

This User Agreement regulates the relationship between the administration of the fooddy24.com website, the “Fooddy - food delivery” application (hereinafter – “Administrator”), and the Internet user (hereinafter – “User”) regarding the use of the Fooddy delivery service.

Before using the Fooddy service, the User is obliged to familiarize himself with this User Agreement and, if he agrees with the provisions of the User Agreement, to join it by performing one of the following implicated actions:

- Pressing the "Sign in" button when registering using a mobile phone number on the website fooddy24.com, the “Fooddy” application.
- Pressing the "Place an order / Order" button when placing an order by the User without authorization on the website fooddy24.com or the Fooddy application, including mobile application or application in social networks (hereinafter – “Website”).
- Placing an order by calling the Fooddy contact center (applicable only if there is such a method for a specific region, namely a special phone number for orders must be indicated on the Website).

By joining this User Agreement, the User expresses full and unconditional consent to all of its terms, including in terms of providing Fooddy consent to the processing of the User's personal data under the conditions specified in paragraph 8 of this User Agreement, and to receive mailings of informational and advertising content.

1. Subject of User Agreement

1. The Administrator offers the User access to the service of quick search, ordering and delivery of ready-made food on the terms stipulated by this User Agreement. These services are for informational purposes and are provided to the User free of charge, except for delivery services (the cost of such services is indicated on the Website when placing an order).
2. This Agreement may be modified by the Administrator unilaterally without prior notice. The new version of the Agreement comes into force from the moment of its publication on the website page <http://fooddy24.com/docs/agreement.pdf>, unless otherwise provided by the new version of the Agreement.
3. The User has the right to refuse to accept changes to the Agreement adopted by the Administrator, which means the User's refusal to use the Fooddy service.

4. The scope of the User's access to the Foody service depends on the region and delivery address, the Partner's delivery area, the availability of specific food items, the Partner's load and operation hours, and other circumstances that may affect the functionality of the Website for a particular User.
5. Information about the menu, availability of particular dishes / drinks, their composition as well as delivery (if provided by the Foody Partner) is provided by the Foody Partner. Foody is not responsible for the current or validity of such information.

2. Description of services

1. Foody is a unified information system of order that offers users ample opportunities to search and order ready-made food sold by Foody Partners, and also accepts funds from Users to pay for orders and delivers orders to Users by third parties on the grounds of an agreement with Foody or Foody partners.
2. Legal relations for the sale and purchase of ready-made meals and products (and their delivery in case the delivery is carried out by the Partner) arise directly between the Foody Partner and the User. Foody is not a transaction party for the sale of the Partner's goods to the User, however, it is stipulated that, on behalf of the Partner, Foody is entitled to accept payments in accordance with the provisions of this paragraph.
3. The User agrees that all services are provided "As is" and that Foody is not responsible for the quality of the products supplied, for delays, failures, incorrect or late delivery, as well as for malfunctions of payment systems. Delivery information provided to the User is for informational purposes only and may not take into consideration circumstances beyond the control of Foody, including delays due to unfavorable weather conditions, traffic jam, etc. The User also agrees that during the increased demand (seasonal or caused by the mass distribution of promotional codes), the time for order confirmation and delivery may be increased.
4. The registration of the order and its delivery is carried out by the User on the terms specified on the Website, and is a confirmation of the User's consent with the essential conditions for the sale of ready-made meals and products and their delivery.

5. Important! In case, if the delivery of the Order was carried out on time but the User did not ensure his presence to receive the Order at the specified delivery address or refused to accept the Order (for reasons not related to the quality / completeness of the Order), Fooddy has the right to withhold the funds received from the User for the Order and delivery, due to the need to reimburse Fooddy Partners for the preparation of meals and third parties delivering the Order.

- If conditions provided on the Website are met by the User (for example, "delivery 0 VND in the case of placing an order over 200,000 VND"), the cost of delivery may not be charged from the User due to discount by Fooddy in the amount of the cost of such delivery.

6. The User places an Order on the Website, in the application, or by contacting the contact center (if applicable) by himself.

7. The User pays for the order in one of the available ways:

- directly upon receipt of the order from the delivery service (Fooddy Partner) in cash, by credit card or other means provided by the Fooddy Partner (if applicable).

8. In case of refusal of the User from the Order or in case of violation by Fooddy Partners of the conditions for the sale of products, including, but not limited to: in case of unilateral refusal to sell products, violation of the delivery time or non-conformity of product quality, etc., the User is obliged within 24 hours from the time of delivery / receipt of the Order, inform Fooddy by e-mail at food_delivery@icloud.com about his cancellation of the Order, provide documents confirming payment for the Order, and demand to return the money paid.

Fooddy makes refund within two days from the date of payment for the Order.

Upon the expiration of 2 (two) days from the date of payment for the Order, if Fooddy does not receive a notification from the User about the cancellation of the Order and the return of funds, the Order is considered completed, the funds for it are not refundable.

9. Refunds paid by the User through the payment system on the Website with a bankcard are made only to the card with which the payment was made, in accordance with the rules of international payment systems and the current legislation on the national payment system.

10. Fooddy has the right to refuse the User to place an Order with the form of payment "by cash or by card to the courier" if the User's previously placed Orders were not delivered through his fault (for example if the User did not open the door or did not answer the courier

by phone when delivering the Order, or if the User indicated a non-existent delivery address, etc.).

11. Bank card transactions are authorized by the bank. If the bank has reason to suspect that the operation is fraudulent, the bank has the right to refuse to carry out this operation. Fraudulent transactions with bankcards are a criminal offense.

12. To avoid fraudulent credit card payments, credit card payments may be verified by Fooddy within the available capabilities. The user who made such a payment is obliged, upon request from Fooddy, to provide a copy of the necessary documents to confirm the legitimate use of the bankcard.

13. The user has the right to have only one user profile in the Fooddy service system ("a ban on creation multiple profiles"). The creation of several profiles in order to get benefits by delusion is a violation of actual Rules and it may lead to the immediate blocking of all User profiles, as well as to the impossibility of using all indicated/used phone numbers/email addresses/bank cards of this User in the Fooddy service system in the future.

3. Obligations to use the service

1. The user agrees to provide valid, complete and up-to-date information on the issues proposed in the order form and / or registration form.

2. If the User provides incorrect / incorrect information or Fooddy has serious reasons to believe that the information provided by him is incorrect, incomplete or inaccurate, Fooddy has the right to suspend or cancel the registration of the user and refuse him to use the service.

3. Fooddy reserves the right to refuse the User to use the Fooddy service without notifying the User and / or without giving reasons.

4. Fooddy has the right at any time to unilaterally (and without prior notice to the User) change the list of available food / electronic certificates and their terms of provision.

4. User Login

1. The User agrees to go through the login procedure on the Website by filling out the registration form and agreeing to the terms of the Agreement by confirming the point "I accept the terms of the Agreement".

2. Upon completion of the login procedure, the User gets a login and password to access the Personal Account.

3. The User is responsible for the security of his username and password as well as for everything that will be done on Fooddy under his username and password.

4. The User agrees that he is obliged to notify Fooddy immediately about any case of unauthorized (illicit) access under his username and password and/or about any case of security violation.

5. Terms of use for material posted on Fooddy.

1. The Website contains material protected by copyright, trademarks and other material protected by law, including but not limited to: texts, photographs and graphics.

2. At the same time, the entire content of the Website is protected by copyright as a work created by collective creative work in accordance with the legislation on copyright and related rights.

3. Fooddy owns the copyright to use the content of the Website (including the right to select, arrange, organize and transform the data contained on the Fooddy website, as well as to the original data themselves), unless otherwise noted in the content of the materials published on the website.

4. The User doesn't have the right to make modifications, publish, turn over, take part in selling or trade-off, create derivative work, or in any other way to use, in part or in whole, the content of the Website.

5. The User undertakes to use the Website for legitimate purposes only.

6. The User undertakes not to post on the Website and not to send anywhere through the Website any materials of the following nature:

- • offended against the law, containing menace and intimidation, discrediting other persons, violating the rights of citizens to private life or public order, which are obscene;
- violating to one degree or another the honor and dignity, rights and legally protected interests of others;
- contributing to or containing calls for inciting religious, racial or ethnic hatred, containing attempts to incite hostility or incitement to violence;
- As well as another material, that induce other persons to unlawful behavior, entailing criminal, civil and other liability or in any way violating the provisions of the law.

7. The User undertakes not to post on the Website and not to send the Website materials that are advertising of any goods or services, without obtaining the discernible consent of Fooddy.

8. The User undertakes not to use the Website to advertise or otherwise promote the sale of any goods or services in all manners, including, but not limited to, encouraging users to subscribe to another online service system that is a competitor of Fooddy.

9. The user undertakes not to upload, post or in any other way use on the Website any materials protected by intellectual property law (including copyright, trademark law), or other legally protected materials without obtaining the given consent of the right owner to the protected material. The burden of proof that the posting of materials on the Website by the user does not violate the copyright, related and other rights of third parties to the posted materials, as well as responsibility for illegal posting lies with the User.

10. Fooddy is not responsible for reviews posted by the User.

11. Fooddy retains the right to post comments on User feedback. Fooddy retains the right not to post or delete User reviews that violate the law and are prejudicial to the legitimate interests of third parties (including those that are offensive or disgracing the honor, dignity and reputation of such persons).

6. Responsibility.

1. Fooddy is not responsible for compliance / non-compliance by delivery services with their obligations to the User, as well as for the accuracy of the information provided by such services. Fooddy is only an informational link between the User and the delivery services.

2. Fooddy is an information link between the User and the delivery services. However Fooddy has the right to accept questions / claims from Users regarding the delivery of the Order within 24 (twenty four) hours from the moment of delivery / expected delivery, thereby in order to avoid fraud, the User undertakes to provide materials with photo / video recording of damage to the order or other defects of quality / completeness.

7. Proprietary rights of Fooddy.

1. The User admits and agrees that the Fooddy service and all necessary programs related with it contain confidential information that is protected by intellectual property laws and other Russian and international laws. The user agrees not to modify, sell and distribute this content and programs, in whole or in parts.

8. Privacy Policy

1. The User's personal data is processed in accordance with the requirements of the General Data Protection Regulation of the European Union (GDPR).

2. When signing up / placing an order on the Fooddy Website, the User provides the following data: name, email address and / or contact phone number, order delivery address.

3. 3. In order to fulfill this User Agreement, Fooddy develops, optimizes and implements new functionality of the service (including products of informational, advertising, entertainment and other nature), incl. with the participation of affiliates and / or partners. To ensure the implementation of these goals, as well as to inform Users about their services, promote Fooddy products and services, public opinion polling (online and SMS), receive personalized (targeted) advertising by the User, control marketing campaigns, customer support, organize the delivery of goods to Users, and prize drawings among Users, control of User satisfaction and the quality of services provided by delivery services, verification, research and analysis of such data. When signing up / placing an order, the User agrees and attorns to Fooddy to carry out and instruct affiliated persons and partners to process data in compliance with applicable law incl. the results of automated processing of such data in the form of integer and / or text values and identifiers, their transfer to affiliates and / or partners in pursuance of such an order for processing, as well as to collect (receive) User data and other data related to the User from affiliates and / or partners.

Fooddy has the right to dispose of statistical information related to the functioning of the Website.

4. Data associated with the User means information about technical means (devices) and methods of technological interaction with the Fooddy service and / or services of affiliated persons and / or partners (including the IP address of the host, type of operating system, type browser, geographic location, data about the provider, etc.), about the activity of the User, as well as other data obtained by these methods.

5. Data processing means any action (operation) or a set of actions (operations) performed using automation tools or without using such tools with personal data, including collection, recording, systematization, accumulation, storage, clarification (update, change), comparison, extraction, use, transfer to Fooddy affiliates and / or partners, depersonalization, blocking, deletion, destruction.

6. Fooddy has the right to send the User on behalf of itself or with the assistance of technical partners informational messages, including service and advertising messages, to the User's e-mail, mobile phone (SMS, phone calls) or through the services of Fooddy partners (social networks, messengers etc.) The user has the right to refuse to receive advertising and other information without explaining the reasons for the refusal. Service messages informing the User about the order and the stages of its processing are sent automatically and cannot be rejected by the User.

The User has the right to refuse to receive advertising messages after creating a User account on the Website by editing the User account (on the site in the "My account" section or in the mobile application in the "Settings" section) or by contacting the User the contact center or the customer support department food_delivery@icloud.com.

The User has the right to revoke his consent to the processing of personal data by sending a corresponding written application with a request to stop servicing his account at the address specified in paragraph 9.5 of this Agreement.

Foody may use cookies. "Cookies" do not contain confidential information, and Foody has the right to transfer information about "cookies" to Partners, agents and third parties who have agreements with Foody to fulfill obligations to the User and for the purposes of statistics and optimization of advertising messages.

8. Foody receives information about the IP-address of the visitor on the website Foody24.com. This information is not used to identify the visitor.

9. Foody is not responsible for the information provided by the User on the Site in an open to public form.

10. Foody has the right to record telephone conversations with the User. At the same time, Foody undertakes to prevent attempts of unauthorized access to information obtained during telephone conversations and / or transfer it to third parties not directly related to the performance of orders in accordance with paragraph 4 of Art. 16 of the Federal Law "On Information, Information Technologies and Information Protection".

11. Documents on the protection of personal data:

• [Privacy policy](#)

9. General Provisions

1. This Agreement is governed by the provisions of the General Data Protection Regulation of the European Union (GDPR) and Vietnam.

2. All possible disputes regarding the Agreement are resolved in accordance with the current legislation of Vietnam.

3. Due to the gratuitousness of the terms of this agreement, consumer protection rules cannot be applied to the relationship between the User and Foody.

4. Nothing in the Agreement can be understood as the establishment between the User and Foody of an agency relationship, companionship, joint activity relationship, personal employment relationship, or any other relationship not expressly provided for in this Agreement.

5. On issues relating to the performance of the Agreement, please contact food_delivery@icloud.com.

10. Last updated 06/08/2020