Agoda Affiliate Partner Account Terms of Use

Agoda may offer affiliate partners access to online user accounts, including the Agoda Affiliate Partner Center ("Partner Center"). Individuals with access to these user accounts ("you") have a direct agreement with Agoda and must adhere to the following Terms of Use.

You agree not to use or allow third parties to use the Partner Center as well as the tools and reports within the Partner Center for purposes other than those specified in the Agreement. In addition, you agree not to or allow third parties to:

- disclose, or re-sell any login details to any third parties;
- use the Partner Center or its contents for any non-authorized commercial purposes (e.g. forward distribution or resale of bookings without permission);
- make any speculative, false, or fraudulent bookings;
- access, monitor or copy any content or information in the Partner Center using any robot, spider, scraper or other automated means or any manual process for any purpose without Agoda's express prior written permission;
- violate the restrictions in any robot exclusion headers in the Partner Center, or bypass or circumvent other measures employed to prevent or limit access to the Partner Center;
- damage, disable, impair, alter, or circumvent any processes built into the Partner Center or Agoda's systems;
- damage, disable, impair, alter, circumvent, overburden, or take any action that imposes or may impose, in our discretion, an unreasonably or disproportionately large load on Agoda's infrastructure;
- reverse engineer any features offered by Agoda ;

- obtain or attempt to obtain any information by any means not intentionally made available through the Partner Center;
- re-sell, use, copy, monitor, display, download, or reproduce any content or information, software, products or services available on the Partner Center for any commercial or competitive activity or purpose;
- "frame", "mirror" or otherwise incorporate any part of the Partner Center into any other website without our prior written authorization;
- provide, directly or indirectly, materials that infringe intellectual property rights or any other rights of any third parties;
- impersonate a person, or otherwise misrepresent your affiliation with a person for the purposes of misleading, deceiving or defrauding another, or otherwise acting in an unlawful manner for unlawful purposes;
- send unsolicited emails to any third parties;
- upload viruses, malware, or other malicious codes on Agoda's systems;
- act in a way that could cause damage to the Partner Center, Agoda or Agoda's reputation; or
- use Agoda Services in the Partner Center in violation of applicable laws, including the legal rights of others – this includes uploading content that violates thirdparty intellectual property rights.

Any loss or misuse of login credentials must be reported to <u>https://affiliates.support.agoda.com/kb</u> immediately.

Failure to comply with the Agoda Affiliate Partner Account Terms of Use may lead to suspension of your access to the Partner Center. Agoda retains the right to take further legal actions, including termination, in accordance with our Agreement.