

User Agreement

A person entering the required data in any registration form on the Service, on the one hand, (hereinafter referred to as the "**User**"), and the limited liability company "UAB Restos", the owner of the Service (hereinafter referred to as the "**Administrator**"), on the other hand, enter into this user agreement, that defines the guidelines for using the Service.

1. Terms and Definitions

1.1. In this User Agreement, unless the text directly implies otherwise, the following terms will have the following meanings:

Resources: here-food.com website and Here is Food mobile application that allows to order and pre-order food, reserve a table.

The User - is an individual, who uses the Service. The user can be any capable person.

The Partner - is a legal entity or an individual entrepreneur, who carries out activities in the field of catering and has concluded an agreement with Here is Food to place the information about the services provided.

The Facility - is a bar, restaurant, cafe or other facilities, that are available to reserve through the Service.

Reservation – an order of a certain table in the Facility for a certain date and a certain time in order to receive service in the Facility and with the obligation of the User to arrive at the Facility on the specified date and time. Reservation is made through the use of the Service.

The Agreement - is the current User Agreement.

The Parties - are the User and the Administrator.

Signing up - is a standard procedure when the User enters his/her data and creates his/her personal account (user profile or "account") on the Resources page.

2 Conclusion of the Agreement

2.1. The text of the Agreement contains all the essential terms and conditions of the agreement and is a public offer.

2.2. User utilization of the Service is a proper acceptance of an offer. After the acceptance of the Agreement the latter is considered to be concluded, and the consent of the User provided by the Agreement is rendered in writing.

2.3. The administrator automatically records each acceptance.

Terms of Agreement

1. Subject of Agreement

1.1. The Administrator grants the User the right to use the Service for its direct purpose, which includes obtaining the access to the Service with the help of personal computers and mobile devices and using the open functions of the Service, which includes Pre-order, Meals home delivery service, Reservation, for the period during which the Service and its functions remain accessible to the User, provided the User observes the terms of the Agreement.

2. Service Use Specifications

2.1. The User has the right to utilize the Service in accordance with this Agreement and not prohibited by law. The User is obliged to use the Service conscientiously, observing the legitimate rights and interests of the Administrator and third parties.

- 2.1.1. By means of the Resources, the User has the right to utilize the opportunity to find goods and services of the Partners, which includes meals (dishes) and beverages, delivery and self-delivery services (take-away meals), table reservation services and table reservation with dishes (with the preliminary order of dishes) and to place the Order.
- 2.1.2. The User pays the Order immediately upon receipt directly to the Partner: in cash, bank card or otherwise, that can be accepted by the Partner.
- 2.1.3. After completing the Order, obligations in respect of the sale of goods and services arise directly from the Partner Here is Food. The User agrees that Here is Food is not responsible for the quality of the provided products and services of the Partners, for the loss or non-preservation of user information, for malfunctions in payment systems operations.

2.2. The User is entitled to utilize the Service "as is" and "if possible". This means that the Administrator:

2.2.1. Is not liable for faultless operation of the Service;

2.2.2. Is not liable for causing any losses that have arisen or may arise in connection with the use of the Service;

2.2.3. Is not liable for nonfulfillment or improper performance of its obligations due to failures in telecommunications and energy networks, actions of hostile programs, as well as unfair actions of third parties aimed at unauthorized access and/or disabling of the Administrator's software and/or hardware complex.