
Terms of Use

Last updated: May 27th, 2014

Please read these Terms of Use (hereinafter: **Terms**) carefully.

By downloading and/or accessing and/or using the applications and/or websites and/or other products or services related to DaShef computer program and/or any form of additions and/or upgrades of same program (collectively hereinafter: **Services**) owned by Implementacija snova d.o.o. seated in Zagreb (hereinafter: **DaShef, we** or **us**), you agree to be bound by these **Terms**. If you do not agree to these **Terms**, do not use the **Services**.

We may change or modify these **Terms** at any time and in our sole discretion. If **we** make changes to these **Terms, we** will provide notice of such changes, such as by sending a notification, posting a notice on the **Services** or updating the "Last Updated" date above. Your continued use of the **Services** will confirm your acceptance of the revised **Terms**. **We** encourage you to frequently review the **Terms** to ensure you understand the terms and conditions that apply to your use of the **Services**. If you do not agree to the amended **Terms**, you must stop using the **Services** without any delay, otherwise you are solely responsible for all damages arising from your illegal usage of **Services**.

Users

DaShef is intended for use by people who are 13 years of age or older, and persons under the age of 13 are prohibited from usage of **DaShef** independently, but only under supervision of an adult. You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these **Terms**, and to abide by and comply with these **Terms**. In addition, you affirm that you have not been previously suspended or removed from the **Services**.

We may, in our sole discretion, refuse to offer the **Services** to any person or entity. **We** may, without notice and in our sole discretion, terminate your right to use the **Services**, or any portion of thereof, and block or prevent your future access to and use of the **Services** or any portion thereof.

Use of the **Services** requires compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. High-speed Internet access is strongly recommended for regular use. The latest version of required software is recommended to access the **Services** and may be required for certain transactions or features. You agree that meeting these requirements, which may change from time to time, is your responsibility. The **Services** is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to the **Services**.

User Account

As a registered user of the **Services**, you may establish an account ("**Account**"). Don't reveal your **Account** information to anyone else. You are solely responsible for maintaining the confidentiality and security of your **Account** and for all activities that occur on or through your **Account**, and you agree to immediately notify

DaShef of any security breach of your **Account**. **DaShef** shall not be responsible for any losses arising out of the unauthorized use of your **Account**.

You agree to provide accurate and complete information when you register with, and as you use, the **Services**, and you agree to update your data to keep it accurate and complete. You agree that **we** may store and use your data which provide for use in maintaining and billing fees to your **Account**.

Usage Data

By using the **DaShef** computer program and/or any form of additions and/or upgrades of same program you agree to let **DaShef** collect all information about your usage of the computer program. You also agree to let **us** collect certain types of information from and about your device.

When you use the **Services**, **DaShef** will, from time to time, automatically collect information that can be used to identify, such as your selection of dishes. This information will be stored anonymously and will not be associated with your name or **Account**. **DaShef** may only use this information and combine it with aggregated information from other users.

User Content

The **Services** consist of interactive features and areas that may consists of display of photos and videos, additional information about food and drinks, wine list, orders via menu, summoning the waiter, recommendation system, comments with the orders, comments and the orders of food and drinks, promotions of special offers and/or all related functionalities of the **Services**, including but not limited to photos, videos, text, graphics, items or other materials (collectively hereinafter: **User Content**). You understand that **your User Content** may be viewable by others.

You agree that you are solely responsible for your **User Content** and that **DaShef** is not responsible or liable for any **User Content**. While **we** are not obligated to do so, **we** reserve the right, and have absolute discretion, to review, screen and delete **User Content** at any time and for any reason.

You retain all ownership rights in your **User Content**. However, by submitting **User Content** to **DaShef**, you hereby grant us a nonexclusive, worldwide, royalty-free, sublicensable and transferable license to use, reproduce, modify, adapt, publish, create derivative works from, distribute, perform and display such **User Content** in connection with the **Services**, subject to your use of privacy settings in the **Services** to control who can see your **User Content**.

Feedback

You agree that any feedback, suggestions, ideas or other information or materials regarding **DaShef** or the **Services** that you provide, whether by email or otherwise (hereinafter: **Feedback**), are non-confidential and shall become the sole property of **DaShef**. **We** will be entitled to the unrestricted use and dissemination of such **Feedback** for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the **Feedback** (including any copyrights or moral rights).

Third-party contents

There may be links from the **Services**, or from communications you receive from the **Services**, to third-party web sites or features. There may also be links to third-party web sites or features in images or comments within the **Services**. The **Services** also includes third-party content that **we** do not control, maintain or endorse. Functionality on the **Services** may also permit interactions between the **Services** and a third-party web site or feature, including applications that connect the **Services** or your **Account** with a third-party web site or feature.

You expressly acknowledge and agree that **DaShef** is in no way responsible or liable for any such third-party services or features. YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH THIRD PARTIES FOUND THROUGH THE **Services** ARE SOLELY BETWEEN YOU AND THE THIRD PARTY. You may choose, at your sole and absolute discretion and risk, to use applications that connect the **Services** or your **Account** with a third-party service and such service may interact with, connect to or gather and/or pull information from and to your **Account**. By using such third-party services, you acknowledge and agree to the following: (i) if you use an third-party services to share information, you are consenting to information about your **Account** being shared; (ii) your use of an third-party services may cause personally identifying information to be publicly disclosed and/or associated with you, even if **DaShef** has not itself provided such information; and (iii) your use of an third-party services is at your own option and risk, and you will hold the **DaShef** harmless for activity related to the it.

DaShef Content

Unless otherwise stated, all materials contained on or within the **Services**, including, but not limited to, text, graphics, images, code, illustrations, designs, icons, photographs, video clips, and written and other materials (collectively, hereinafter: **DaShef Content**), as well as their selection and arrangement, are protected by copyright, trademark, trade dress, patent, and/or other intellectual property laws, and unauthorized use of **DaShef Content** may violate such laws and these **Terms**. Except as expressly provided in these **Terms**, **DaShef** does not grant any express or implied rights to use **DaShef Content**. You agree that you will not copy, reproduce, republish, frame, download, transmit, modify, display, reverse engineer, sell, or participate in any sale of, rent, lease, loan, assign, distribute, license, sublicense, or exploit in any way, in whole or in part, **DaShef Content**, the **Services** or any related software, except as expressly stated in these **Terms**.

THE USE OF THE SOFTWARE OR ANY PART OF THE **Services**, EXCEPT FOR USE EXPRESSLY PERMITTED BY THESE **Terms**, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

You are hereby granted a limited, nonexclusive, non-sublicensable license to access and use the **Services** and **DaShef Content** exclusively in your business premises in the performance of your business activities. This license is revocable at any time. This license is subject to these **Terms** and does not include:

- the distribution, public performance or public display of **DaShef Content**;
- modifying or otherwise making any derivative uses of the **Services** or **DaShef Content**, or any portion thereof;
- use of any scraping, data mining, robots or similar data gathering or extraction methods;
- downloading any portion of the **Services**, **DaShef Content** or any information contained therein, except as expressly permitted on the **Services**;

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- accessing the **DaShef** API with an unauthorized or third-party client;
 - any use of the **Services** or **DaShef Content** other than for their intended purposes.

Any use of the **Services** or **DaShef Content** other than as specifically authorized in these **Terms**, without the prior written permission of **DaShef**, is strictly prohibited and will terminate the license to use **DaShef** granted in these **Terms**.

Prohibited Activities

In addition to the other restrictions outlined in these **Terms**, you agree that you will not

- use the **Services** for any purpose that is illegal, beyond the scope of their intended use, or otherwise prohibited in these **Terms**;
- use violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos or other content via the **Services**;
- use the **Services** in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the **Services**, or that could damage, disable, overburden or impair the functioning of the **Services** in any manner;
- compromise the security of the **Services**;
- send any unsolicited or unauthorized advertising, spam, solicitations or promotional materials;
- use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the **Services** or to extract data;
- reverse engineer any aspect of the **Services** or do anything that might discover *source code* or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the **Services**;
- use or attempt to use another user's account without authorization;
- attempt to circumvent any content filtering techniques **we** employ, or attempt to access areas/features of the **Services** that you are not authorized to access;
- attempt to indicate in any manner that you have a relationship with **us** or that **we** have endorsed you or any products or services without **DaShef's** express written consent to do so;
- engage in any harassing, intimidating, predatory or stalking conduct;
- impersonate any person or entity or otherwise misrepresents your affiliation with a person or entity;
- violate the publicity, privacy or data protection rights of others, including by taking pictures of another individual without receiving that individual's consent;
- infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- buy, sell, rent, lease, or otherwise offer in exchange for any compensation, access to your **DaShef** account, without **DaShef's** prior written consent;

- develop any third-party applications that interact with **User Content** or the **Services** without our prior written consent;

- use the **Services** for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates these **Terms**.

You further agree to abide by any third-party terms that apply when posting reviews of **DaShef**. Posting **DaShef** usernames is strictly prohibited and may result in the deletion of your **DaShef** account.

Safety information

To avoid muscle, joint, or eye strain during your use of the **Services**, you should always take frequent breaks, and take a longer rest if you experience any soreness, fatigue, or discomfort. A very small percentage of people may experience seizures or blackouts when exposed to flashing lights or patterns. Symptoms may include dizziness, nausea, involuntary movements, loss of awareness, altered vision, tingling, numbness, or other discomforts. Consult a doctor before using the **Services** if you have ever suffered these or similar symptoms, and stop using such products immediately and see a doctor if they occur during your use of such products. Parents should monitor their children's use of the products offered through the **Services** for signs of symptoms.

Privacy Policy

DaShef provides this terms of usage of **Account**, **User Content** and/or any other kind of gained information within the **Services** (hereinafter: **Privacy Policy**). If you do not agree to **Privacy Policy**, please do not use the **Services**.

Privacy Policy covers the treatment of user information, including personally identifying information, obtained by **DaShef**, including information obtained when you access the **Services** and/or **Account**.

Privacy Policy does not apply to the practices of companies that **DaShef** does not own or control, or to individuals whom **DaShef** does not employ or manage, including any of the third parties to which **DaShef** may disclose user information as set forth in this **Privacy Policy**.

DaShef may obtain the following types of information from or concerning you or your mobile phone device, which may include information that can be used to identify you as specified below (hereinafter: **Personally Identifying Information**):

- user provided information: You provide certain **Personally Identifiable Information**, such as your mobile phone number, push notification name (if applicable), billing information (if applicable) and mobile device information to **DaShef** when choosing to participate in various uses of the **Services**. In order to provide the **Services**, **DaShef** will periodically access your **Account**;

- cookies information: When using the **Services**, we may send one or more cookies - a small text file containing a string of alphanumeric characters - to your computer that uniquely identifies your browser. **DaShef** uses both session cookies and persistent cookies. A persistent cookie remains after you close your browser. Persistent cookies may be used by your browser on subsequent visits to the site. Persistent cookies can be removed by following your web browser help file directions. A session cookie is temporary and disappears after you close your browser. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. However, the **Services** may not function properly if the ability to accept cookies is disabled;

- log file information: When you use the **Services**, our servers automatically record certain information that your web browser sends. When you use the **Services**, our servers log certain general information that our application sends whenever a message is sent or received, or if you update or request any status information.

If you submit **Personally Identifiable Information** to us through the **Services**, then we use your personal information to operate, maintain, and provide to you the features and functionality of the **Services**. Any **Personally Identifiable Information** or status content that you voluntarily disclose on the **Services** becomes publicly available and may be collected and used by other users of the **Services**. We may, however, use your **Personally Identifiable Information** without further consent for non-marketing or administrative purposes. We may use both your **Personally Identifiable Information** and certain non-personally-identifiable information (such as anonymous user usage data, cookies, IP addresses, browser type, clickstream data, etc.) to improve the quality and design of the **Services** and to create new features, promotions, functionality, and services by storing, tracking, and analyzing user preferences and trends.

We may use cookies and log file information to: (a) remember information so that you will not have to re-enter it during your visit or the next time you use the **Services**; (b) provide custom, personalized content and information; (c) monitor individual and aggregate metrics such as total number of visitors, pages viewed, etc.; and (d) track your entries, submissions, views and such.

We do not sell or share your **Personally Identifiable Information** with other third-party companies for their commercial or marketing use without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out. We may share your **Personally Identifiable Information** with third party service providers to the extent that it is reasonably necessary to perform, improve or maintain the **Services**. We may share non-personally-identifiable information with interested third-parties to assist them in understanding the usage patterns for certain content, services, advertisements, promotions, and/or functionality on the **Services**. We may collect and release **Personally Identifiable Information** and/or non-personally-identifiable information if required to do so by law, international law or respond to a court order, subpoena, or search warrant or equivalent, or where in our reasonable belief, an individual's physical safety may be at risk or threatened. **DaShef** also reserves the right to disclose **Personally Identifiable Information** and/or non-personally-identifiable information that **DaShef** believes, in good faith, is appropriate or necessary to enforce these **Terms**, take precautions against liability, to investigate and defend itself against any third-party claims or allegations, to assist government enforcement agencies, to protect the security or integrity of the **Services** or our servers, and to protect the rights, property, or personal safety of **Services**, our users or others.

In the event that **DaShef** is acquired by or merged with a third party entity, we reserve the right to transfer or assign the information we have collected from our users as part of such merger, acquisition, sale, or other change of control. In the event of our bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights generally, we may not be able to control how your personal information is treated, transferred, or used.

Privacy Policy may be revised periodically. Please revisit **Privacy Policy** to stay aware of any changes. Your continued use of the **Services** constitutes your agreement to this **Privacy Policy** and any amendments.

Void Where Prohibited

DaShef administers and operates the **Services** from its location in Zagreb, Republic of Croatia; other **DaShef's** sites may be administered and operated from various locations outside the Republic of Croatia. Although the **Services** may be accessible worldwide, not all features, products or services discussed, referenced, provided or

offered through or on the **Services** are available to all persons or in all geographic locations, or appropriate or available for use outside the Republic of Croatia. **DaShef** reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the **Services** is void where prohibited. If you choose to access the **Services** from outside the Republic of Croatia, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

Account Security

After opening a **DaShef** account, you accept all responsibility for any activity that occurs while logged into your account. You are responsible for making sure that you keep your password secure and safe. You agree that you will not share your password with others or do anything that might jeopardize the security of your account.

Modifications to the Services

We reserve the right to modify or discontinue, temporarily or permanently, the **Services** or any features or portions thereof without prior notice. You agree that **we** will not be liable for any modification, suspension or discontinuance of the **Services** or any part thereof.

Copyright Policy

DaShef respects the intellectual property rights of others. In accordance with the applicable laws, **we** have adopted a policy of, upon notice, restricting access to or deleting content that infringes a third party's copyright and, in appropriate circumstances and in our sole discretion, terminating account holders or other users of the **Services** who are deemed to be repeat infringers of a third party's copyrighted work.

If you believe that anything on the **Services** infringes any copyright that you own or control, you may file a notice of such infringement, with our designated agent:

Implementacija Snova d.o.o.

Božidara Magovca 54

10 000 Zagreb

Republic of Croatia

info@implementacija-snova.hr

Disclaimer

DaShef DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE **Services** WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME **DaShef** MAY REMOVE THE **Services** FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE **Services** AT ANY TIME, WITHOUT NOTICE TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE **Services** IS AT YOUR SOLE RISK. THE **Services** DELIVERED TO YOU THROUGH **DaShef** PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

IN NO CASE SHALL **DaShef**, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, PRINCIPALS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE **Services** OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF **Services**, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE **Services**, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, **DaShef'S** LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

DaShef SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE **Services**, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND **DaShef** HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

DaShef DOES NOT REPRESENT OR GUARANTEE THAT THE **Services** WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND **DaShef** DISCLAIMS ANY LIABILITY RELATING THERETO. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM, INCLUDING ANY PRODUCTS PURCHASED FROM THE **Services**.

Waiver and indemnity

BY USING **Services**, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD **DaShef**, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, PRINCIPALS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF **Terms**, YOUR USE OF THE **Services**, OR ANY ACTION TAKEN BY **DaShef** AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF **Terms** OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF **Terms** HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM **DaShef**, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, PRINCIPALS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE **Services**, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF **DaShef'S** CONCLUSION THAT A VIOLATION OF **Terms** HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS **Terms**.

Disputes

1) Indemnification

By agreeing to these **Terms** you agree to indemnify, defend and hold harmless **DaShef**, our managing members, shareholders, employees, affiliates, licensors and suppliers (hereinafter: **DaShef Parties**) from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to (a) your use of the **Services**; (b) any **User Content** you post,

upload, use, distribute, store or otherwise transmit through the **Services**; (c) your violation of these **Terms**; or (d) your violation of the rights of another.

2) Arbitration

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH **DaShef** AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM **us**.

You and **DaShef** agree to arbitrate any dispute arising from these **Terms** or your use of the **Services**, except that you and **DaShef** are not required to arbitrate any dispute in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. You and **DaShef** agree (a) that any arbitration will occur in front of Permanent Court of Arbitration of Croatian Chamber of Economy; (b) that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of chosen court. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, YOU WILL NOT COMMENCE AGAINST THE OTHER A CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE ACTION OR PROCEEDING.

3) Forum and Venue

A lawsuit, if any, by you or **DaShef** against the other will occur in competent court in Zagreb, Republic of Croatia. You and **DaShef** agree that the jurisdiction and venue of these courts is exclusive.

Applicable Law

Any dispute between you and **DaShef** will be governed by these **Terms** and the laws of the Republic of Croatia and applicable European Union law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

Severability

If any provision of these **Terms** shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these **Terms** and shall not affect the validity and enforceability of any remaining provisions.

Complete Agreement

These **Terms** supersede all prior understandings regarding the same and represent the complete agreement between you and **DaShef**.