

**User Agreement
for DODO IS Program**

<https://auth.dodopizza.com>
<https://personal.dodopizza.com>

(valid from November 13th, 2019)



Moscow, 2019

1. Terms and Definitions used in the User Agreement

1.1. For the purposes of the User Agreement (hereinafter the Agreement), unless otherwise indicated in the content, the following capitalized terms used below shall have the following meanings.

1.1.1. DODO IS
(hereinafter referred to as the Program)

means a cloud-type computer program (<https://auth.dodopizza.com> , <https://personal.dodopizza.com>), which includes its own database, access to which is provided online via login and password, which helps automate business processes of "Dodo Pizza" Chain.

Program Database - a set of materials that are available using the Program and contain information about:

- products and their accounting (composition, cost, price, marketing promotion, supply and write-off, etc.);
- Enterprises (working hours, location, delivery area, their revenue, productivity and efficiency, etc.);
- End-users of Enterprises (data, position, work schedule, fee amount, productivity, etc.);
- customer orders (cost, stages of preparation, registration channel (delivery, pickup, restaurant), etc.);
- as well as other information demonstrating the business processes of the Enterprises (hereinafter- the **Content**).

The developer of the Program database is the Copyright Holder as the person who incurred significant financial, material, organizational and other costs for creating the database, and is a holder of the exclusive right of the developer of the database, and who organized the establishment of the Program database and collection, processing and layout of the materials that comprise them.

The websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com> are objects of intellectual property as part of the Program, the databases of the Program, graphic content and other derivatives combined to ensure the normal functioning of the Program and use their capabilities for entering information to the Program provided for in this clause of the Agreement.

Both the Copyright Holder and the User can enter the Program data, but only the Copyright Holder can administer and analyze them. As the result, the exclusive right to the Program database belongs to the Copyright Holder.

1.1.2. Copyright Holder

a legal entity that has exclusive rights to the Program, the Program Databases and websites: <https://auth.dodopizza.com>, <https://personal.dodopizza.com> in full scope.

1.1.3 Consent of the Copyright Holder

a consent of the Copyright Holder, on the basis of which the Copyright Holder has transferred to his Partner for a fee a set of exclusive rights belonging to the Copyright Holder, including the right to access the Program, for use within a certain territory.

1.1.4.Partner of Copyright Holder	a legal entity or individual entrepreneur who gained access to the Program with the consent of the Copyright Holder.								
1.1.5 User	<p>individuals with access to the Program and assigned with one and/or several of the following roles</p> <p>on the website https://auth.dodopizza.com:</p> <ul style="list-style-type: none"> ● Division Administrator ● Manager of the Office ● Shift Manager ● Delivery Cashier ● Restaurant Cashier ● Central Administrator ● Central Manager of the Office ● Developer ● Accountant ● Inventory Staff ● Central Manager of the Office Franchisee ● Operator ● Senior Operator ● Tracking ● Public Screens ● Loyalty Program Manager ● Mystery Shopper Manager <p>on the website https://personal.dodopizza.com:</p> <ul style="list-style-type: none"> ● Kitchen Staff ● Courier <p>The functions of each role are specified in paragraphs 3.8.1 - 3.8.21.3. of this Agreement.</p> <p>The lists of roles, their names, and their functions are not limited to the text of this Agreement.</p>								
1.1.6. Personal card of a linear user of the Enterprises of the Copyright Holder and the Partner of Copyright Holder (Kitchen Staff, Courier) (hereinafter - the Linear User, Personal Card)	<p>personal card of the Linear User formed by the representative of the Partner of Copyright Holder by entering information about him/her in the following sections:</p> <p><i>Kitchen Staff:</i></p> <table border="1" data-bbox="576 1671 1453 1982"> <thead> <tr> <th>Sections</th> <th>Personal information</th> <th>Working information</th> <th>Training</th> </tr> </thead> <tbody> <tr> <td>obligatory</td> <td>- Full name - Date of birth - Gender - Phone</td> <td>- Date of recruitment - Health permit until XX.XX.XX - Barcode</td> <td>- Position</td> </tr> </tbody> </table>	Sections	Personal information	Working information	Training	obligatory	- Full name - Date of birth - Gender - Phone	- Date of recruitment - Health permit until XX.XX.XX - Barcode	- Position
Sections	Personal information	Working information	Training						
obligatory	- Full name - Date of birth - Gender - Phone	- Date of recruitment - Health permit until XX.XX.XX - Barcode	- Position						

optional	- add. phone - Email - INN (Taxpayer Identification Number) -PFR (Pension Fund of Russia) -Facebook -Status or about yourself	- Employee ID No.	
----------	--	-------------------	--

Courier

Sections	Personal information	Working information
obligatory	- Full name - Date of birth - Gender - Phone	- Date of recruitment - category (car, on foot) - Barcode
optional	- add. phone - Email - INN (Taxpayer Identification Number) -PFR (Pension Fund of Russia) -Facebook -Status or about yourself	- Employee ID No.

Personal card is stored at <https://personal.dodopizza.com>. Personal card is generated after authentication on the website <https://auth.dodopizza.com>.

1.1.7. Personal account of the Linear User (hereinafter - the Personal Account)

a personal account of the Linear User of a specific Enterprise on the website <https://personal.dodopizza.com>, which contains the following information about:

- his/her fee,
- his/her work schedule,
- his/her colleagues in a specific Enterprise (family name and first name, position, phone, e-mail (optional)),
- Copyright Holder’s standards and instructions, work improvement tips, Enterprise ratings, success stories of teams from different cities and countries (go to <https://dodopizza.info/standards/>),
- groups on social networks for the exchange of experience, personal growth, socializing, problem solving (go to https://vk.com/dodo_team) (selecting language “Русский”)

	<p>The login and password from the Personal Account is generated automatically: at the moment the representative of the Partner of Copyright Holder creates the Personal Card.</p> <p>After entering the website https://personal.dodopizza.com the Linear User has the right to change the password of the Personal Account.</p>
1.1.8. Enterprise	<p>Chain production unit under the trademark “Dodo”, which has an individual postal address, from which the products are sold and the Chain services are rendered in the form of delivery and hall for guests, and has its own unique name.</p>
1.1.9. Delivery Area	<p>a territory located within a settlement that has clearly described administrative and/or delineated boundaries and within which, with the consent of the Copyright Holder, delivery of products and provision of pizzeria services should be carried out.</p>
1.1.10. Bonus Program	<p>a set of interrelated actions that provide an opportunity for clients of the Copyright Holder and Partners of Copyright Holder to receive virtual conventional units (cashback) and additional discounts when purchasing goods (works, services) from the Copyright Holder and Partners of Copyright Holder. These actions are implemented jointly by the Copyright Holder and Partners of Copyright Holder in order to attract more customers and keep existing customers. The rules for participation in the Bonus Program are listed on the website https://dodopizza.com. In case of absence of the corresponding website and / or the Bonus program on the website https://dodopizza.com, this clause of the Agreement does not apply.</p>
1.1.11 Secret Shopper	<p>an individual providing the Copyright Holder with an unbiased assessment of the services of the Enterprise of the Partners of Copyright Holder in accordance with the rules of the Copyright Holder.</p>
1.1.12 Content	<p>all objects, including design elements, text, graphic images, illustrations, videos, scripts, programs, music, sounds and other objects and their collections, located on the websites https://auth.dodopizza.com, https://personal.dodopizza.com.</p>
1.1.13. Confidential information	<p>Any information that has become known to the Partner of the Copyright Holder and the User in connection with gaining access to the Program and websites https://auth.dodopizza.com, https://personal.dodopizza.com with the exception of information that has become generally known.</p>

2. Subject and Status of the User Agreement

- 2.1. The subject of the Agreement is the provision by the Copyright Holder of access to use the Program to the User.

- 2.2. The Agreement defines the terms of use of the Program, the rights and obligations of the User and the Copyright Holder. The Agreement also extends to relations associated with the rights and interests of third parties that are not Program Users, but whose rights and interests may be affected in the result of actions of the Users.
- 2.3. The User must fully read the Agreement before registering on the websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com>. The User registration means the complete and unconditional acceptance by the User of this Agreement.
- 2.4. This Agreement may be amended and/or supplemented by the Copyright Holder unilaterally without any special notice.
- 2.5. The Agreement and all relations connected with the use of the Program shall be governed by the legislation of the Russian Federation, other applicable legislation, and any claims and complaints arising from the Agreement or the use of the Program shall be filed and considered in court at the location of the Copyright Holder.
- 2.6. This Agreement applies to subsequent updates/new versions of the Program.

3. Registration on the websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com> and the status of the User

- 3.1. **Registration of the User, except for the User with the role of Kitchen Staff or Courier**, is performed free of charge on the website <https://auth.dodopizza.com> by the representative of the Copyright Holder.
 - 3.1.1. When registering on the website <https://auth.dodopizza.com>, the User is obliged to provide the representative of the Copyright Holder with the necessary reliable and relevant information to form the User's personal page, including email address, last name, and first name. The User has the right to register no more than one personal page on the website: <https://auth.dodopizza.com>.
 - 3.1.2. After receiving necessary information, the representative of the Copyright Holder provides the User with a unique login and password for accessing the website <https://auth.dodopizza.com>.
- 3.2. **Registration of the User, whose role is the Kitchen Staff or the Courier**, is conducted free of charge on the website <https://auth.dodopizza.com> by the representative of the Partner of Copyright Holder.
 - 3.2.1. Before registration, the User is obliged to provide the representative of the Partner of Copyright Holder with the necessary reliable and relevant information for the formation of the Personal Card specified in clause 1.1.6 of the Agreement.
 - 3.2.2. After receiving necessary information, the representative of the Partner of Copyright Holder provides the User with a unique login for accessing the website <https://personal.dodopizza.com>. The password from the Personal Account is created automatically, which the User can change on its own after entering the website <https://personal.dodopizza.com>. The User has the right to have no more than one personal page on the website <https://personal.dodopizza.com>.
- 3.3. The login and password received by the User are necessary and sufficient information for the User to access the websites: <https://auth.dodopizza.com> , <https://personal.dodopizza.com>.

- 3.4. When registering, the User accepts this Agreement and assumes the rights and obligations specified therein related to the use and operation of the websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com>.
- 3.5. The User shall have no right to pass its login and password to third parties, and shall be fully responsible for their security, independently choosing the method for keeping them.
- 3.6. The User can allow on the hardware and software used by him/her the storage of login and password (using cookies) for subsequent automatic authorization on the websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com>.
- 3.7. Unless the User proved otherwise, any action taken with the use of its login and password shall be considered to have been committed by the relevant User. In case of unauthorized access to the login and password and/or personal page of the User, or handover of the login and password, the User is obliged to immediately notify the Copyright Holder and/or its representative in the prescribed manner by sending a letter to the representative of the Copyright Holder via e-mail support@dodopizza.com on the website <https://auth.dodopizza.com> or inform the Partner of the Copyright Holder and/or its representative by phone and/or e-mail indicated in the “Contacts” section on the website <https://personal.dodopizza.com>.
- 3.8. The User agrees to receive through the services of the User or third parties electronic messages, text messages and other types of information newsletters, including from the Partners of Copyright Holder.
- 3.9. The Copyright Holder reserves the right to restrict the User’s access to the Program unilaterally.
- 3.10. After deleting an account to enter the websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com>, the User loses the right to access the Program.
- 3.11. After registration, the User receives one and/or several roles, each of which has its own functions:
 - 3.11.1. *Division Administrator* - a role whose main area of activity is setting up pizzeria parameters. Division Administrator can:
 - 3.11.1.1. change pizzeria settings;
 - 3.11.1.2. create and modify marketing offers (promotions);
 - 3.11.1.3. change the composition of the pizzeria menu;
 - 3.11.1.4. set up a showcase of pizzas with slices;
 - 3.11.1.5. change the delivery area;
 - 3.11.1.6. upload new images for TV boards and promotions.
 - 3.11.2. *Manager of the Office* - a role whose main area of activity is the effectiveness of the pizzeria staff. Office Manager can:
 - 3.11.2.1. introduce pizzeria employees to the Program;
 - 3.11.2.2. set up shift schedules for pizzeria employees;

- 3.11.2.3. recruit staff;
- 3.11.2.4. process pizzeria performance data;
- 3.11.2.5. deal with pizzeria resources accounting.
- 3.11.3. *Shift Manager* - a role whose main area of activity is the general management of pizzeria during the shift. Shift Manager can:
 - 3.11.3.1. monitor the functioning of all the "units" of the pizzeria;
 - 3.11.3.2. solve all current issues that arise during the shift;
 - 3.11.3.3. open and close shifts of employees and the pizzeria itself;
 - 3.11.3.4. deal with pizzeria resources accounting.
- 3.11.4. *Restaurant Cashier* is a role whose main functions are:
 - 3.11.4.1. receiving orders at a restaurant and clipping receipts;
 - 3.11.4.2. issuing orders to guests in a restaurant.
- 3.11.5. *Delivery Cashier* is a role whose main functions are:
 - 3.11.5.1. sending couriers with orders for delivery and pickup;
 - 3.11.5.2. printing receipts at the delivery cash desk.
- 3.11.6. *The Central Administrator* is a role whose main area of activity is setting up the work of pizzerias at the country level: setting up the organizational structure, delivery, products, prices, marketing, website, customers, staff, accounting and administering events.
- 3.11.7. *The Central Manager of the Office* is a role, whose main area of activity is to receive reports and metrics on the activities of pizzerias in a particular country, to work with feedback from employees of pizzerias.
- 3.11.8. *Developer* - a role whose main area of activity is the management of new and/or testing functions of the Dodo IS.
- 3.11.9. *Accountant* is a role whose main area of activity is to receive a limited number of reports related to financial indicators and personnel at the level of the pizzerias of one Partner of Copyright Holder.
- 3.11.10. *Inventory Staff* is a role whose main area of activity is the input and accounting of the actual residues of raw materials in the pizzeria, during the audit.
- 3.11.11. *Central Manager of the Office Franchisee* is a role whose main area of activity is the receipt of reports and metrics on the activities of pizzerias.
- 3.11.12. *Operator* - a role whose main area of activity is the receipt of orders and advising on already accepted orders.
- 3.11.13. *Central Operator* - a role whose main task was to check large orders after the operator.

- 3.11.14. *Tracking* - a role created for tablets installed in the hot shop of pizzerias, the main task of which is to display the names of the prepared products.
- 3.11.15. *Public Screens* - a role created for TV installed in pizzerias, the main task of which is to display advertising layouts in a pizzeria.
- 3.11.16. *Loyalty Program Manager* - a role whose main area of activity is the registration of bonus program participants and charging them virtual conventional units when they make purchases of goods (works, services) of the Partners of Copyright Holder.
- 3.11.17. *Mystery Shopper Manager* - a role whose main area of activity is the charging virtual conventional units to secret shoppers.
- 3.11.18. *Label Printer* - a role whose main area of activity is label printing for a product with the information required by the legislation of the Russian Federation and other applicable legislation after placing the product in the oven.
- 3.11.19. *Kitchen Staff* - a role whose main area of activity is cooking.
- 3.11.20. *Courier* - a role whose main area of activity is the delivery of end products within the Delivery Zone of a specific pizzeria.
- 3.11.21. *Cashier* - a role whose main functions are:
 - 3.11.21.1. receiving orders at a restaurant and printing receipts;
 - 3.11.21.2. issuing orders to guests in a restaurant;
 - 3.11.21.3. sending couriers with orders for delivery and pickup.
- 3.12. The number of roles provided to the User is determined by the Copyright Holder unilaterally.
- 3.13. The list of roles, their names and functions specified in this section of the Agreement may be changed by the Copyright Holder unilaterally. Failure by the Copyright Holder to make the appropriate changes specified in this clause of the Agreement does not limit the validity of this Agreement in relation to the new list of roles and/or their functions.

4. **Program Use Rules and Limitations**

- 4.1. When using the Program, the User is obliged to comply with the rules set forth in this section. Using the functionality of the Program, websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com>, Content in any other way is a substantial violation of this Agreement. The Copyright Holder may monitor the User's use of the Program's functionality, the websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com> and the Content to monitor compliance with these rules of use.
- 4.2. Presentation of the Program, websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com>, Content by the Copyright Holder does not imply the transfer to the User of any rights to use for commercial or advertising purposes and is not a transfer of rights or waiver from the copyright holders.
- 4.3. The User is responsible for the loss, destruction and damage of the Content when not entering / incorrect data entry on the websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com>.

- 4.4. When using the Program, websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com>, Content, the User **is obliged**:
- 4.4.1. to comply with the provisions of the current legislation of the Russian Federation and other applicable legislation, this Agreement and other special documents of the Copyright Holder;
 - 4.4.2. to follow the update of the information submitted for registration in accordance with paragraphs 3.1.1., 3.2.1;
 - 4.4.3. not to provide access to other Users to its own personal page or to the individual information contained on it in case this could lead to a violation of the legislation of the Russian Federation, and applicable law and/or these Rules, special documents of the Copyright Holder;
 - 4.4.4. to keep confidential and not disclose to other Users and third parties what became known to him/her as a result of communication with other Users and other use of the Program, websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com>, Content, personal data (including, but not limited to, home addresses, phone numbers, email addresses, ICQ, passport data, banking information) and information about the privacy of other Users and third parties without obtaining the prior consent of the latter.
- 4.5. When using the Program, websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com>, Content, the User **is prohibited**:
- 4.5.1. to illegally upload, store, publish, distribute and provide access or in any other way use the intellectual property of the Copyright Holder and third parties;
 - 4.5.2. to use the software and take actions aimed at disrupting the normal functioning of the Program, the websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com> or the personal pages of Users;
 - 4.5.3. to attempt gaining access to the other User login and password data by any means, including but not limited to fraudulent practice, breach of trust, hacking.
 - 4.5.4. to carry out illegal collecting and processing of personal data of other persons;
 - 4.5.5. to reproduce, duplicate, copy, sell, carry out trade operations and resell access to the use of the Program, websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com>, Content, including its inactive data and commands, for any purpose, except when such actions were expressly authorized by the User in accordance with the terms of these Rules or a separate agreement with the Copyright Holder.
 - 4.5.6. to extract materials from the Program database without written consent of the Copyright Holder and carry out their subsequent use for purposes that do not correspond to the functions of the roles specified in section 3 of the Agreement;
 - 4.5.7. to create derivatives using the Program, as well as perform (permit to perform) other use of the Program by third parties without the written consent of the Copyright Holder.
- 4.6. The User is personally responsible for any information that he/she enters on the websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com>, communicates to other Users, as well as for any interactions with other Users at his/her own risk.

5. User personal data processing conditions

- 5.1. Processing of the User's personal data is carried out in accordance with the legislation of the Russian Federation, other applicable legislation.
- 5.2. The Copyright Holder processes the User's personal data in order to provide the User with access to the use of the functionality of the websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com>, including for the purpose of checking, researching and analyzing data that allows maintaining and improving the functionality and sections of the websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com>, as well as develop new functionality and sections of the websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com>.
- 5.3. The Copyright Holder takes all necessary measures to protect the User's personal data from unauthorized access, alteration, disclosure or destruction.
- 5.4. The Copyright Holder provides access to the User's personal data only to those individuals of the Copyright Holder or third parties who need this information to ensure the functioning of the websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com> and providing the User with access to their use.
- 5.5. The Copyright Holder has the right to use the information provided by the User, including personal data, as well as transfer it to third parties, in order to ensure compliance with the requirements of the current legislation of the Russian Federation and other applicable legislation, protect the rights and interests of Users, the Copyright Holders of the websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com>, third parties (including in order to identify, verify/investigate and/or suppress illegal actions).
- 5.6. Information provided by the User can be disclosed only in accordance with the current legislation of the Russian Federation at the request of the court, law enforcement agencies, as well as in other cases provided for by the legislation of the Russian Federation.
- 5.7. Since the Copyright Holder of the websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com> processes the User's personal data in order to execute this Agreement, by virtue of the provisions of the legislation on personal data, the User's consent to the processing of his/her personal data is not required.

6. Intellectual Property

- 6.1. All objects of Content are objects of exclusive rights of the Copyright Holder, all rights to these objects are protected.
- 6.2. The User agrees that the Content objects are owned by the Copyright Holder and are held by the Partners of the Copyright Holder on the ground of a simple non-exclusive license.
- 6.3. Nothing of the Content may be copied (reproduced), processed, distributed, displayed in a frame, published, downloaded, transferred, sold or otherwise used in whole or in part without the prior consent of the Copyright Holder, unless the Copyright Holder clearly expressed its consent for free use of the Content by any person. Reproduction, copying, collection, systematization, storage, transfer of the Content in order to create a database for commercial

and/or non-commercial purposes and/or use of the Content in whole or in any part, regardless of the method of use, without the consent of the Copyright Holder is not allowed.

- 6.4. The right to use all trademarks, logos and other designations belongs to the Partners of Copyright Holder on the ground of the Consent of the Copyright Holder.
- 6.5. The User as an individual is not granted any rights or licenses in relation to any of the above trademarks, logos.

7. Confidential Information

- 7.1. Confidential information is not subject to disclosure, this Agreement is unlimited in term of validity, therefore, Confidential information is not subject to disclosure by the User/Partner of Copyright Holder and after loss of access to the Program, unless the Copyright Holder has expressed consent to the User/Partner of Copyright Holder to disclose the Confidential Information in the form of appropriate written permit, or when the provision of such information will be mandatory for the User/Partner of Copyright Holder in accordance with the current legislation of the Russian Federation/applicable legislation.
- 7.2. The User/Partner of Copyright Holder is not entitled to use the Confidential Information for its own benefit.
- 7.3. The User undertakes to use the Confidential Information provided or made known to him/her in the course of this Agreement solely for fulfilling the functions of the roles defined in Section 3 of the Agreement.
- 7.4. The Confidential Information is not subject to disclosure, this Agreement is unlimited in term of validity, therefore, Confidential Information is not subject to disclosure by the User even after deleting an account to access the websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com> and loss by the User of access to the Program.
- 7.5. The User is obliged to maintain the same high degree of secrecy in order to avoid the disclosure or use of the Confidential Information, which the Copyright Holder would reasonably observe with respect to its own confidential information of the same degree of importance.
- 7.6. The User is obliged to take all necessary measures to keep Confidential Information in secret, including:
 - 7.6.1. to provide access to the Confidential Information only to a limited number of specialists subordinated to him/her who directly use the Confidential Information in connection with the performance of official tasks;
 - 7.6.2. not to make copies of documents in larger quantities than it is usually necessary for specialists to perform tasks, and destroy copies when the need for their use clearly disappears.
- 7.7. All Confidential Information issued by the Copyright Holder to the User in any form according to the Agreement will and will remain the exclusive property of the Copyright Holder, the Confidential Information and any copies thereof shall be immediately returned to the Copyright Holder at its written request or destroyed at the discretion of the Copyright Holder with the provision of written confirmation of the fact that such information was destroyed.
- 7.8. At the written request of the Copyright Holder (which can be done at any time), and without prejudice to any other rights of the User, the User is obliged:
 - 7.8.1. in case the carriers of the Confidential Information are the property of the User - to

- destroy these carriers to the extent that it is impossible to restore the Confidential Information (deadline is 10 (ten) calendar days);
- 7.8.2. in case the carriers of the Confidential Information are the property of the Copyright Holder - to ensure the return to the Copyright Holder of all such carriers (the deadline is 10 (ten) calendar days).
- 7.9. In each such case, the User is obliged to inform the Copyright Holder immediately about the performance of his/her duties in writing.
- 7.10. The User shall not export, directly or indirectly, any Confidential Information received from the Copyright Holder with the consent of the Copyright Holder, which also applies to any product created using the Confidential Information or using it without the prior written consent of the Copyright Holder. This obligation survives even the deletion of the account to access the websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com>.
- 7.11. The User shall be liable for:
- 7.11.1. unintentional disclosure of the Confidential Information, if he/she does not observe the same caution that he/she would observe with respect to his/her own confidential information of similar importance and after discovering unintentional disclosure or non-use of this information, he/she does not try to stop its unintentional disclosure or use and does not immediately in writing inform the Copyright Holder about this;
- 7.11.2. intentional violation of the confidentiality regime, including, but not limited to: in order to gain unauthorized income, access to markets where the Copyright Holder and the Partner of the Copyright Holder have common or related interests, the achievement of other advantages not provided for by this Agreement or other agreements that are concluded or will be concluded between the Copyright Holder and the Partner of Copyright Holder.

8. Disclaimer

- 8.1. The Program is provided on an "as is" basis. The Copyright Holder does not provide any guarantees regarding the error-free and uninterrupted operation of the Program, the compliance of the Program with the specific goals and expectations of the User, and does not provide any other guarantees not expressly specified in this Agreement.
- 8.2. Under no circumstances shall the Copyright Holder and its representatives be liable for any direct or indirect consequences of any use or inability to use the Program and/or damage caused to the User, his/her computer, mobile devices, any other equipment or software, or any third party as a result of any use or non-use of the Program, including due to possible errors or malfunctions of the Program.
- 8.3. The User is hereby notified and agrees that when using the Program the Copyright Holder is transferred all the information entered into the Program, which the Copyright Holder is entitled to use for any purpose.

9. Program Update

- 9.1. The Copyright Holder has the right to upload automatically and install updates which aim at improving the Program.

- 9.2. The User is hereby notified and agrees to the automatic update of the Program.
- 9.3. This Agreement applies to all subsequent updates/new versions of the Program. Use of an updated version of the Program means acceptance by the User of the terms of this Agreement for the relevant updates/new versions of the Program, unless updating/installing a new version of the Programs is accompanied by another User Agreement.

10. Final Provisions

- 10.1. This Agreement is governed by and construed in accordance with the laws of the Russian Federation and other applicable laws. Issues not regulated by the Agreement shall be resolved in accordance with the laws of the Russian Federation and other applicable laws. Issues regarding data protection of EU Users are governed by the applicable law.
- 10.2. In case of any dispute or disagreement related to execution of this Agreement, the User and the Copyright Holder will make every effort to resolve them through negotiations between them. If disputes are not resolved through negotiations, disputes shall be resolved in order set forth by the current laws of the Russian Federation and other applicable laws.
- 10.3. This Agreement shall enter into force for the User from the moment of posting on the websites <https://auth.dodopizza.com>, <https://personal.dodopizza.com> and is valid for an indefinite period.
- 10.4. If for one reason or another, one or more provisions of this Agreement are declared invalid or void, this shall not affect the validity or enforceability of the remaining provisions of the Agreement.