

TableCheck Platform Terms of Service for Booking Site Users

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These Terms of Service ("**Terms**") constitute a legally binding agreement ("**Agreement**") between you and TableCheck Inc. (as defined below) governing your access to and use of the TableCheck website, including any subdomains thereof, and any other websites through which TableCheck Inc. makes its services available (collectively, "**Site**"), our mobile, tablet and other smart device applications, and application program interfaces (collectively, "**Application**") and all associated services (collectively, "**TableCheck Services**"). The Site, Application and TableCheck Services together are hereinafter collectively referred to as the "**TableCheck Platform**".

When these Terms mention "TableCheck Inc." ("**we**", "**our**", "**us**") it refers to the TableCheck company you are contracting with.

- When accessing services designated for use outside of the People's Republic of China (which for purposes of these Terms does not include Hong Kong, Macau and Taiwan) (hereinafter, "China") you are contracting with TableCheck Inc.
- When accessing services designated for use in China, you are contracting with TableCheck Inc.'s Designated Company in China.

1. Using This Service

1.1 You may use the TableCheck Platform to request reservations to third parties who provide services (collectively, "**Participating Merchants**") or request to receive information distributed by Participating Merchants under these Terms.

1.2 You may not permit any third party to utilize, transfer or otherwise dispose of your permission of usage, contractual status and rights and obligations under these Terms.

2. Account Registration

2.1 A "**Member**" is a person who agrees to these Terms and registers an account ("**TableCheck Account**") in the prescribed manner. You must register an account to access

and use certain features of the TableCheck Platform, such as viewing your reservation history.

2.2 You can register a TableCheck Account by using an email address and creating a password, or through your account with certain third-party social networking services, such as Facebook or Google.

2.3 You must provide accurate, current and complete information during the registration process and keep your TableCheck Account and public TableCheck Account profile page information up-to-date at all times.

2.4 You may not register more than one (1) TableCheck Account unless we authorize you to do so. You may not assign or otherwise transfer your TableCheck Account to another party. We reserve the right, at our sole discretion, to refuse or suspend accounts in the event you previously had your TableCheck Account revoked or made false declarations.

2.5 You are responsible for maintaining the confidentiality and security of your TableCheck Account credentials and may not disclose your credentials to any third party. You must immediately notify us if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your TableCheck Account. You are liable for any and all activities conducted through your TableCheck Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

2.6 We may enable features that allow you to authorize other Members or certain third parties to take certain actions that affect your TableCheck Account. For example, we may allow eligible Members or certain third parties to book reservations on behalf of other Members. These features do not require that you share your credentials with any other person. No third party is authorized by us to ask for your credentials, and you shall not request the credentials of another Member.

3. Receiving Emails, etc.

3.1 You agree to receive emails and mobile phone text messages (collectively, "**Email, etc.**") notifications, including a confirmation notice, a reconfirmation notice and a notice for changes to a reservation and a confirmation notice after use ("**Reservation Notice, etc.**") for reservations that we deliver to you using this site.

3.2 The member shall agree to receive information and surveys that we deliver via email, etc. regarding this site or service, or regarding notice of maintenance, changes, or suspension or addition of Participating Merchants.

3.3 If you wish to receive emails with information that Participating Merchants deliver

directly, you may apply to receive such emails upon making a reservation request or on a website of the participating member restaurant.

3.4 We shall assume no responsibility whatsoever for the contents of the email information, etc. referred to in the preceding paragraph or its delivery methods.

3.5 If you wish to stop receiving the email information referred to in the preceding paragraphs 2 and 3, you may request to stop receiving such emails on the members' area of this site ("**Members' Area**") or in the form that we prescribe.

3.6 In the event that your email address, etc. registered with this site for your membership changes, you shall be responsible for promptly updating such changes in your registration information in the members' area or in the form that we prescribe or notify thereof. In no event shall we be liable for any damage caused by a situation in which users are unable to receive or confirm reservation notices, etc. due to failure to update said change.

4. Change in the Matters Notified

4.1 In the case of a change occurring in the matters notified, you shall promptly notify us in the members' area or in the form that we prescribe.

4.2 Notifications sent from us to you shall be usually deemed to have arrived to you when we deliver them to the contact address given by you.

5. Completion of Reservations

5.1 You may make reservation requests to Participating Merchants using the TableCheck Platform, and upon acceptance by the Participating Merchants, we shall notify you of reservation completion via email or other contact methods.

5.2 Upon the notification referred to in the preceding paragraph being reached in either way, it is deemed that a reservation agreement between you and participating member restaurants is formed. You are deemed to have agreed with all cancellation policies and any other terms of use of Participating Merchants after indicating your acceptance in the system.

5.3 You guarantee that your name, telephone number, email address, credit card number and other necessary information supplied to us or Participating Merchants when using the TableCheck Platform are true and authentic.

5.4 Notwithstanding the foregoing, you shall be solely liable for damages incurred by providing false or unlawful information intentionally or negligently, or information of any third party without obtaining consent, and we shall assume no liability.

5.5 Any reservation for a Participating Merchant made through any third-party service not approved by us, or made in violation of these Terms or by any method prohibited by us, shall not be deemed to have been made through the TableCheck Platform. We may invalidate or

cancel any such reservation and may charge you any fees, cancellation charges, or other costs arising from or relating to the reservation, including, without limitation, causing you to forfeit any amount already paid, authorized, or deposited. We shall not be liable for any payment, refund, compensation, dispute, or any other matter arising from or in connection with such reservation.

6. Cancellation of Reservation Requests

6.1 You may cancel a reservation made using the TableCheck Platform in a way that we or Participating Merchants prescribe (a "**Cancellation**").

6.2 In the event you make a cancellation or fail to attend a reservation at the specified time, you will be subject to any cancellation policies set forth by the Participating Merchant, any may be obliged to pay such merchant cancellation charges, etc. pursuant to said cancellation policies.

6.3 We may, at our sole discretion, or revoke your permission to use TableCheck Platform, including your TableCheck Account, if you fail to attend a reservation at the specified time, make repeated cancellations, fail to adhere cancellation policies set forth by Participating Merchants, or otherwise breach social norms related to the timely attendance of reservations.

6.4 You warrant that the name, telephone number, email address, credit card number and other necessary information which you reported to us and/or the Participating Merchants in using the TableCheck Platform is accurate and correct.

6.5 Issues or disputes, etc. relating to a completion, change, cancellation, cancellation policies of a reservation, or contents of a service or payment of cancellation charges shall be resolved between you and the Participating Merchant, and we shall assume no responsibility whatsoever.⁸.

7. Online Payments

7.1 Certain Participating Merchants may require a payment deposit, advanced prepayment, and/or booking fee at the time you make a reservation via the TableCheck platform. The terms and amounts applicable to such payments will be clearly indicated on the TableCheck web platform before you book your reservation, and in a confirmation email, etc. after booking your reservation. By creating a reservation which requires payment, you agree to deposit and/or pay the amounts as listed. In the event you cancel or fail to attend your reservation, you agree to pay a cancellation fee in accordance with the cancellation policy of the Participating Merchant. Booking fees shall not be eligible for refunds.

7.2 Certain Participating Merchants may allow you to pay your restaurant bill after

completing your meal ("**TableCheck Pay**"). In such cases, the merchant shall transmit a request for payment to you (via text message, email, QR code, etc.) and such request shall include the settlement amount. Your payment therein shall be deemed to be settlement for restaurant bill and shall be non-refundable except at the discretion of the Participating Merchant.

7.3 By providing your credit card information, e-money wallet address, or other payment-related information ("**Payment Information**"), including in cases where such information is transmitted by systematic means such as scanning a QR code, etc., you consent that we together with its designated third-party payment processors may use such information for the purposes of processing payment(s) related to the specific items for which you have agreed to a deposit or purchase as described in the preceding paragraphs.

7.4 By providing your Payment Information, you warrant that you are the owner of such Payment Information (e.g. the cardholder in case of credit card) and shall not use any other person's information, enter false information, or perform any other action which may be deemed fraudulent or inappropriate. You acknowledge that we may hold you liable and seek compensation for damages caused by such conduct.

7.5 By providing your Payment Information, you consent that we may use your Payment Information in order to verify the accuracy of such information and to obtain prior settlement approval, including charging then refunding a small monetary amount for such purpose.

8. TC Points and Voucher

8.1 For the purposes of this Article, the following terms shall have the meanings set forth below:

"**TC Points**" refers collectively to "Paid TC Points" and "Free TC Points" as defined herein.

"**Paid TC Points**" means points issued by us to you at the rate of one (1) point per one (1) Japanese yen, in exchange for consideration received from you, with such points recorded by electromagnetic means, in a manner prescribed by us.

"**Free TC Points**" means points granted to you free of charge by us, including as part of reservation benefit or promotional campaigns, which may be used for settlement on the TableCheck Platform at a rate of one (1) point per one (1) Japanese yen.

"**Voucher**" means a reservation certificate issued by a Participating Merchant that may be used for services such as dining at that merchant's establishment; provided, however, that in the case of TableCheck Pay, this shall refer to a certificate of use.

8.2 You shall make payment for the purchase of TC Points by using a credit card issued in your name or by any other method we may specify.

8.3 Payment to Participating Merchants shall be made using TC Points or by such other method as may be prescribed by us. Upon completion of payment using TC Points, you shall receive a Voucher from the applicable Participating Merchant in accordance with its terms.

8.4 Where the purchase of Paid TC Points is required, you shall apply to purchase the requisite number of TC Points using the method designated by us at the time of submitting a reservation via the TableCheck Platform, using TableCheck Pay, or at such other time as we may specify. A contract for the purchase of Paid TC Points shall be deemed to have been concluded between you and us upon your receipt of a notice confirming completion of payment. Upon such purchase, you may use the TC Points to make payments to Participating Merchants as provided in article 8.3.

8.5 At the time of submitting a reservation on the TableCheck Platform, using TableCheck Pay, or at such other time as designated by us, you shall, through a method prescribed by us, be deemed to have entered into an agreement with the relevant Participating Merchant to settle payment obligations using TC Points. Such agreement shall be deemed concluded upon your receipt of a notice confirming completion of payment. You shall be deemed to have reviewed and accepted in advance the Participating Merchant's cancellation policy and any other terms and conditions that may apply. You may use Free TC Points in accordance with the terms and conditions of use prescribed by us. In addition, the terms and conditions of use prescribed by us regarding Free TC Points shall be published on the help page or by any other method designated by us.

8.6 Paid TC Points shall be valid only on the date of issuance and shall be immediately applied toward payment to Participating Merchants in accordance with the provisions of this Article. Voucher shall be valid until the expiration date specified thereon, which shall not exceed six (6) months from the date of issuance.

8.7 You shall not lend, assign, transfer, or pledge TC Points or Voucher to any third party, nor shall you use them as security or collateral for any obligation.

8.8 TC Points may be used solely for the purpose of making payments to Participating Merchants or in such other manner as we may expressly permit. Under no circumstances shall TC Points be refundable. Provided, however, that this shall not apply in cases where a payment to a Participating Merchant made using TC Points is canceled in accordance with the Participating Merchants's cancellation policy. Furthermore, in cases where a refund is required by applicable laws or regulations, such refund shall be made in accordance with our prescribed procedures and as publicly disclosed via our designated website or by other appropriate means.

9. Business Information of Participating Merchants

We shall give no guarantee as to the correctness of the business information (including opening hours, non-open days, locations, contact details, cancellation policies, availability on your desired date and time, acceptance or rejection of reservations that you made, menus, images and delivered information that you wish to receive) of Participating Merchants. In no event shall we be liable for any damage that you may incur as a result of any errors in the business information of Participating Merchants.

10. Links to Third Party Websites

10.1 This site may contain hypertext links to other websites operated by third parties. We do not administer or operate such websites that can be visited by said hypertext links, and we assume no responsibility for the contents, etc. thereof.

10.2 We take no responsibility for the contents, etc. of websites or emails, etc. that are operated and administered by third parties, which lead you to this site or this service via referrals, links or other measures.

11. Handling of User Information

We will handle user information as specified in our [Privacy Policy](#).

12. Account Deletion

12.1 You may delete your TableCheck Account following the procedures that we prescribe.

12.2 In the event of death, or otherwise when there is a reason that stops you from using your membership, we shall deem that such member has withdrawn at such moment and suspend your user password, etc.

13. Suspension of Use

We reserve the right to temporarily suspend or revoke your permission to use TableCheck Platform, including your TableCheck Account, without prior notice or requisition in the following cases:

- ① When you misuse or permit the misuse of your password, this service or this site.
- ② When you fail to perform your obligations to this service or this site.
- ③ When you fall into a state of suspension of payments or insolvency.
- ④ When a petition for commencement of seizure, provisional seizure, provisional disposition, compulsory execution, bankruptcy, rehabilitation, corporate reorganization or special liquidation is filed against you, or you file a petition for commencement of bankruptcy, rehabilitation, corporate reorganization or special liquidation.
- ⑤ When the number of password input errors exceeds our specified limit.

- ⑥ When no usage of this site is recorded during a period we specify.
- ⑦ When we deem you as an anti-social force, etc. (referring to crime syndicates, gang members, gang group semi-regular members, corporate racketeers, groups engaging in criminal activities under the pretext of conducting social campaigns, crime groups specialized in intellectual crimes, anti-social forces and other equivalent persons), or that you have some form of connection with or involvement in anti-social forces, etc., such as helping or taking part in maintaining, operating or managing anti-social forces, etc. through the provision of funds.
- ⑧ When you violate any and all applicable laws, regulations, statutes, and codes related to anti-bribery and anti-corruption, including but not limited to Japan's Unfair Competition Prevention Act, the United States Foreign Corrupt Practices Act and the United Kingdom Bribery Act.
- ⑨ When you otherwise violate the provisions of these Terms.
- ⑩ Other cases in which we deem your conduct to be inappropriate.

14. Change and Discontinuance of Services

We reserve the right at all times to change or discontinue the contents of the TableCheck Platform, including but not limited to any site, application, or service therein, without prior notice. We shall bear no liability for any damage caused to you by such change or discontinuance.

15. Suspension of this Service

We reserve the right to suspend all or part of the TableCheck Platform, including but not limited to any site, application, or service therein, without prior notice in the cases below, and shall bear no liability for any damage caused to you by such a suspension:

- ① When we carry out maintenance or inspection of equipment and systems for the purpose of providing this service.
- ② When it is difficult to operate this service due to a fire, a loss of power, natural disasters or system failure, etc.
- ③ Other cases in which we deem a suspension of service to be unavoidable.

16. Prohibited Acts

16.1 You shall not commit any action that falls under or is likely to fall under one or more of the items below when using this site:

- ① Using this site for any wrongful purpose
- ② Actions that infringe on our intellectual property rights, portrait rights, rights of publicity

or other rights, or on those of Participating Merchants or other third parties

③ Actions that damage or undermine our trust, or violate our privacy, or damage or undermine the trust or violate the privacy of Participating Merchants or other third parties

④ Actions that may result in a crime such as fraud

⑤ Sending, providing or recommending a harmful program, etc. such as a computer virus

⑥ Tampering with or deleting our information or information of Participating Merchants and other third parties

⑦ Misappropriating equipment that belongs to us, Participating Merchants or other third parties, or impeding operation thereof

⑧ Using crawlers, bots, scraping tools, scripts, or any other automated means or similar methods, without our prior written permission, to monitor, access, obtain, collect, extract, copy, store, analyze, use, or provide to any third party the Site or any information, data, content, or other materials posted, stored, transmitted, or otherwise made available on or through the Site~~Using devices, measures or methods, such as software, for the purpose of accessing automatically to monitor this site, collect information or for other purposes, without obtaining prior written approval from us~~

⑨ Actions that violate laws and regulations, these Terms, or public order and standards of decency

⑩ Actions that impede operation of this site

⑪ Other actions we deem inappropriate

16.2 If there is any damage caused to us as a result of you having violated these Terms, we shall reserve the right to claim against you for compensation for such damage.

17. Scope of Our Responsibility and the User's Responsibility

17.1 We do not guarantee that you will not incur any damage resulting from harmful programs etc., such as computer viruses, when using this site.

17.2 We do not warrant the operation of any equipment, software, communication lines or other communication environment, etc. that you utilizes while using this site, and you shall assume the cost and responsibility for making available and maintaining equipment, software, communication lines and other communication environment, etc. necessary for using this site.

17.3 In no event shall we bear any communication expense incurred when you uses this site.

17.4 You shall to use this site at your own risk and take full responsibility for your actions and the consequences thereof. You agree to resolve any dispute pertaining to this site arising between you and third parties on your own responsibility, and we disclaim any and all responsibility for such matters.

17.5 We shall not be liable for any losses or damage caused by compliance or non-compliance of Participating Merchants.

17.6 We shall not be obliged to pay any compensation for damages caused to you in relation to any change to, or discontinuance or suspension of this site brought by us, or suspension of membership, or missing data or equipment failure, etc. caused by using this site, or any damage otherwise caused to you pertaining to this site. Notwithstanding the provisions of this paragraph or others that stipulate our exemption from liability for damages, pursuant to the Consumer Contract Act or due to other grounds, even in the cases where we are liable for compensation for damages, our liability shall be limited to actual, direct and normal losses and damages suffered by you as a result of negligent noncompliance (excluding the case of gross negligence) or any unlawful act committed by us, and shall not exceed five hundred (500) yen.

18. Severability

If any of the provisions of these Terms or part thereof is held to be invalid under the Consumer Contract Law or other laws and regulations, the remaining provisions thereof, or the remaining part of the provision deemed invalid shall continue to be valid, and such provision deemed invalid or part thereof shall be modified to the extent necessary to render the same valid, and interpreted to achieve the same purpose and same legal and economic effect as originally contemplated by such invalid provision or part thereof.

19. Transfer of Business

In the event where we transfer the business related to this site to a third party (including transfer of business, company split or any other case where this site is transferred), we may, as part of such transfer, assign to the third-party assignee your contractual status, rights and obligations under these Terms and information registered upon member registration or user registration and other information, and you consent to such assignment in advance.

20. Modification of these Terms

We reserve the right to amend these Terms without obtaining prior consent or providing prior notice. If you use this site after such amendment, you shall be deemed to have agreed to such amendment to the Terms.

21. Governing Law and Jurisdiction

21.1 In relation to services designated for use outside China, these Terms will be interpreted in accordance with the laws of Japan. If the need for legal proceedings should arise between

the parties hereto in relation to the Terms, the Tokyo District Court shall have exclusive jurisdiction.

21.2. In relation to services designated for use in China, these Terms will be interpreted in accordance with the laws of the city of Beijing and China. If the need for legal proceedings should arise between the parties hereto in relation to the Terms, the People's Court of Beijing shall have exclusive jurisdiction.