

USER AGREEMENT FOR PUBLIC CATERING SERVICES WITHIN THE PAPA JOHNS PIZZERIAS IN BISHKEK

Bishkek

This User Agreement (hereinafter as 'the Agreement') sets forth the essential terms and conditions for rendering the public catering services and the retail sales of goods within the PAPA JOHNS pizzerias in Bishkek.

The Agreement is a public offer for entering into a Contract for retail purchase and sales of goods and rendering the public catering services and/or delivery of goods within Bishkek by the Seller to the Buyer. The Buyer, having read and understood the terms and conditions of this Agreement, accedes to this Agreement and agrees with it by taking actions specified herein.

1.1. The terms below as used in this Agreement shall mean as follows:

Buyer means a person agreed to purchase the goods and to be rendered the public catering services in accordance with this Agreement

Seller means PJ Central Asia Limited Liability Partnership, IIN 00808201210097, legal address: 720000, Bishkek, Junysalieva st. 278B;

Seller's Pizzerias mean the Papa John's Pizzerias in Bishkek, which list is posted on the Seller's website; Goods mean the products in accordance with the range of products available at the Seller's website: WWW.PAPAJOHNS.KG ;

Order means an individual item(s) of the range of Goods chosen by the Buyer at the Seller's website or ordered by the pizzeria's phone numbers specified at the website for Bishkek;

Website means the Seller's website WWW.PAPAJOHNS.KG ;

Delivery Service means the Seller's employees or its representatives delivering the Goods to the Buyer.

1.2. The Website as a source of information has a priority over all other sources of information on the goods, ordering procedures, its delivery and payment, promotional actions, offers and other events being carried out by the Seller. All information posted on the Website is deemed more complete and up-to-date. Should it be posted (including non-complete) in the other sources, the Seller supports such post with a link to the Website.

1.3. This Agreement, as well the information on the Goods and services available at the Website, are the public offer in the context of Article 457 of the Civil Code of the Kyrgyz Republic for entering into the Contract for retail purchase and sales of goods and services.

1.4. The provisions of the Law of the Kyrgyz Republic 'On Protection of Consumers' Rights' No. 90 dated 10.12.1997ye shall apply to the relationship between the Buyer and Seller.

1.5. The Seller reserves the right to amend this Agreement and post it as amended on the Website.

1.6. Pursuant to Paragraph 1 Article 394 of the Civil Code of the Kyrgyz Republic, the time of the final confirmation of the Order by the Buyer shall be an acceptance of the Seller's offer, which is equal to entering into the Goods Retail Purchase and Sales Contract (hereinafter in this Offer as 'the Contract') under the terms and conditions set forth in this Agreement and on the Website.

1.7. The Buyer agrees with the terms and conditions of this Agreement, accepts them and accedes to this Agreement as follows:

- by pressing 'Send Order' button at the last stage of Ordering on the Website,
- self-signing up on the Website,
- order confirmation by phone.

1.8. The Order of Goods finalized by the Buyer on the Website or by phone shall be the confirmation of the Contract entered into between the Seller and the Buyer.

1.9. The Seller and the Buyer warrant that they have an appropriate legal capacity and competence, as well as all rights and authorities required and sufficient to enter into and perform the Goods Retail Purchase and Sales Contract.

1.10. The Seller sells the Goods and renders the services at the prices specified on the Seller's Website, and the Buyer makes payment and accepts the Goods and services under the terms and conditions of this Agreement.

1.11. The right of ownership to the Goods shall be transferred to the Buyer at the time of acceptance of the Goods by the Buyer and payment by the latter of full value of the Goods accepted. The risk of loss or damage to the Goods shall pass to the Buyer from the time of acceptance of the Goods by the Buyer.

1.12. Accepting this Agreement, the Buyer confirms its consent and authorizes the Seller to process its personal data, including name, delivery address, phone number, e-mail. In this Agreement, the Personal Data Processing shall mean collection of the data above, their systematization, accumulation, storage, refinement (updating, changing), use, blockage, destruction, transfer to the third parties for carrying out the marketing events and studies.

1.13. Accepting this Agreement, the Buyer expresses its consent and authorizes the Seller and its services to process the Buyer's personal data using the automated database management systems, as well as other software and hardware.

1.14. Accepting this Agreement, the Buyer expresses its consent to join the Papa Bonus Loyalty Program posted on the Website in accordance with the procedure established by this Agreement, as well as to receive the information sms messages on status of its account and number of credits accumulated for the current period by means of the mobile telephone communications to the customer phone number specified when finalizing order in accordance with the procedure established by this Agreement.

1.15. Accepting this Agreement, the Buyer expresses its consent to participate in the marketing promotional actions and events being carried out by the Seller or third parties at his instruction, as well as to receive the promotional messages in accordance with the procedure established by this Agreement.

Rights and obligations of the parties

2.1. The Seller shall:

2.1.1. ensure the performance of its obligations towards the Buyer under the terms and conditions set forth by this Agreement and in accordance with the requirements of the applicable law of the Kyrgyz Republic.

2.1.2. process and store the Buyer's personal data provided to the Seller with the Buyer's consent, ensure their confidentiality and not provide access to this information for the third parties, except for the cases stipulated by this Agreement and applicable law of the Kyrgyz Republic. Whereas, the Seller and the Buyer shall be governed by the provisions of this Agreement regarding the Confidentiality Policy and other items relating to the personal data.

2.1.3. The Seller shall maintain the confidentiality of the personal data provided by the Buyer, their protection against copying and illegal distribution. The Buyer shall be entitled at any time to request the list of its personal data and/or require to change, block or destruct its personal data, having called to the Seller by phone: +996 (774) 391 111, having specified its name, phone number, email, as well as delivery address or having sent an email notice to: callcenter@papajohns.kg.

2.1.4. Pursuant to Article 20 of the Law of the Kyrgyz Republic 'On Information Technology' No.107 dated October 8, 1999, the Seller shall take measures for protection of the Buyer's personal data provided to the Seller.

2.2. The Seller shall be entitled to:

2.2.1. change the terms and conditions of this Agreement; prices for the Goods specified on the Website; terms of payment and delivery of the Goods; means, periods and area of delivery of the Goods; phones for ordering of the Seller's products, as well as other terms and conditions set forth in this Agreement or on the Website.

2.2.2. transfer the Buyer's personal data to the Delivery Service for the purpose of delivering of the Goods ordered by the latter, as well as to the Seller's counterparties authorized by the Seller to pursue the marketing, promotional objectives and study the opinions subject to the compliance with the non-disclosure mode.

2.2.3. on his own determine the applied means of processing of the Buyer's personal data (including, but not limited to automated verification of postal codes with the zip/code base, automated check of spelling of the names of streets/settlements, segmentation of database by the set criteria and etc.).

2.2.4. send the information promotional messages and materials to the email specified by the Buyer with the consent by the latter. Such consent shall also be deemed properly provided by the Buyer to the Seller, if, when purchasing by the Buyer of the Goods on the Seller's Website, the box 'I want to receive the information on new products and special offers by email. You may opt out from your account or letter at any time' is ticked in the personal data form when finalizing the order, which means the Buyer's consent to this item.

2.2.5. send the information sms messages on the status of the participant's account of the Papa Bonus Loyalty Program by means of the mobile telephone communications with the Buyer's consent to the customer phone number specified upon the order finalization. The Buyer's consent shall be deemed properly provided by the Buyer to the Seller, if, when purchasing by the Buyer of the Goods on the Seller's Website, the box 'I want to receive the information sms messages on the status of my bonus account. You may opt out from your account at any time' is ticked in the personal data form when finalizing the order, which means the Buyer's consent to this item.

2.2.6. send the service messages on the status of the Buyer's order by sms or emails with the Buyer's consent. The Buyer's consent shall be deemed properly provided by the Buyer to the Seller by pressing 'Send Order' button on the Seller's Website after placing order by the Buyer.

2.3. The Buyer shall:

2.3.1. get acquainted with the contents and terms and conditions set forth in this Agreement, as well as other terms provided on the Website, including the prices for the Goods specified on the Website, delivery area of the Goods, and terms of delivery, prior to place an Order on the Website;

2.3.2. provide the authentic personal data required for the Buyer's identification for the purpose of proper performance by the Seller of its obligations on delivery and/or transfer to the Buyer of the Goods ordered by it;

2.3.3. pay for the Goods ordered;

2.3.4. not use the Goods purchased from the Seller for the business purposes;

2.3.5. comply with the terms and conditions set forth in this Agreement, as well as other terms specified on the Website.

2.4. The Buyer shall be entitled to:

2.4.1. receive the information and service messages relating to the performance of the contract for the retail purchase and sales of goods and services, including confirmation of the Order acceptance, status of the Order, delivery time and other messages relating to the performance of the contract for the retail purchase and sales of goods and services. The stated messages are sent automatically by sms or emails.

2.4.2. receive the promotional messages, including those regarding the promotional actions, discounts and other actions being carried out as messages being sent by the electronic communication channels to the Buyer's e-mail specified upon signing-up or placing order in accordance with the procedure established by this Agreement.

The Buyer shall have an opportunity to refuse at any time from receipt of the information as promotional messages, email marketing and the like being sent via emails to the Buyer's e-mail by means of:

- call to the Seller at +996 (774) 391 111 stating the name and delivery address, as well as the Buyer's phone number and email,

- sending an email notice to callcenter@papajohns.kg stating the name and delivery address, as well as the Buyer's phone number and email,

- following a link 'Opt Out Messages' in any email with information message;

- deleting a tick near item 'I agree to receive e-mail' in Your Account on the Seller's Website.

2.4.3 receive sms messages on the status of the participant's account of the Papa Bonus Loyalty Program and number of credits accumulated for the current period via the mobile telephone communications to the customer phone number specified upon order finalization.

The Buyer shall have an opportunity to refuse at any time from receipt of sms messages by means of:

- deleting a tick near item 'I agree to receive sms' in Your Account on the Seller's Website;

- call to the Seller at +996 (774) 391 111 stating the name and delivery address, as well as the Buyer's phone number and email,

- sending an email notice to info@papajohns.kg stating the name and delivery address, as well as the Buyer's phone number and email.

Buyer signing up on the website and password recovery

3.1. The Buyer is signed up on the Website automatically when placing an order in accordance with the procedure established by this Agreement or voluntarily by the Buyer in the respective section on the Seller's Website.

3.2. When placing an Order or self-signing up, the Buyer shall obtain a password to log in My Account on the Website by the email specified when placing an Order.

3.3. The Buyer shall use the obtained password to log in My Account on the Seller's Website. The user may change the password to that more easy for him in the Section My Account on the Seller's Website. The Buyer may use both email address and phone number specified by him when placing an order or self-signing up as a login.

3.4 The Buyer may always request the password recovery to log in the My Account both by means of email to e-mail address and sms to phone number specified by him when placing an order or self-signing up.

Ordering procedure and timing of orders

4.1. The Order may be finalized by the Buyer by one of the following means:

- placement of an Order on the Website,
- placement of an Order by the phones of pizzerias specified on the Website.

Prior to placing an Order with the delivery of the Goods, the Buyer may get acquainted with the Goods delivery areas in order to determine the possibility to deliver the Goods at the address of the Buyer's interest.

When placing an Order by phone or via electronic form on the Website, the Buyer thereby confirms that he has got acquainted with the terms and conditions of this Agreement and shall provide the Seller with all information necessary for proper finalization and performance of the Order.

4.2. To place an Order via Website the Buyer shall select the appropriate Goods in Section Menu, select the required quantity of the Goods, then press 'Place Order' button. If two and more items of the Goods are ordered, the described operations shall be repeated for each item of the Goods. Then, press 'Place Order' in Section 'Cart'. In the appeared box 'Placement of Order' check the quantity and list of the Goods being ordered (change the respective data, if necessary), as well as fill in the blank fields of the box relating to the Buyer's personal data, as well as the delivery address. By pressing 'Send Order' button the Buyer finalizes the Order. Once done, the Seller's employees, if necessary, may contact the Buyer for confirmation of the details specified or for adjustment of the Order.

When placing an Order on the Website, the Buyer shall specify the following information:

- name;
- contact phone;
- email address;
- information on delivery place (including city, street, house, block/building, No. of apartment/office, entrance, floor, door phone code, comments to the delivery address);
- comments and promotional code (if necessary);

4.3. To place an Order by phone the Buyer shall select a restaurant based on the delivery area. The Information on delivery areas is available at the Website. The Buyer shall make a call by one of the phone numbers chosen by the Buyer from the phone numbers of the Seller's restaurants specified on the Website, following which the Seller's representative finalizes the Order by phone.

When placing an Order by phone, the Buyer shall specify the following information:

- name;
- contact phone;
- information on delivery place (including city, street, house, block/building, No. of apartment/office, entrance, floor, door phone code, comments to the delivery address);
- comments and promotional code (if necessary);

4.4. Once the Order is placed via Website, the Buyer will receive an email to the email address specified upon placement of the Order. The email will contain the following information: Order number, list of

Goods ordered, cost of Order, number of the Seller's pizzeria, where the Order is placed, and which performs this Order.

4.5. If the Order is placed by the Buyer for the first time, as well as if the Buyer specifies a new e-mail and phone number for receiving of the Goods when placing an Order, the Buyer will receive an email to the email address specified upon placement of the Order, which contains a password to log in My Account on the Seller's Website.

4.6. When placing an Order by phone, the information on the Order listed in Clause 4.4. is provided orally.

4.7. The Buyer shall be held liable for the contents and authenticity of the information provided by the Buyer when placing an Order. If the Buyer specifies inaccurate information, including the wrong address, phone numbers, email address and other data when placing an Order, the Seller shall not be held liable for the consequences such as impossibility to perform the Order, its delivery to the specified address, non-receipt by the Buyer of the confirmation of the Order's placement to the address specified by him, which occurred due to the stated circumstances.

4.8. All information materials available on the Website are for reference only and may not completely describe the authentic information on properties and features of the Goods, including colours, sizes and shapes. Should the Buyer have any questions regarding the properties and features of the Goods, he shall apply to the Seller by the phone numbers specified on the Website prior to placing an Order.

4.9. If the Seller has not the ordered Goods available (including due to the reasons beyond his control), the Seller shall be entitled to exclude this Goods from the Order and notify the Buyer thereof by phone within 30 minutes from taking such actions.

4.10. The Buyer shall be entitled to cancel the Order via the Seller's Website or by phone within 10 (ten) minutes from the placement of the Order only by phone of the Seller's pizzeria, where the Order has been placed.

4.11. The Buyer may receive the placed Order by means of delivery of the Goods by the Seller's Delivery Service under the terms and conditions set forth in this Agreement or on the Website or arrive in person to the Seller's restaurant – pizzeria and receive the placed Order and make payment.

Delivery of goods

5.1. The Delivery Service shall deliver the Goods within Bishkek free of charge subject to ordering of the Goods to the amount of 450 soms. The time between 02 to 10 a.m. is a service break, during this period the orders are not delivered.

5.2. If the Buyer (or Recipient) is absent at the designated place and time of delivery, the Delivery Service's employee shall wait for 5 (five) minutes and then leave.

5.3. The Buyer is recommended to perform the actions below related to the receipt of the Order upon its delivery or receipt by pick up in the restaurant.

5.4. Preparation for Delivery

- Prior to the agreed delivery time of the Goods, he shall, if possible, not hold the contact phone specified in the Order Form;

- The Goods are delivered to the holiday houses only subject to the availability of approach roads.

5.4.1. Transfer of Order

- The Buyer is recommended to check the completeness of the whole Order and each Goods individually, as well as the accuracy of filling in the delivery note in case of payment by the bankcard;

- If there are not any claims to the Goods, the Buyer shall pay its cost to the Delivery Service's employee or the restaurant's employee (if the payment has not been made previously) and receive a fiscal sales receipt.

- If the Order is prepaid (by means of electronic payment systems and other), the Buyer (or the Recipient appointed by it) shall present a personal identity document.

If the Order is paid online by the bankcard, the Buyer shall sign the delivery note and transfer the signed delivery note to the representative of the Seller's Delivery Service or the pizzeria's employee in case of receipt of the Goods at pizzeria;

5.4.2. Set of Documents: along with the Order the Buyer shall receive a fiscal sales receipt for the placed Order in case of payment in cash and a delivery note in case of online payment by the bankcard.

5.4.3. The Order shall be deemed delivered to the Buyer, and the risk of loss or accidental damage to the Goods passed from the Seller to the Buyer at the time of transfer of the Goods. If the Goods are not delivered, the Seller shall reimburse the Buyer for the cost of the prepaid, but not received Goods after confirmation of this circumstance by the Delivery Service.

5.4.4. Upon delivery the Goods shall be transferred to the Buyer or a person designated as a Recipient.

5.4.5. In order to avoid the acts of fraud upon transfer of the prepaid Goods the Delivery Service's employee shall be entitled to require a personal identity document of the Recipient. The Seller shall warrant the confidentiality and protection of the personal information obtained from the Recipient.

Payment

6.1. The price of the Goods is specified on the Website.

6.2. The price of the Goods on the Website may be changed by the Seller. However, the cost of the Order stipulated upon confirmation of its placement shall not be subject to change unilaterally.

6.3. Methods of Payment for the Goods:

- in cash to the courier upon receipt of the Order;
- by Visa, MasterCard;

6.4. Peculiarities of Payment for the Goods by Bankcards.

6.4.1. The bankcard transactions shall be carried out by the cardholder or its authorized person.

6.4.2. When paying for the Goods by bankcard in the restaurant, the Buyer shall present a personal identity document. The payment shall be supported by the slip receipt and fiscal sales receipt.

6.4.3. When choosing the method of payment for the Order on the Website by bankcard, the Buyer is provided with the interface for making payment via the processing center meeting the high safety standards of payment systems. For the purposes of the Customer's personal data protection (and for prevention of acts of fraud) all payment details shall be transferred via the closed banking networks applying the special coding technologies.

6.4.4. To make an online payment by bankcard on the Website it is necessary to fill in the short payment form:

1. specify the card number (16 or 18 numbers on the obverse of card);
2. enter CVC / CVV number (3 numbers typed in the reserve of card on the strip with signature);
3. specify name and surname of cardholder (as they appear on the obverse of card) and other necessary personal data;
4. validity period of card specified on the obverse of card.

6.4.5. Payment is made by saving the card using verification, and other entries with the same card will be made through auto-debit, without any verification.

6.5. The Seller shall be entitled to grant the Buyer the discounts for the Goods and set a bonus program. Types of discounts, bonuses, procedure and terms of their accrual are specified on the Website and may be changed by the Seller unilaterally.

6.6. When making payment for the Order by bankcard, the Order is cancelled by the Buyer in accordance with the procedure provided in Clause 4.9. of these Rules for the Order's total value only. The partial cancellation of the Order, which has been paid for by bankcard, shall not be allowed. The Buyer's funds transferred to the Seller by bankcard shall be returned after the cancellation of the Order and confirmation of the cancellation of the Order (transaction) by the Seller within 10 days, however, the specified period may be extended due to the delay in crediting of funds to the bankcard by the bankcard issuing bank. The Seller shall not be held liable for the efficiency and timeline of crediting of funds and their delay in crediting by the issuing bank. The funds shall be returned to the bankcard, from which the payment has been made.

Return of the goods

7.1. Upon receipt of the Goods, the Buyer shall check the compliance of the Goods received with the Order, completeness and that there are no claims as to the appearance of the Goods delivered. The Buyer shall be entitled to require for replacement of the Goods of improper quality as and when provided by the law of the Kyrgyz Republic.

If the Goods are received incomplete or not complying with the ordered Goods, the Buyer shall be entitled to require for replacement of such Goods with the ones of proper quality at the time of its receipt.

The Buyer's claims as to the appearance of the Goods and completeness are not accepted after acceptance of the Goods.

The return of the Goods, procedure for its replacement, as well as the return of funds paid by the Buyer shall be made as and when provided in this Section 7 of this Agreement.

7.2. Return of the Goods of Improper Quality:

7.2.1. The Buyer shall be entitled to return to the Seller or not accept the Goods of improper quality and require for return of the value paid for such Goods. The Customer may also require for replacement of the Goods of improper quality.

7.2.2. If the Buyer refuses to accept the Goods and requires to return the funds paid for the Goods in the event the specified amount has been already paid, the amount shall be returned to the Buyer within 10 (ten) days from the receipt by the Seller of the stated request in writing.

7.3. Return of Funds:

7.3.1. The funds shall be returned to the Buyer by way similar to that he used when making payment for the Goods or other way upon agreement with the Buyer; if the Order is paid in cash, the funds shall be returned in cash from the Seller's cash desk, if the payment is made by bankcard, the funds shall be returned to the bankcard in accordance with the procedure established by Clause 6.6. of this Agreement;

7.4. Sequence of Activities When the Seller Violates the Terms of Range of Goods (In Case of Resorting):

7.4.1. If the Goods not complying with those ordered by range of goods are found in the Order, the Buyer shall be entitled to refuse from these Goods upon transfer and require for replacement with the Goods stipulated in the Order or return of the funds for the actually not transferred Goods.

7.4.2. The Goods transferred to the Buyer in violation of the term of range of goods shall be returned to the Seller. If the Buyer accepts these Goods, the Seller shall be entitled to require from the Buyer to pay for these Goods at the price fixed by the Seller for these Goods on the Website at the time of transfer of the Goods. If the actually transferred Goods are missing in the Seller's range of goods available at the Website at the time of transfer of the Goods, these Goods shall be paid for at the price agreed with the Seller.

7.4.3. If it is impossible to replace the Goods, the Seller shall notify the Buyer thereof by phone specified by the Buyer upon placement of the Order, and the funds actually paid for not transferred Goods shall be returned in accordance with the procedure established by Clause 6.6.

7.4.4. The funds paid by the Buyer for the actually not transferred Goods shall be returned within 10 (ten) days from the receipt of the Buyer's written request on its return and confirmation by the Seller's employees. The amount paid for the Goods shall be returned by way similar to that applied when making payment for the Goods or other way upon agreement with the Buyer taking into consideration the provisions of Clause 6.6. regarding the procedure for return of funds to bankcard.

7.5. Sequence of Activities When the Seller Violates the Term of Quantity.

7.5.1. Upon transfer of the Goods, the Buyer shall check its quantity for the compliance with the Order. Should the Buyer find any discrepancies in quantity of the Goods, he shall record the stated fact in the presence of the Delivery Service's employee (courier).

7.5.2. If the Seller has transferred to the Buyer less quantity of the Goods than stipulated by the Order, the Buyer shall upon transfer of the Order be entitled to accept the Goods to the extent that complies with the Order and require to transfer the missing quantity of the Goods or (if missing Goods have been paid for) refuse from the Order to the extent of missing Goods and require for return of the funds for missing Goods.

7.5.3. If it is impossible to transfer the missing Goods, the Seller shall notify the Buyer thereof by phone specified by the Buyer upon placement of the Order, and the funds actually paid for the missing Goods shall be returned in accordance with the procedure established by Clause 7.5.4 of the Rules.

7.5.4. The funds paid by the Buyer for the missing Goods shall be returned within 10 (ten) days from the receipt by the Seller of the Buyer's notice to return the funds along with the Order copy with a note on the non-delivered part of the Goods. The amount paid for the Goods shall be returned by way similar to that applied when making payment for the Goods or other way upon agreement with the Buyer taking into consideration the provisions of Clause 6.6. regarding the procedure for return of funds to bankcard.

7.5.5. If there is not any note by the Buyer and the Delivery Service's employee on the missing Goods in the Order Form (Delivery Note), the Seller shall be entitled to refuse the Buyer from satisfaction of claims as to the quantity or quality of the transferred Goods.

Warranties and liabilities

8.1. The Seller warrants that the Goods to be delivered are of proper quality and comply with the principle requirements of the law applicable to the Goods.

8.2. The Seller shall not be held liable for the damage, which may be caused to the Buyer because of improper use of the Goods ordered on the Website.

8.3. The Buyer shall not use the ordered Goods for the business purposes.

Miscellaneous

9.1. Should any questions and claims arise, the Buyer may apply to the Seller using the contact phone or Feedback Form posted on the Website in Section 'Contacts'. The Parties shall endeavour to settle all arising disputes by means of negotiations. Should no understanding be reached, the dispute shall be submitted to the court in accordance with the applicable law of the Kyrgyz Republic.

9.2. If any of provisions of these Rules is recognized as invalid, such recognition shall not entail the invalidity of the other provisions.