

**User Agreement
for Knowledge Base
<https://dodopizza.info>**

(valid from November 13, 2019)



Moscow, 2019

1. Terms and Definitions used in the User Agreement

1.1. For the purposes of this 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. Knowledge Base
(hereinafter referred to as the Base)

a cloud-type database, access to which is provided online, through an account in the Dodo IS program or e-mail type @dodopizza.com, as well as other e-mail defined by the Copyright Holder, located at www.dodopizza.info.

The knowledge base contains:

- know how
- indications, instructions aimed at ensuring compliance with the nature, methods and conditions of using the complex of exclusive rights, mandatory for the User;
- System materials specified in clause 1.1.2 of the Agreement
- information, including commercial, technical documentation;
- other information necessary for the User to exercise the rights granted to him/her in connection with the activities of the Enterprise and discharge of his/her duties.

The developer of the database is the Copyright Holder as the person who organized the creation of the database and the work on gathering, processing and layout of their constituent materials.

The Copyright Holder incurred significant financial, material, organizational and other costs for creating the Base and is the owner of the exclusive right of the database developer.

1.1.2. Dodo System
(hereinafter referred to as the System)

includes but is not limited to the following objects:

- know how
- commercial announcements (slogans) and related images (logos);
- design of company clothes;
- elements of corporate design of premises and design of the Enterprise (clause 1.1.8. of this Agreement);
- construction and design of packaging materials;
- menus, recipes and formulas of meals;
- technological descriptions of business processes;
- other computer programs that contribute to the automation of business processes in Enterprises;

	<ul style="list-style-type: none"> ● training programs for personnel of Enterprises; ● marketing and promotional materials <p>contained in the Knowledge Base and other sources, provided by the Copyright Holder with the consent of the Copyright Holder for more efficient conduct of their business activities within the framework of the Enterprise.</p>
1.1.3. Knowledge Base Website (hereinafter referred to as the Website)	<p>Internet resource that provides access to the Database when accessing the domain name https://dodopizza.info/ (including all levels of the specified domain that were functioning at the time of acceptance of the Agreement by the User, as well as added after that).</p> <p>The Website is an object of intellectual property as part of computer programs and other software, databases, graphic content and other works, combined to ensure the normal functioning of the Website and use its capabilities to enter into the Database the information provided for in clause 1.1.1. of this Agreement.</p> <p>The Website data is entered by the Copyright Holder and the User, but is administered only by the Copyright Holder.</p>
1.1.4. Copyright Holder	an entity, which has exclusive rights to the Base, the Website in full.
1.1.5 User	individuals with access to the Base and Website.
1.1.6 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 Base and Website, for use within a certain territory.
1.1.7.Partner of the Copyright Holder	a legal entity or individual entrepreneur who gained access to the Base and Website with the Consent of the Copyright Holder.
1.1.8. Enterprise	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.
1.1.9. Content	All objects and their collections uploaded on the Website, including design elements, text, graphics, illustrations, videos,

	scripts, programs, music, sounds and other objects and their collections.
1.1.10. Confidential Information	Any information that has become known to the Partner of the Copyright Holder and the User in connection with gaining access to the Base and the Website, with the exception of information that has become generally known.

2. Subject and Status of the User Agreement

- 2.1. The subject of the Agreement is the provision by the Copyright Holder to the User of access to use the Base and Website.
- 2.2. The Agreement defines the terms of use of the Base and Website, 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 Base and Website Users, but whose rights and interests may be affected as the result of actions of the Users.
- 2.3. The User is obliged to fully read the Agreement before gaining access to the Base through the website <https://dodopizza.info/>. The User access to the Website means the full 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 Base 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 Base 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 Base and Website.

3. Website Status

- 3.1. The Website contains (or may contain) Content owned or emanating from third parties (Third-Party Content), which is the result of intellectual activity and protected in accordance with the laws of the Russian Federation and other applicable laws.
- 3.2. The Copyright Holder does not check these third parties and their Content for compliance with any requirements and is not responsible for any information on third-party websites that the User accesses through the Website or Third-Party Content, including any opinions or statements expressed on third-party websites or in their Content.

- 3.3. The Copyright Holder reserves the right at any time to change the design of the Website, its contents, list of services, to modify or supplement scripts, software and other objects used or stored on the Website, any server applications at any time without prior notice.
- 3.4. The Copyright Holder ensures the operation and operability of the Website and undertakes to timely restore its performance in the event of technical failures and interruptions.
- 3.5. The Copyright Holder reserves the right, at its discretion, to change, block or delete any information published by the User, to suspend, restrict or terminate the User's access to all or any sections of the Website at any time for any reason or without explanation, either with or without prior notice.

4. Access to the Website and User Status

- 4.1. Access to the website by the User is free and is done at <https://dodopizza.info/>.
- 4.2. Access to the Website is provided in the following ways: (a) by using the User's account in the Dodo IS program; (b) by using a corporate mail account such as @dodopizza.com; (c) by using the email account defined by the Copyright Holder in case the User does not have accounts (a) and (b); (d) in other ways determined by the Copyright Holder unilaterally as such.
- 4.3. When accessing the Website, the User accepts this Agreement and assumes the rights and obligations specified therein related to the use and operation of the Website.
- 4.4. The User has the right to use no more than one account in the Dodo IS program or no more than one email address to enter the website.
- 4.5. The Copyright Holder reserves the right to limit the User's access to the Website and to the materials of the Base unilaterally.
- 4.6. 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 the Copyright Holder.
- 4.7. The User does not have the right to transfer the data used to enter the Website to third parties, bears full responsibility for their safety, independently choosing the method of their storage.
- 4.8. The User can allow on the hardware and software used by him/her the storage of data for entering the Website (using cookies) for subsequent automatic authorization on the Website.
- 4.9. 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 User's account, the User is obliged to immediately notify the Copyright

Holder and/or his/her representative in the prescribed manner by sending a letter to the representative of the Copyright Holder by e-mail support@dodopizza.com .

- 4.10. After deleting an account to enter the Website, the User loses the right to access the Base.
- 4.11. The volume of materials of the Base available to each User is determined by the Copyright Holder unilaterally, including, but not limited to, depending on the role of the User's account in the Dodo IS program, as defined in the [User Agreement for the Dodo IS program](#).

5. Rules of use of the Base and Website and restrictions

- 5.1. When using the Base, the User is obliged to comply with the rules set forth in this section. Using the Base, the Website in any other way is a substantial violation of this Agreement. The Copyright Holder may track the use by the User of the Base, the Website in order to monitor compliance with these rules of use.
- 5.2. Representation of the Base, Website by the Copyright Holder does not imply the transfer to the User of any rights to use for commercial or advertising purposes, except as expressly provided for in the materials of the Base, and does not constitute a transfer of rights or a waiver of them by the Copyright Holder.
- 5.3. When using the Base, the Website, the User **is obliged:**
 - 5.3.1. 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;
 - 5.3.2. not provide access to other Users to his/her own account for accessing the Website or to the individual information contained on it if this could lead to a violation of the legislation of the Russian Federation or other applicable legislation and/or these Rules, special documents of the Copyright Holder;
 - 5.3.3. 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 Base, Website 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.
- 5.4. When using the Base, Website, the User **is prohibited:**
 - 5.4.1. 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;
 - 5.4.2. to carry out actions aimed at disrupting the normal functioning of the Base, Website;

- 5.4.3. to change or circumvent security technologies installed on the Website and supported by the Copyright Holder;
 - 5.4.4. in any way, including, but not limited to, by fraud, breach of trust, hacking, try to gain access to the account of another User to access the Website;
 - 5.4.5. to carry out illegal collection and processing of personal data of other persons;
 - 5.4.6. to reproduce, duplicate, copy, sell, carry out trade operations and resell access to the use of the Base, the Website, including its inactive data and commands, for any purpose, except when such actions were expressly authorized for the User in accordance with the conditions of these Rules or a separate agreement with the Copyright Holder.
 - 5.4.7. without written consent, as well as without the appropriate instruction of the Copyright Holder in the materials of the Base to reproduce, distribute, make public any data from the Base in any form and by any means not expressly provided for in this Agreement, including in conjunction with other programs, as part of the databases data, collections of software products, with the offer of other programs, settings and other products, regardless of the purpose of such use.
- 5.5. The User is personally responsible for any information that he/she enters on the Website, reports to other Users, as well as for any interactions with other Users at his/her own risk.

6. User personal data processing conditions

- 6.1. Processing of the User's personal data is carried out in accordance with the legislation of the Russian Federation, other applicable legislation.
- 6.2. 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 Website, including for the purpose of checking, researching and analyzing data that allows maintaining and improving the functionality and sections of the Website, as well as develop new functionality and sections of the Website.
- 6.3. The Copyright Holder takes all necessary measures to protect the User's personal data from unauthorized access, alteration, disclosure or destruction.
- 6.4. The Copyright Holder provides access to the User's personal data only to those individuals who need this information to ensure the functioning of the Website and providing the User with access to its use.
- 6.5. 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 Website,

third parties (including in order to identify, verify/investigate and/or suppress illegal actions).

- 6.6. Disclosure of the information provided by the User can be made 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.
- 6.7. Since the Copyright Holder of the Website 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.

7. Intellectual Property

- 7.1. All objects of the Content are objects of exclusive rights of the Copyright Holder, all rights to them are protected.
- 7.2. 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 basis of a simple non-exclusive license.
- 7.3. 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.
- 7.4. The right to use all trademarks, logos and other designations belongs to the Partners of Copyright Holder on the basis of the Consent of the Copyright Holder.
- 7.5. The User as an individual is not granted any rights or licenses in relation to any of the above trademarks, logos.

8. Confidential Information

- 8.1. 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 and after loss of access to the Base and Website, unless the Copyright Holder has expressed consent to the User 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 in accordance with the current legislation of the Russian Federation/applicable legislation.
- 8.2. The User/Partner of Copyright Holder is not entitled to use the Confidential Information for its own benefit.

- 8.3. The User undertakes to use the Confidential Information provided or made known to him/her in the course of this Agreement solely for ensuring the activity of the Enterprise.
- 8.4. The Confidential Information is not subject to disclosure, this Agreement is unlimited in term of validity, therefore, the Confidential Information is not subject to disclosure by the User even after deleting an account to access the Base, the Website and loss by the User of access to the Base, Website.
- 8.5. 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.
- 8.6. The User is obliged to take all necessary measures to keep Confidential Information in secret, including:
 - 8.6.1. 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;
 - 8.6.2. 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.
- 8.7. 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.
- 8.8. 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:
 - 8.8.1. 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);
 - 8.8.2. 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).
- 8.9. 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 Base, the Website.
- 8.10. The User shall be liable for:
 - 8.10.1. unintentional disclosure of the Confidential Information, if he/she does not observe the same caution that the Copyright Holder 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 immediately in writing does not inform the Copyright Holder about this;

- 8.10.2. intentional violation of the Confidential Information, 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.

9. Disclaimer

- 9.1. Access to the Base and the Website is provided on an “as is” basis. The Copyright Holder does not provide any guarantees regarding the error-free and uninterrupted operation of the Base and Website, the compliance of the Base with the specific goals and expectations of the User, and does not provide any other guarantees not expressly specified in this Agreement.
- 9.2. Under no circumstances does the Copyright Holder and its employees bear any responsibility for any direct or indirect consequences of any use or inability to use the Base and the Website and/or damage caused to the User and/or its employees as a result of any use or non-use of the Base and Website, including due to possible errors or malfunctions of the Base and Website.
- 9.3. The User is hereby notified and agrees that when using the Base the Copyright Holder is transferred all the information entered into the Base, which the Copyright Holder is entitled to use for any purpose.
- 9.4. The Copyright Holder is not responsible for temporary malfunctions and interruptions in the operation of the Website and the associated loss of information, and is also not responsible for any damage caused to computer of the User or any third party, mobile devices, any other equipment or software caused by downloading materials from Website or connected with them through the links available on the Website.

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 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 Website and are valid for an indefinite period.
- 10.4. If for one reason or another, one or more provisions of this Agreement is declared invalid or void, this does not affect the validity or enforceability of the remaining provisions of the Agreement.