

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 "Nokta", 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.

2.3. The User is aware and agrees that the Administrator does not provide any guarantees regarding the quality of the goods and services ordered through the Service.

2.3.1. Any relationship between the User and the Facilities is governed by the relevant agreement concluded between the User and the Facility and is not the subject of this Agreement.

2.3.2 Here is Food is not liable for the accuracy of the information provided by the Partners.

2.3.3. Any claims regarding the provision of the Services and their quality should be presented only to the appropriate Facility (service provider).

2.4. The Agreement can be changed unilaterally by the Administrator without notifying the User, in this connection the Administrator recommends the Users to regularly check the terms of the Agreement. Continuation of the use of the Service by the User after making amendments to this Agreement means acceptance and consent of the User with such amendments.

2.5. The User has the right to participate in promotion actions conducted by the Administrator in order to popularize the Service and the Facilities, on terms published by the Administrator when communicating on the conduct of the corresponding advertising action.

2.6. The Administrator reserves the right to change, suspend or terminate the provision of the Service in whole or in part at any time. The User agrees that the Administrator is not liable for the modification, suspension or termination of the provision of the Service to the User.

3. User Personal Data

3.1. When signing up on the Resource, the User provides the following information: name (and last name), email address, contact phone number, address of his/her location and/or delivery address.

3.1.1. The User agrees to provide true and complete information about himself/herself in the registration form and agrees to the terms of the Agreement by putting a mark in the appropriate acceptance field "I agree with the user agreement".

3.1.2. In case the User provides incorrect information or Here is Food has reason to believe that the information provided is incorrect or incomplete, Here is Food has the right to suspend or cancel registration and/or refuse to utilize the Resources to the User.

3.1.3. When signing up, a username and a password are attached to the User to access his/her personal account. The User is responsible for the security of his/her login and password, as well as for everything that will be done in the Resources under his/her login and password. The User is obliged to immediately notify Here is Food about the cases of unauthorized access to his/her personal account.

3.2. The User gives his/her consent to the Administrator for the processing of personal data provided when performing any actions on the Service, namely:

- 3.2.1. name and last name;
- 3.2.2. email address;
- 3.2.3. city of residence/citizenship;
- 3.2.4. mobile phone number.

3.3. Personal data processing means recording, systematization, accumulation, storage, clarification (updating, modification), extraction, use, transmission (distribution, provision, access), including cross-border, depersonalization, blocking, removal, elimination of personal data not falling under specific categories, which processing requires written consent of the User.

3.4. Personal data processing is carried out in order to fulfill the obligations of the Agreement by the Parties, provides the Customer with technical support, considers appeals and claims, sends messages of an informational and advertising nature to the e-mail address and to the specified telephone number of the User.

3.5. The User can withdraw consent to the processing of his/her personal data at any time, as well as delete or change his/her personal data, sending the appropriate notice to the Administrator. At the same time, the User understands, that the Administrator has the right to continue using such information in cases that are acceptable with the law.

3.6. The Administrator uses cookies to facilitate the use of the Service, to analyze and collect statistical data of the User's actions on the Service. Cookies can be used to count User's visits of the Service, time of stay on the Service, the page of the Service that the User visited, the page from which the User came to the Service.

3.7. The User agrees to receive advertising materials from the Administrator, or from other persons on behalf of the Administrator, to the email address and contact phone number indicated by the User during the use of the Service.

3.8. The Administrator has the right to grant access to information about the User to third parties, including cross-border transfer, if such transfer is necessary for the Administrator to fulfill obligations to the User or for the implementation of advertising or newsletters.

3.9. The Administrator takes necessary and sufficient legal, organizational and technical measures to protect the information provided by the Users against unauthorized or accidental access, elimination, modification, blocking, copying, distribution, as well as from other illegal actions of third parties, by restricting access to such information to other Users, employees and partners of the Administrator, third parties (except for the provision of the information by the Administrator necessary for the Administrator to fulfill his obligations to the User, third parties and in compliance with the requirements of applicable law), as well as the application of penalties to such persons for unauthorized access to such data.

3.10. The Administrator has the right to conduct statistical and other studies on the basis of impersonal information provided by the User. The Administrator has the right to grant access to such studies to third parties for the purpose of advertising targeting. The User can also prohibit the device or software from sending the information via the Service necessary for advertising targeting (if there is a technical capability on the User's device or in the software on the User's device).

3.11. In the event of the User's withdrawal of consent to the processing of his/her personal data, the Administrator has the right to restrict the User's access to some or all of the functions of the Service.

4. Intellectual Rights

4.1. The Service, its elements and individual components (including but not limited to: computer programs, databases, codes, underlying know-how, algorithms, design elements, fonts, logos, as well as text, graphics and other materials) are objects of intellectual property protected in accordance with the legislation of the Republic of Belarus and international law.

4.2. Any use of the Service or its components is allowed only on the basis of a written permission of the right holder. Illegal use of objects of intellectual property entails civil, administrative and criminal liability.

4.3. The User does not have the right to perform reproduction (replication and other copying), distribution, modification, reformatting and other processing with respect to the Service, its elements and components. Any components of the Service are prohibited to be used as part of other Services, software products, search engines, works and objects of related rights, copied or otherwise used.

4.4. Here is Food has the right to block the User's access to his/her Personal Cabinet at its own and sole discretion without notification to the User, if there is an assumption that the User violates the terms of this Agreement.

4.5. Here is Food has the right to suspend or terminate the provision of services in whole or in part, at its own and sole discretion, as well as without prior notice to the User. Herewith, Here is Food is not liable for the suspension or termination of the provision of services.

5. Other Terms and Conditions

- 5.1. This Agreement and its execution are governed by the law of the Republic of Belarus.
- 5.2. All possible disputes between the Parties arising in connection with this Agreement shall be resolved through negotiations. If it is found impossible to resolve the dispute through negotiations, it should be reviewed by the court at the location of the Administrator.
- 5.3. Any questions, comments and other correspondence of the User should be sent to the Administrator by email. The Administrator is not liable for and does not guarantee the answer to inquiries, questions, offers and other information, except for cases provided by the current legislation.
- 5.4. Here is Food is not liable for the information provided and/or published by the User in the Reviews section and possibly in other common access sections.

5.4.1. Here is Food has the right to post comments to the User's feedbacks.

5.4.2. Here is Food has the right not to post and/or delete the User's comments that violate the legislation of the Republic of Belarus, and cause unreasonable damage to the interests of third parties.