

Terms of use (from April 1, 2023)



1. Terms and definitions

1.1. For the purposes of this User Agreement ("Agreement"), unless otherwise defined herein, the capitalized terms used below have the following meanings.

1.1.1. **Company** - Dodo Franchising Limited Liability Company, OGRN 1131101001844, Komi Republic, Syktyvkar, 16 Oktyabrsky Ave.

The Company shall not sell (remote, wholesale, retail, etc.) the items, the description of which is indicated in the Mobile Application. The Company shall provide an opportunity for Users to familiarize themselves with the description of the items in the Mobile Application, as well as provide Customers with information about the restaurants where the items are sold, provide an opportunity for Users to form a QR-code, by scanning which Customers get access to the digital menu of the restaurant and information about the restaurant.

The Company is the Licensor under the Agreement and is neither the seller nor the owner of the aggregator of information on items (services).

1.1.2. **User** means any person who wishes to create a digital menu in the Mobile App and is registered in the Mobile App to receive a QR code, by scanning which Customers gain access to the digital menu of the User's restaurant, a natural person representing the restaurant.

The User is the Licensee under the Agreement and is a caterer.

1.1.3. **Mobile Application** - MenuSA mobile application (regardless of platform), which allows you to create a digital user menu. The mobile application belongs to the Company.

1.1.4. **License** - a simple (non-exclusive) license granting the User a non-transferable right to use the Mobile Application.

1.1.5. **Content** - all objects available in the Mobile App, including design elements, text, graphics, illustrations, videos, computer programs, databases, music, sounds and other objects, as well as any content posted by the Company in the Mobile App. Exclusive rights to the Content belong to the Company.

1.1.6. **User Content** means all objects of intellectual activity, including text, graphics, illustrations, photos, videos, music, sounds and other objects and collections thereof, posted by the User in the Mobile Application on the respective Platforms. Exclusive rights to User content belong to the User.

1.1.7. **Items** - goods that are sold at the restaurants, information about which is presented in the Mobile App.

1.1.8. **Restaurant** - a catering place for the sale of items that contains the following information about itself in the Mobile App:

1.1.8.1. the name, hours of operation and address of the restaurant;

1.1.8.2. photos of the restaurant;

1.1.8.3. a description of the items and their pictures;

1.1.8.4. terms and conditions of promotions and offers of the restaurant;

1.1.8.5. and other information.

- 1.1.9. **Customer** - a natural person-customer of the restaurant, who has access to the digital menu of the restaurant by scanning his mobile device to the QR-code.
- 1.1.10. **The digital menu** is a catalog of the restaurant's Merchandise presented on the page of the restaurant and formed by the User.
- 1.1.11. **QR-code** is a two-dimensional barcode reflected on the material carrier, which is formed by the User after filling out the page of the restaurant and is used to access the Customer to the digital menu and information about the restaurant.
- 1.2. For purposes of the Agreement, terms and definitions in the singular also refer to terms and definitions in the plural and vice versa.
- 1.3. Other terms may be used in the Agreement that are not defined in this section of the Agreement, which shall be interpreted in accordance with the text of the Agreement and/or the laws of the country where the restaurant sells.
- 1.4. In the absence of an unambiguous interpretation of the term in the text of the Agreement and/or the applicable law, the interpretation of the term established in the practice of business turnover should be followed.

2. Subject of the User Agreement

- 2.1. The subject of the Agreement is that the Company grants the User access to use the Mobile Application.
- 2.2. The Company grants the User a License to use the Mobile App in the following ways:
 - 2.2.1. Functional use of the Mobile App.
 - 2.2.1.1. The User may use the Mobile Application for its intended purpose in accordance with the Agreement by installing it on a desktop or handheld personal computer(s), smartphone(s) or other device(s) (the "Device(s)").
 - 2.2.1.2. The User may install the Mobile Application on an unlimited number of Devices and store or install copies of the Mobile Application on a storage device (such as a network server) designed and used solely for installing and operating the Mobile Application on other available computers within the local network.
 - 2.2.2. Playing the Mobile App
 - 2.2.2.1. The User may reproduce the Mobile Application, copies of which are distributed by the Company, free of charge on any Devices and other types of tangible media, provided that the combination, composition and content of the Mobile Application are unchanged from the way they are provided and/or recommended for use by the Company.
- 2.3. Use of the Mobile App is allowed strictly under the terms of this License. If the User does not accept the terms of the License in full, the User may not use the Mobile Application for any purpose. Use of the Mobile Application in violation (non-compliance) of any of the terms of the License is prohibited.
- 2.4. Rights and uses of the Mobile App not expressly granted/not permitted to Licensee under the Agreement shall be deemed ungranted/forbidden by the Company.
- 2.5. If it is necessary to use the Mobile application in ways not specified in the Agreement, not functionally provided for in the Agreement, the User shall notify the Company by emailing info@menusa.app.
- 2.6. The Agreement defines the terms of use of the Mobile application, as well as the rights and obligations of the User.
- 2.7. The User must read this Agreement in its entirety prior to using the Mobile App. Registration of the User signifies the User's full and unconditional acceptance of the Agreement.

- 2.8. The Agreement may be amended and/or supplemented by the Company unilaterally without any special notice.
- 2.9. Applicable law shall apply to the Agreement and all relations arising out of the use of the Mobile Application. Any claims and actions arising out of the use of the Mobile App under the terms of the Agreement shall be filed and heard in the court at the Company's location.
- 2.10. The Agreement applies to all future updates/new versions of the Mobile App.
- 2.11. The Agreement comes into force for the User from the moment of its registration in the Mobile Application and is valid for an indefinite period.
- 2.12. Use of an updated version of the Mobile application means the User's acceptance of the terms of the Agreement for the relevant updates/new versions of the Mobile application, unless the update/release of a new version of the Mobile application is accompanied by a different Agreement.

3. User Registration

- 3.1. To create a digital menu in the Mobile App, the User should do the following:
 - 3.1.1. click the "Create Menu" button;
 - 3.1.2. add information about the restaurant (name, address, work schedule, photos of the restaurant);
 - 3.1.3. add categories of items and information about items;
 - 3.1.4. click the "Done" button.
- 3.2. In order to form a QR code, scanning which gives the Customer access to the digital menu and information about the restaurant, the User must have at least one restaurant with at least one category, which contains at least one item, and the following actions should be performed
 - 3.2.1. if the User created the digital menu and did not enter an email address:
 - 3.2.1.1. tap the "preview" button on your menu screen;
 - 3.2.1.2. tap on the button "get QR code";
 - 3.2.1.3. enter your email address;
 - 3.2.1.4. enter the numeric code that the User receives to the e-mail address;
 - 3.2.1.5. download the QR code on the screen.
 - 3.2.2. if the User has created an E-menu and has already entered an e-mail address:
 - 3.2.2.1. tap the "preview" button on your menu screen;
 - 3.2.2.2. tap on the button "get QR code";
 - 3.2.2.3. download the QR code on the screen.
- 3.3. By entering the numeric code received to the e-mail address, the User consents to the processing of personal data.
- 3.4. User is responsible for the accuracy and correctness, completeness and reliability of their personal data when registering an account and for the consequences that may arise for the User, in case of incorrect entry of the specified information.
- 3.5. Any action taken using the email address in the Mobile App shall be deemed to have been taken by the relevant User.
- 3.6. The User is responsible for any information that is posted on the Mobile App.
- 3.7. The User may not share his or her account information in the Mobile application with any third party. If the User transmits his or her email address and/or code to a third party, the User shall be responsible for the unauthorized actions of the third party as his or her own.
- 3.8. The User shall immediately notify the Company of any unauthorized access to the User's account in the Mobile Application.
- 3.9. The Company has the right to delete a User's personal profile if the latter violates the provisions of the Agreement.

4. Terms of Use of the Mobile App

- 4.1. Filling out information about the restaurant:
 - 4.1.1. The limit for filling the "name" is 128 characters;
 - 4.1.2. The limit for the "description" field is 500 characters;
 - 4.1.3. The user can attach no more than one photo of the restaurant;
 - 4.1.4. The aspect ratio of the photo should be 4:3
- 4.2. Filling information about the item:
 - 4.2.1. The limit for filling the "name" is 128 characters;
 - 4.2.2. Limit for filling the "description" field: 500 characters;
 - 4.2.3. The aspect ratio of the photo should be 1:1
- 4.3. The user has the right to:
 - 4.3.1. place User Content in the Mobile App under the terms and conditions set forth in the Agreement;
 - 4.3.2. write suggestions for improving the Company's Mobile App by sending an email to info@menusa.app.
- 4.4. The user is obligated to:
 - 4.4.1. report up-to-date and accurate information about the restaurant and the items;
 - 4.4.2. comply with the provisions of applicable law, the Agreement;
 - 4.4.3. Use the Mobile application only for lawful purposes and in ways that do not infringe the rights of third parties. The User shall be solely responsible to third parties for their actions related to the use of the Mobile application, including if such actions result in a violation of the rights and legitimate interests of third parties, and also for compliance with applicable laws when using the Mobile application.
- 4.5. The User is not allowed to use the Mobile application:
 - 4.5.1. upload, store, publish, distribute and make available or otherwise use any information that:
 - 4.5.1.1. contains threats, discredits, insults, defames honor and dignity or business reputation or violates the privacy of other establishments, Users or third parties;
 - 4.5.1.2. violates the rights of minors;
 - 4.5.1.3. is vulgar or obscene, contains pornographic images and texts or scenes of a sexual nature involving minors;
 - 4.5.1.4. contains scenes of inhumane treatment of animals;
 - 4.5.1.5. contains a description of the means and methods of suicide, any incitement to commit it;
 - 4.5.1.6. promotes and/or contributes to inciting racial, religious, ethnic hatred or hostility, promotes fascism or the ideology of racial superiority;
 - 4.5.1.7. contains extremist materials;
 - 4.5.1.8. promotes criminal activity or contains advice, instructions, or guidance on how to commit criminal acts;
 - 4.5.1.9. contains restricted information, including, but not limited to, state and trade secrets, and information about the privacy of third parties;
 - 4.5.1.10. contains advertising or describes the appeal of using drugs, including "digital drugs" (sound files that affect the human brain through binaural rhythms), information on the distribution of drugs, recipes for making them, and advice on their use;
 - 4.5.1.11. potentially lead to the commission of unlawful acts by misleading or abusing the trust of Clients;
 - 4.5.1.12. as well as violates other rights and interests of citizens and legal entities or the requirements of applicable law.

- 4.5.2. post any other information that, in the Company's personal opinion, is undesirable, inconsistent with the purposes of the Mobile Application, infringes on the interests of Clients, or for other reasons is undesirable for posting in the Mobile Application;
 - 4.5.3. illegally download, store, publish, distribute and provide access to or otherwise use the intellectual property of the Company and third parties;
 - 4.5.4. use the software and perform actions aimed at disrupting the normal functioning of the Mobile application;
 - 4.5.5. in any way, including, but not limited to, by deception, breach of trust, hacking, trying to gain access to the personal profile of another User, the restaurant;
 - 4.5.6. unlawful collection and processing of personal data of others;
 - 4.5.7. reproduce, duplicate, copy, sell, trade, and resell access to use the Mobile App, Content for any purpose, unless such actions have been expressly permitted to Users under the terms of the Agreement;
 - 4.5.8. without the written consent of the Company, extract materials from the Mobile application and make further use of them for commercial purposes and for purposes that do not comply with the rules of use set out in the Agreement;
 - 4.5.9. create derivative works using the Mobile application, as well as make (allow to make) other use of the Mobile application by third parties without the written consent of the Company;
 - 4.5.10. tamper with the technology, emulate, create new versions, modify, decompile, disassemble, decrypt and perform other actions with the code of the Mobile Application for the purpose of breaking the protection of the Mobile Application against unauthorized use, extracting reference and other materials from databases, and obtaining information on the implementation of the algorithms used in the Mobile Application.
 - 4.5.11. create software or reference products and/or services using the Mobile Application, as well as databases included in them or text, reference and information materials extracted (extracted) from them, as well as other Content;
 - 4.5.12. reproduce and distribute the Mobile application for any other purpose not specified/provided for in the Agreement, without the written consent of the Company;
 - 4.5.13. retrieve from the databases included in the Mobile application any reference and other materials and make subsequent use of them in any form and manner;
 - 4.5.14. use the databases included in the Mobile Application separately from such Mobile Application;
 - 4.5.15. provide access to the Mobile App for commercial purposes, including by broadcasting data from them by any means, including the use of frames and other software methods and techniques for obtaining data from the Mobile App and presenting it on a third-party site, unless otherwise provided in a separate agreement with the Licensor;
 - 4.5.16. remove or in any way alter trademarks, designs, and copyright or any other rights notices included in the Mobile App;
 - 4.5.17. Use third-party software when using the Mobile App.
- 4.6. The company has the right:

- 4.6.1. suspend use of the Mobile Application or deny Users the ability to use the Mobile Application features if the latter violate the provisions of the Agreement;
- 4.6.2. modify the Mobile Application, including changing or adding sections to its structure, changing the design and performing other actions aimed at improving the functionality of the Mobile Application;
- 4.7. The company guarantees:
 - 4.7.1. all rights transferred by the Company to the User on the basis of the Agreement belong to the Company on legal grounds, are not encumbered with the rights of third parties, are not the subject of a dispute in court;
 - 4.7.2. The rights to the Mobile App owned by the Company are sufficient for the User to adhere to the Agreement.
- 4.8. User warrants:
 - 4.8.1. that it is a catering establishment with a valid name/commercial designation
 - 4.8.2. that it carries out the retail purchase and sale of items that are food products ready to be consumed by Customers;
 - 4.8.3. compliance with applicable law
 - 4.8.4. Respect for the exclusive rights of copyright holders and personal non-property rights in respect of copyright and related rights when placing photos, audiovisual works, musical works, text materials and other materials when filling out the digital menu;
 - 4.8.5. placing a public offer or retail sales agreement on its website or by providing a link to the text of such documents in the Mobile App;
 - 4.8.6. Providing truthful and necessary information about the consumer properties of its food products;
 - 4.8.7. The mobile application will be used by the User to create the digital menu of their restaurant and the formation of a QR code, by scanning which with their mobile device Customers get access to the digital menu, subject to the terms of the Agreement;
 - 4.8.8. full and strict compliance with all applicable rules and regulations of applicable law when the User carries out its activities using the rights under the License. For any violation, including in the implementation of the License, the User is liable to third parties and to the state independently and at their own expense.
 - 4.8.9. that due to the fact that the User is a seller under applicable law, and therefore is responsible to Customers for the quality of food products and independently resolves the claims of Customers.

5. Intellectual Property

- 5.1. Content
 - 5.1.1. All Content items are subject to the Company's exclusive rights, and all rights to such items are reserved.
 - 5.1.2. Nothing in the Content may be extracted or used (copied, reproduced, published, revised, distributed, published, downloaded, transmitted, sold or otherwise exploited) in whole or in part for either commercial or non-commercial purposes without the prior permission of the Company, unless the Company has expressly consented to the free use of the Content by any person.
 - 5.1.3. Nothing in the Content may be sold or otherwise disposed of.
 - 5.1.4. Customers' use of elements of Mobile Application Content for personal, non-commercial use shall be allowed, provided that all copyright marks, related rights, trademarks, other notices of authorship, preservation of the

- name (or pseudonym) of the author/right holder in unchanged form, preservation of the corresponding object in unchanged form. Exceptions are cases expressly provided for in the applicable law.
- 5.1.5. Reproduction, copying, collection, systematization, storage, transfer of the Content for the purpose of creating a database for commercial and/or noncommercial purposes and/or use of the Content in whole or in any part, regardless of the method of use, without the consent of the Company is not allowed.
 - 5.1.6. You may only use the Content and any other elements of the Mobile App services within the functionality offered by the Mobile App.
- 5.2. User content
- 5.2.1. The Company does not review the accuracy, validity or timeliness of User Content posted directly by Users. Users who submit User Content to the Company for posting shall be fully liable to the Company and third parties, including public authorities, for the content of such User Content and shall indemnify the Company for all losses incurred or to be incurred in the future in connection with such claims, suits or demands by such parties if any claims, actions or demands are made against the Company by such third parties.
 - 5.2.2. The mobile application may contain links to other sites on the Internet (third-party sites). Such third parties and their content shall not be checked by the Company for compliance with any requirements (authenticity, completeness, legality, etc.). The Company shall not be responsible for any information, materials placed on third parties' websites to which the User and/or Client access using Mobile application, including any opinions or statements expressed on third parties' websites, advertisements, etc., as well as for availability of such websites or their content and consequences of their use by the User and/or Client.
 - 5.2.3. Users independently download User Content related to their Venues and the items they sell through the Mobile App and are responsible for such User Content.
 - 5.2.4. By uploading User Content to the Mobile App, the User grants the Company a non-exclusive, worldwide, perpetual, royalty-free, transferable right to use (license) the User Content. By uploading User Content, the User consents:
 - 5.2.4.1. to use such User Content by the Company anonymously (without mentioning the User's name),
 - 5.2.4.2. The Company has the right to have such User Content amended, abbreviated or supplemented by the Company and to provide illustrations, a foreword, an afterword, comments or explanations of any kind to User Content when it is used by the Company;
 - 5.2.4.3. to make User Content available to the public by the Company (an action that makes User Content available to the public for the first time by publishing, publicly displaying, publicly performing, broadcasting or broadcasting by cable, or in any other way).
 - 5.2.5. Company:
 - 5.2.5.1. may at any time moderate User Content and may, without notice, block or remove inappropriate or prohibited User Content as it is discovered in the Mobile App.
 - 5.2.5.2. reserves the right to remove any User Content that may directly or indirectly violate the prohibitions set forth in this Agreement or may

be deemed by the Company to be immoral, unacceptable, or in violation of applicable law.

5.2.5.3. if the User violates the terms of this Agreement, reserves the right to apply any restrictions (including account blocking) to such User without warning, who has distributed prohibited, immoral, unacceptable or in violation of applicable law User Content, as well as to limit the User's access to certain functions of the Mobile application.

5.2.5.4. reserves the right, if any administrative or criminal offense is detected in the disseminated User Content, to provide data, including a copy of the disseminated User Content, to law enforcement authorities.

6. Limitation of liability

6.1. The Mobile Application is provided on an "as is" basis. The Company makes no warranties as to the error-free and uninterrupted operation of the Mobile Application, the suitability of the Mobile Application for the specific purposes and expectations of Users, or any other warranties not expressly set forth in the Agreement.

6.2. Under no circumstances shall the Company be liable for any direct or indirect consequences of any use or inability to use the Mobile Application and/or damage to Users, their computers, mobile devices, any other hardware or software or any third party resulting from any use or non-use of the Mobile Application, including due to possible errors or malfunctions in the Mobile Application or as a result of navigating the hyperlinks.

6.3. The User is hereby notified and agrees that when using the Mobile App, all information entered into the Mobile App shall be transmitted to the Company, which the Company shall be entitled to use for any purpose.

7. Updating the Mobile App

7.1. The Company has the right to automatically download and install updates that are intended to improve the Mobile App.

7.2. Users are hereby notified and consent to automatic updates of the Mobile App.

7.3. The Agreement shall apply to all subsequent updates/new versions of the Mobile Application. Use of an updated version of the Mobile Application shall mean that Users accept the terms of the Agreement for the relevant updates/new versions of the Mobile Application, unless the update/installation of a new version of the Mobile Application is accompanied by a different User Agreement.

8. Consideration of claims of right holders

8.1. If the User believes that the content of the Mobile App violates their personal non-property/exclusive rights, a notice to that effect shall be sent to the email address info@menusa.app.

8.2. A notice of violation of personal non-property/exclusive rights must contain:

8.2.1. reference to the content of the Mobile App allegedly infringing the User's rights;

8.2.2. information about the object whose moral/exclusive rights are allegedly infringed in the Mobile Application, with documents confirming the User's rights to such object attached.

8.2.3. contact information about the User, including:

8.2.3.1. for an individual - full name, passport data (series and number, issued by whom, date of issue), address, telephone number, e-mail address;

8.2.3.2. for a legal entity - name, location, address, telephone number, e-mail address;

8.2.4. User's signature.

8.3. Notices that do not meet the requirements of clauses 8.2.1-8.2.4 of this Agreement are not considered by the Company. 8.2.1-8.2.4 of this Agreement are not considered by the Company.

9. Validity of the Agreement

9.1. The Agreement is effective for the User from the moment of posting in the Mobile App and is valid indefinitely for all subsequent updates of the Mobile App.

9.2. The Agreement may be changed unilaterally by the Company without any special notice.

9.3. Applicable law shall apply to the Agreement and all relations arising out of the use of the Mobile Application. Any claims and actions arising out of the use of the Mobile App under the terms of the Agreement shall be filed and heard in the court at the Company's location.