

TERMS OF USE

Introduction

Thank you for visiting the Dodo Pizza website (this "Website") and reviewing our terms of use and privacy policy. The products on this Website are produced and delivered by QFA Nigeria Ltd ("we", "us" or "our", "Restaurant"), a company registered in accordance with the laws of the Federal Republic of Nigeria with registration number RC 1186314.

Please read these Terms of Use carefully before using this Website or placing your order with us.

By your usage of this Website or our acceptance of your order it is understood that you have read, fully understood and agreed to these Terms of Use and that you understood and intended these Terms of Use to be the legal equivalent of a signed written contract between you and us. If you require further clarification of any details in these Terms of Use contact us using the contact details provided herein.

We reserve the right, at our sole discretion, to change these Terms of Use from time to time. Your continued use of this Website after changes are made will be deemed to mean that you agree to be bound by such changes.

Disclaimers and Limitation of Liability

You agree that your use of the Website shall be at your sole risk. To the fullest extent permitted by law, the Restaurant, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with this Website and your use thereof. The Restaurant makes no warranties or representations about the accuracy or completeness of this Website's content or the content of any websites linked to this Website and assumes no liability or responsibility for any:

- (i) errors, mistakes, or inaccuracies of content;
- (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our Website;
- (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein;
- (iv) any interruption or cessation of transmission to or from this Website;
- (v) any bugs, viruses, trojan horses, or the like which may be transmitted to or through this Website by any third party; and/or
- (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via this Website.

The Restaurant does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Website or any hyperlinked website or featured in any banner or other advertising, and the Restaurant will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

You agree to defend, indemnify and hold harmless the Restaurant, its parent companies, affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- (i) your use of and access to the Website;
- (ii) your violation of any term of these Terms of Use;
- (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or
- (iv) any claim that one of your user submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Website.

Intellectual Property

You may store, print and display the content supplied in this Website solely for your own personal use.

You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

All copyright, trademarks and other intellectual property rights on the Website and its content (including without limitation the Website design, text, graphics, logos, icons, images and all software, databases and source code connected with the Website) are owned by or licensed to us.

Placing an order

After you submit an order to us, we will send you order confirmation by email or SMS with order details. Should you find any information on the order confirmation is not what you expected, you can either contact us or cancel the order immediately. For the details about how to cancel an order please refer to Cancellation below.

Please make sure the email address or telephone number you provide is correct and your mailbox is in proper working order, as all correspondence regarding your order is sent to this address. Incorrect personal details may lead to problems or delays in delivery, so please ensure that you have included your correct address, email address and contact telephone

number when ordering.

We retain the right to refuse service without notice in cases when the Delivery Service, upon arriving at the actual delivery address, is unable to complete the transfer of the products due to circumstances, for which you are responsible (you did not answer the phone for 10 minutes or did not respond to doorbell ring, etc).

Within 10 minutes upon receiving the products, you can verify whether the received items and their quantities correspond to the content of your order and whether any of the products delivered have visually perceivable defects.

Payment

The prices of products, the minimum and the maximum order value, are specified on the Website. Payment can be made via cash or debit cards.

Payment cancellation policy

1.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) If what you have bought is damaged or mis-described, you may have a legal right to end the contract and get some or all of your money back, or to get replacement products;
- (b) If you have just changed your mind about the product, you may be able to get a refund if you amend or cancel your order in time – see Clause 1.3;
- (c) In all other cases (if we are not at fault and there is no right to change your mind), you can still cancel delivery of your order but you will not be entitled to a refund. See Clause 1.4.

1.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below, the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

- (a) we have told you about a change to the product or these Terms of Use which you do not agree to after you have made your order;
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons; or
- (e) you have a legal right to end the contract because of something we have done wrong.

- 1.3 Your right to change your mind.** You can only amend or cancel your order or change your delivery time no later than 45 minutes prior to the start of the delivery window you have booked.
- 1.4 Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind, you can still cancel your order and end the contract before it is completed, but you may lose your payment. If you want to cancel your order and/or end a contract before it is completed where we are not at fault and you have changed your mind, just contact us to let us know. The contract will end immediately.
- 2. How to end the contract with us.** To end the contract with us, please let us know by calling your Local Store on the number listed on the Website. Please provide your name, address, details of the order and, where available, your phone number and email address
- 2.2 How we will refund you.** If you end your contract with us and you are entitled to a refund, we will refund you the price you paid for the products including delivery costs, by the method you used for payment. We will make any refunds due to you as soon as possible and usually within 14 days from the date the contract ends.

Governing law and jurisdiction

These Terms of Use shall be governed by and construed in accordance with the Laws of the Federal Republic of Nigeria. Each party irrevocably agrees to submit to the non-exclusive jurisdiction of the courts in the Federal Republic of Nigeria over any claim or matter arising under or in connection with these Terms of Use.

Contact us

If you have any questions about Dodo Pizza products or service, it's best to contact us:

Address: [33c bishop aboyade cole, victoria island]

Call: [+2349087415019]

E-mail: [contact@dodopizza.ng]

PRIVACY POLICY

Your privacy is important to us

The terms of this Privacy Policy apply to all users of this Website.

This Website is owned and operated by QFA Nigeria Limited, the representative of Dodo Franchising LLC in the Federal Republic of Nigeria and the owner/operator of Dodo Pizza stores in the Federal Republic of Nigeria.

Dodo Pizza stores is committed to protecting your privacy like an independent business. This means that Dodo Pizza stores is also responsible for ensuring its own compliance with data protection and other laws. The privacy policy for Dodo Pizza stores can be found [here](#).

What personal information we collect from our users?

Personal information means information which on its own or in combination with other information, allows identification of an individual. We will collect personal information about you which you voluntarily provide, such as:

- your first name or last name, so we know who you are;
- your full delivery street address including city, state and telephone numbers, so we can contact you and fulfil any orders;
- information you provide to us which reports a problem with this Website and any further details requested from you to help us deal with such problem(s);
- your first name or last name, your full delivery street address including city, state and telephone numbers, to enter a promotion or take part in an online survey;
- where you “like” us or make posts on our pages on social media websites and applications, so we understand you a bit better;
- details of your location (where you visit us in person in store, or choose to activate the location related functions of this Website), so that we can give you information relative to that store or location;
- name, date and month of your birthday, phone number, email address, order details, your consumer preferences, for certain legitimate business purposes, for example, to make sure you only get the information you want from us in the way you want it; to tell you about new products and services and to send you marketing communications and offers to use in stores or on our Website. We may also send you surveys to help us improve how we service you;
- your usage of the Website and information about you from any messages you post to the Website or when you contact us or provide us with feedback, including via e-mail, letter, phone or chat function;

- any other information you may voluntarily provide to us.

We don't save payment information such as credit or debit card information.

We also collect technical information about your:

- **Services Metadata.** When an Authorized User interacts with the Services, metadata is generated that provides additional context about the way Authorized Users work. For example, data controller logs the order details and login information in order to support customer in case of any issues.
- **Log data.** As with most websites and technology services delivered over the Internet, our servers automatically collect information when you access or use our Websites or Services and record it in log files. This log data may include the Internet Protocol (IP) address, the address of the web page visited before and after using the Website or Services, browser type and settings, the date and time the Services were used, information about browser configuration and plugins, language preferences and cookie data. Also, log data may include functions you use on our Websites or Services, any updates and purchases through our Websites or Services.
- **Device information.** We collect information about devices accessing the Services, including type of device, what operating system is used, device settings, application IDs, unique device identifiers and crash data. Whether we collect some or all of this other information often depends on the type of device used and its settings.
- **Location information.** We receive information from you and other third-parties that helps us approximate your location. We may, for example, use a business address submitted by your employer, or an IP address received from your browser or device to determine approximate location. We may also collect location information from devices in accordance with the consent process provided by your device.

How we use the information we collect?

We will only process the data that are collected about user if there is a reason for doing so, and if that reason is permitted under data protection law.

We will have a lawful basis for processing user's information.

If we need to process your information in order to provide you with the service you have requested or to enter into a contract, we use for the following purposes:

- to enable us to provide you with access to the relevant parts of the Website;
- to sell the products you have requested;
- to contact you where necessary concerning our services, such as to resolve issues you may have with your order to respond and/or deal with your request or enquiry; and

- to conduct checks on the details you provide to us, where appropriate, to assist with fraud prevention schemes.

We also process your data where we have a justifiable reason for processing your data:

- the next time you use our online ordering service, we will call up your information from our database to make processing your order faster and easier;
- to administer your account on the Website if you have registered with us;
- to improve our products and services, including by customer survey;
- to administer the Website for internal record keeping, business development and research (including anonymization of your personal information for future statistical analysis);
- to comply with legal, regulatory and other good governance obligations (including in connection with a court order, government investigation or when otherwise required by law);
- keep track of your product preferences and restaurant choices and analyze that information in order to send you special advertisements, offers and notices regarding foods and restaurants that seem to fit with your preferences;
- to contact you concerning your level of satisfaction with our products and services, to verify incomplete orders, rectify problems or delays with your order or otherwise communicate with you concerning your transactions with us;
- to aggregate information about how our online ordering service is used (without specific identification of any particular user) to be able to improve our service and make it more responsive to our customers' preferences;
- may from time to time send non promotional email to all registered users of our online ordering service for the purpose of gathering and dispersing data to provide better services to our customers. Except for provision of additional information necessary to complete a transaction initiated by a registered user, registered users will be under no obligation to reply or answer questions in said non promotional email. Non promotional email may include, but will not be limited to, surveys, maintenance notices, system updates and confirmation or other notices in connection with completion of a transaction initiated by a registered user; and
- to show you restaurants which are in your area or make sure you see the advertising which is most relevant to you, based on characteristics determined by us.

When we have your consent we will also analyse data about your use of our services from your location data to create profiles relating to you and for you. This means that we may make certain assumptions about what you may be interested in and use this, for example, to

send you more tailored marketing communications, to present you with restaurants that we think you will prefer, or to let you know about special offers or products which we think you may be interested in. This activity is referred to as profiling. You have certain rights in relation to this type of processing. At any time you can inform us via [contacts](#) to withdraw your consent.

We also can process your personal information to comply with any legal obligation or regulatory requirement to which we are subject.

How long will you keep my data?

We will keep your information for as long as is necessary for us to fulfil the purposes set out above. At any time you can ask us via [contacts](#) to delete all your personal information.

How we store the information we collect?

We use cloud platform Azure, provided and secured by Microsoft to store the information you provide to us and the information we collect electronically. Access to these computer servers is controlled by firewalls and security gatekeepers. **We do not transfer your personal information outside the Federal Republic of Nigeria.**

You can control how information about you is used

You can also limit our communications directly to you, please let us know via [our contacts](#).

You can access your information

Upon your request, we will provide you with access to your unique account-related information and information from contacts that we maintain about you. In your request, please provide us via [contacts](#) with your current specific contact information so that we can accurately check our records.

Who do we share your information with?

From time to time, to achieve some of the things we have outlined above, we may need to share your personal information which we collect with carefully chosen third parties. These may include:

- **Payment providers (including online payment providers and fraud detection providers)** - for the purposes of providing services to us, for example when they process information such as debit card payments for us, provide support services to you or carry out fraud checks for us;
- **IT service providers (including cloud providers)** - for the purposes of data storage and analysis;
- **Delivery drivers** - so they can deliver your order to you;
- **Customer support partners** - who will help us to resolve any issues you may have with our services;

- **Marketing and advertising partners** - so that they can ensure that you see advertising which is more relevant to you and send you email marketing on our behalf;
- **Agencies** - who help us comply with our legal or regulatory obligations or to carry out background checks for the purposes of processing payments or any applications made by you (such as credit reference agencies, credit card clearing agencies and fraud prevention and detection agencies); and
- **Data analysts and research companies:** who help us gain insight into how we can better serve you and all of our customers and we may ask these companies to contact you directly for your opinions on our products and services.

In all cases, we enter into written agreements with such third party companies requiring them to put in place safeguards to protect your personal information. Your personal information will be made available for the purposes mentioned above (or as otherwise made known to you from time to time) on a 'need-to-know' basis and only to responsible corporate staff who properly need to know these details to carry out our functions. They are not allowed to use your information for their own purposes.

Your rights

You, the data subject, have the following rights. If you wish to exercise any of these rights, please contact us using the [contact details](#).

- The right of access.** You have the right to obtain access to your information (if we're processing it).
- The right to rectification.** You are entitled to have your information corrected if it is inaccurate or incomplete.
- The right to erasure.** This enables you to request the deletion or removal of certain parts of the information that we hold about you.
- The right to restrict processing.** You have rights to 'block' or 'suppress' further use of your information.
- The right to data portability.** You have the right to, where technically feasible, obtain your personal information in an accessible and transferrable format so that you can re-use it for your own purposes across different service providers.
- The right to withdraw consent.** If you have given your consent to anything we do with your information, you have the right to withdraw that consent at any time. Withdrawing consent will not however make unlawful our use of your information while consent had been apparent.
- The right to object to processing.** You have the right to object to certain types of processing, including processing for direct marketing and profiling.

Contact us

We want you to enjoy your use of www.dodopizza.ng service. Please contact us with any questions or comments.

You can opt out of any messages at any time by going to your online account or by contacting us.

Domain name www.dodopizza.ng is registered by Dodo Franchising LLC. Complaints about the service offered by the Dodo Pizza should be sent by email to support@dodopizza.com. Claims will be processed within 10 days after receiving the email.

In any mentioned above issues please contact us at privacy@dodopizza.com

Cookies Policy

Our cookies cannot and do not retrieve any other data from your hard drive or pass on computer viruses. If you are just browsing our website, a cookie identifies your browser and user id (and not your identity). If you place orders with us, we use cookies to assist in storing your preferences and recording other session information (a "session" is a single visit by you to our website).

We use cookies for the following purposes:

- to analyze user activity in order to improve the Website;
- to gain insights about how to improve the functionality and user experience of the Website;
- to gather certain information about users, such as browser type, server, language preference, and country setting, in order to store user preferences on our Website to make your user experience more consistent and convenient;
- we use cookies from third-party partners such as Google and Facebook for marketing purposes. These cookies allow us to display the data controller promotional material to you on other sites you visit across the Internet. Such third party vendors, use cookies to serve ads based on users' prior visits to [insert website address].
- to limit certain types of cyber attacks;
- to ensure users receive a consistent user experience while we conduct A/B testing on certain aspects of our website in order to improve our product offerings; and
- to improve the performance and reliability of our website.