of the TheFork site or its content, except where specified by law. LA FOURCHETTE will not guarantee that the information presented will be detailed, completed, verified, or exact. Documents, information, descriptive pages, and, in general, all content present on the TheFork site will be provided "as is," without any express or tacit guarantee of any sort. The user expressly recognizes that the photos present on TheFork site are not contractual.

User guarantees

The user declares that they have full knowledge of the nature and constraints of the internet. The user recognizes that it is impossible to guarantee that data transmitted via the internet can be completely secure. LA FOURCHETTE may not be held responsible for any incidents that may result

from this transmission. The user therefore communicates this data at their own risk. LA FOURCHETTE can only provide assurance that it will use all means possible to guarantee a maximum level of security. The user agrees to compensate LA FOURCHETTE up to the value of any costs that LA FOURCHETTE may bear as a result of any claim, dispute, whether legal or extrajudicial, relating to the use of the services described in the present terms and conditions by the user, and guarantees LA FOURCHETTE against any ruling in this respect in the event of legal proceedings. In all events, the user expressly recognizes and accepts that use of TheFork website is done at their own risk and according to their exclusive responsibility.

Hypertext links

TheFork website contains links to third party websites. These sites are not controlled by LA FOURCHETTE and LA FOURCHETTE is not responsible for the content of these sites. LA FOURCHETTE provides these links for convenience and a link does not imply that LA FOURCHETTE sponsors or recommends the linked site in question, nor that LA FOURCHETTE is affiliated with such. All linked sites are held and maintained by independent distributors or service providers and, as such, LA FOURCHETTE cannot guarantee satisfaction of their products, services, or commercial practices. It is the responsibility of the user to make all verifications necessary or appropriate before proceeding with any transaction with these third parties.

USER OBLIGATIONS

To accept unconditionally the present general conditions.

The user accepts, expressly and unconditionally, the terms of the present general terms of conditions and any potential specific conditions present on TheFork site.

To communicate exact, accurate, and truthful information.

The user is obliged to provide exact and truthful information, notably regarding forms of address, surname, first name(s), e-mail addresses, telephone numbers, which are required for accurate identification relating to the subscription to a product or service provided by LA FOURCHETTE.

To respect national and international intellectual property law.

The user agrees not to submit, copy, resell, re-edit, or generally, to make available in any form, any information or element received by LA FOURCHETTE, or available on the TheFork website to any other natural or legal person from any country. In general, the user agrees to respect the provisions indicated above relating to intellectual property.

INTELLECTUAL PROPERTY

Copyright

All rights, both patrimonial and moral, relating to intellectual property law, relating to the content and information contained on the TheFork site, belong fully to LA FOURCHETTE, subject to all patrimonial rights that may belong to third parties and for which LA FOURCHETTE has obtained an assignment of rights or the necessary authorizations. All rights conferred to the user with regards the use of the TheFork website and the services provided by LA FOURCHETTE do not imply any transfer of a right or authorization to exploit or use any of the elements on the TheFork website.

Protection of all elements: Branding, design, logos, hypertext links, information, etc.

All elements (branding, design, text, hypertext links, logos, images, videos, sound elements, software, layout, databases, codes, etc.) contained on the TheFork website and associated sites are protected

by national and international intellectual property law. These elements remain the exclusive property of LA FOURCHETTE and/or its partners.

Sanctions

The user recognizes and acknowledges that non-respect for this restriction constitutes an infringement of copyright punishable by both civil and criminal law.

SANCTIONS FOR CONTRACTUAL INFRINGEMENTS

Suspensive or definitive withdrawal of service(s).

In the event of the non-execution or non-respect by the user of any of the obligations described by the present general conditions, LA FOURCHETTE may modify, suspend, restrict, or remove access to the service, without this resulting in any right to compensation of any kind.

Damages and interest

LA FOURCHETTE will also be entitled to claim compensation in return for any losses incurred.

VARIOUS

Applicable law

The relationship between LA FOURCHETTE and the user, governed notably by the present general conditions, is subject to French law, with the exclusion of any other state legislation. In the event of the writing or translation of the present general conditions into one or more other languages, the French version alone will be legally binding.

Jurisdiction

Any dispute and/or difficulties relating to the interpretation or execution of the present general conditions will be subject to the jurisdiction of the competent courts in the city of Paris.

Partial invalidity – Dissociation – Headings

In the event that a provision of the present general conditions is rendered void, illegal, non-invocable, or inapplicable in any way, the validity, legality, or application of the other provisions of the present general conditions will be not affected or altered in any way, with the other stipulations of the general conditions remaining in full effect.

LA FOURCHETTE may, where required, add a new clause, which will assume the common agreement of both Parties as expressed in the initial clause, with respect for all applicable law relating to the present general conditions.

The headings of the articles of the present documents are only of an indicative nature and may not be considered as an integral part of the general conditions.

No waiver

Except where stipulated to the contrary in the present general conditions, no tolerance, inaction, abstention, omission, or delay by LA FOURCHETTE to waive any of its rights in accordance with the terms of the present general conditions will affect any of its rights, nor will it imply a future waiver of any rights. The aforementioned rights will remain fully applicable.

Notice and removal of illicit content

LA FOURCHETTE will inform any user of the TheFork website that it may raise a case or objection relating to any elements of illicit content placed on TheFork site.

If the user believes that any element or content on the TheFork website is illicit and/or infringes their copyright, the user may submit a notice to LA FOURCHETTE immediately by recorded letter with

confirmation of receipt, and containing all supporting documents regarding the ownership of these rights, where necessary. Once this procedure has been followed, and after verification of the accuracy of the notice, LA FOURCHETTE will enforce, to a reasonable extent and as soon as possible, the removal all illicit content.