



Management Company Garantiya M, LLC
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<https://imrusrestaurant.ru>

USER AGREEMENT

Before using the Imrus Restaurant software (hereinafter referred to as the Software), please read the terms of this User Agreement. Any use of the functionality of the Software means full and unconditional acceptance of the terms of this User Agreement. If you do not accept the terms of the User Agreement, stop using the Software.

1. Terms and definitions

1.1. In this Agreement, unless the text expressly states otherwise, the following terms will have the following meanings:

Software - a set of software tools owned by the Administrator that enables Users to make Bookings in the Imrus Restaurant.

User - any natural capable person using the functionality of the Software.

Restaurant – Imrus Restaurant, reservation of seats in which is available through the software.

Reservation - ordering seats in the Restaurant by the User through the booking form.

Administrator – LLC "Garantiya M" Limited Liability Company (22 bld 1 Novinsky Boulevard, 119019, Moscow, Russia, PSRN 1157746438233 / TIN 7716794300), which is the copyright holder of the Software and provides Users with the opportunity to make Bookings using the Software on the terms of this User agreement.

Booking form - a text-graphic module embedded in the HTML code of web pages, available for viewing and performing actions by Users aimed at making a Booking.

2. General provisions

2.1. This User Agreement is between the Administrator and the User.

2.2. User agreement on the conclusion of the contract from the moment of the start of use.

3. Terms of use of the software

3.1. The Administrator grants the User the right to use the Software to limit the period of validity during which the Software and its functions are used for the User when calculating the User's determination of the terms of the agreement.

3.2. has the right to use the Software in accordance with this Agreement and not prohibited by the User in cases of the Russian Federation. The User is obliged to use the Software in good faith, observes the legal rights and interests of the Administrator and third parties.

3.3. The user obtains the right to use the software "as is" and "as available". This means that the Administrator:

3.3.1. the absence of errors in the operation of the software is unacceptable;

3.3.2. assume no responsibility for any damages that arise or may be associated with the use of the Software;

3.3.3. not take responsibility for non-fulfillment or improper fulfillment of its obligations in the field of telecommunications and technological networks, the actions of national programs, as well as unfair actions of third parties aimed at unauthorized access and / or removal from the construction of the complex and / or hardware complex of the Administrator.

3.4. The User is aware and agrees that the Administrator does not provide any guarantees regarding the protection of the interests of the software companies for goods and services. Any relationship between the User and the Restaurant is governed by the relevant agreement, the Agreement between the User and the Restaurant, and are not participants in this meeting.

3.5. The Agreement can be accepted by the Administrator unilaterally. Use of the Software by the User after making changes to this Agreement

3.6. The Administrator reserves the right to change, suspend or restrict the Software in whole or in part at any time. The User agrees that the Administrator does not demand any delay before the User for changing, suspending or consuming the provision of the Software.

4. Personal data of the User

4.1. By clicking the "Book" button, the User gives his consent to the Administrator for the processing of personal data, including the transfer of personal data to third parties in order to provide the User with the opportunity to use the Software and provide the User with services by the Restaurant.

The personal data of the User are, among other things:

- surname, name, patronymic (if any);
- phone number.

4.2. The processing of personal data means the recording, systematization, accumulation, storage, clarification (updating, changing), extraction, use, transfer (distribution, provision, access), including cross-border, depersonalization, blocking, deletion, destruction of personal data that do not fall under special categories, the processing of which requires the written consent of the User.

4.3. The processing of personal data is carried out in order to fulfill the obligations of the Parties under the Agreement, provide the User with technical support, consider applications and claims, analyze and research, including in order to improve the functioning of the Software.

4.4. The Administrator processes personal data until the User revokes consent to the processing of personal data.

4.5. The user may at any time revoke consent to the processing of personal data, as well as delete or change his personal data by sending the Administrator a notification at: info@imrusrestaurant.ru. At the same time, the User understands that the Administrator has the right to continue using such information in cases permitted by the applicable law.

4.6. The User agrees to receive service messages from the Administrator, or from other persons on behalf of the Administrator, to the contact phone number specified by the User during the use of the Software.

4.7. The Administrator has the right to provide 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.

4.8. The processing of the User's personal data is carried out using databases located on the territory of the Russian Federation.

4.9. The Administrator takes the necessary and sufficient legal, organizational and technical measures to protect information provided by Users from unauthorized or accidental access, destruction, modification, blocking, copying, distribution, as well as from other illegal actions of third parties with it, by restricting access to such information of other Users, employees and partners of the Administrator, third parties (with the exception of the provision by the Administrator of information necessary for the Administrator to fulfill obligations to the User, third parties and comply with the requirements of applicable law), as well as the application of liability measures to such persons for unauthorized access to such data.

4.10. The Administrator has the right to conduct statistical and other studies based on depersonalized information provided by the User, including with the involvement of third parties.

4.11. If the User revokes consent to the processing of personal data, the Administrator has the right to restrict the User's access to some or all of the functions of the Software.

4.12. The User agrees with the recording, storage and use of telephone conversations between the User and the Administrator. The administrator has the right to provide recordings of telephone conversations to third parties in order to verify transactions made using the Software.

5. Intellectual rights

5.1. Software, its components and individual components (including, but not limited to: computer programs, databases, codes, 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 Russian Federation and international legislation. Any use of the Software or its components is allowed only on the basis of the written permission of the copyright holder.

Illegal use of intellectual property objects entails civil, administrative and criminal liability. The User is not entitled to perform reproduction (replication and other copying), distribution, modification, reformatting and other processing in relation to the Software, its components and components. Any components of

the Software may not be used as part of other systems, services, software products, search engines, other works and objects of related rights, copied or used in any other way.

6. Other terms

6.1. This Agreement and its execution are governed by the law of the Russian Federation.

6.2. All possible disputes between the Parties arising in connection with this Agreement shall be resolved through negotiations. If it is impossible to resolve the dispute through negotiations, it is subject to consideration by the court at the location of the Administrator.

6.3. Any questions, comments and other correspondence of the User should be sent to the Administrator by e-mail info@imrusrestaurant.ru. The administrator is not responsible and does not guarantee a response to requests, questions, suggestions and other information, except as provided by applicable law.