**USER SERVICE AGREEMENT OF THE TWELVE FLAVORS APP**

1. **Special Note**

We would like to remind you (the User) to read this APP User Service Agreement ("Agreement") carefully before registering as a user of TWELVE FLAVORS APP ("the APP") to ensure that you fully understand the terms and conditions of this Agreement. Please read it carefully and choose to accept or not accept this Agreement. After you agree and click to confirm the terms of this Agreement and complete the registration process, you will become a registered user of the APP and enjoy the various services of the APP. Your registration, login, use and other actions will be regarded as acceptance of this Agreement and agree to be bound by the terms of this Agreement. If you do not agree to this Agreement or have any questions about the terms in this Agreement, please stop the user registration process immediately and you may refuse to use the APP.

This Agreement stipulates the rights and obligations between the APP and the User with respect to the APP Service ("Service"). "User" means the person or entity who registers, logs in and uses the Service. This Agreement may be updated by the APP at any time. The updated terms and conditions of the Agreement shall replace the original ones of the Agreement upon publication without further notice. Users can check the latest version of the Terms of Use in the APP. If you do not accept the revised terms and conditions, please stop using the services provided by the APP immediately after they have been revised. Continued use of the services provided by the APP will be deemed to be acceptance of the modified agreement.

1. **Account Registration**
	1. Users are required to register an account with the APP before using the Service. The APP account should be bound with a cell phone number. Users are requested to use a cell phone number that are not yet bound to the APP account and that are not blocked by the APP under this Agreement to register for the APP account. The APP may change the way of account registration and binding according to the user's demand or product needs without prior notice to the user.
	2. The APP will reject the registration application if the applicant has been blocked by the APP or is suspected of false registration and misuse of other people's names for registration and other reasons that cannot be permitted.
	3. In view of the binding registration method of the APP account, you agree that the APP will allow your cell phone number and mobile device identifier and other information to be used for registration.
	4. In registering and using the Service, the APP needs to collect personal information that identifies the User in order to contact the User when necessary or to provide a better experience for the User. The information collected includes, but is not limited to, the user's name and address; the APP agrees that the use of such information will be subject to the protection of the user's personal privacy information in Article 3.
2. **Account Security**
	1. Once a user has successfully registered as a user of the APP, he/she will be given his/her user name and password to log in the APP at any time.
	2. Users are solely responsible for the security of their user name and password and for all activities and events conducted under their user name.
	3. Users shall not transfer or authorize others to use their user name of the APP in any form without permission.
	4. The User shall keep the password of the User's account in a safe place and shall not disclose the password to others. The User shall be responsible for all losses caused by improper storage of the password.
	5. The disclosure of the User's password may lead to adverse legal consequences. Therefore, regardless of the reason that the password security is threatened, the user should contact the APP customer service immediately, otherwise, the user will be responsible for the consequences.
3. **User Declaration and Guarantee**
	1. The User undertakes that he/she is a civil subject with full civil capacity and has the ability to enter into transactions to fulfill his/her obligations.
	2. Users are obliged to provide their real data when registering and guarantee the authenticity, validity and security of the content such as cell phone number, name, location, etc., and ensure that the APP staff can contact the user through the above contact information. Meanwhile, the user is also obliged to update the relevant registration information when the relevant data actually changes.
	3. Any content created, uploaded, copied, published and disseminated by the User through the process of using the App, including but not limited to registration information and authentication data such as account avatar, name, user description, or text, voice, picture, video, graphic and other sending, replying and related link pages, as well as other content generated by using the account or the Service, shall not violate the relevant national laws and regulations. For the following actions of the user, the APP will reserve the right to call the police and seize the account:
		1. Endangering national security, leaking state secrets, subverting state power, and undermining national unity
		2. Damaging national honor and interests.
		3. Inciting ethnic hatred, ethnic discrimination, and undermining national unity
		4. Undermining national religious policies, promoting evil cults and feudal superstitions
		5. spreading rumors, disturbing social order and destabilizing society
		6. Spreading obscenity, pornography, gambling, violence, murder, terror or abetting a crime
		7. Insulting or slandering others and infringing on their legitimate rights and interests
		8. Containing other contents prohibited by the laws and regulations of the Hong Kong Special Administrative Region.
	4. Users are forbidden to use the APP account or the Service to make, upload, copy, publish or disseminate content that interferes with the normal operation of the APP and infringes the legitimate rights and interests of other users or third parties, content that
		1. contain any sexual or sexually suggestive;
		2. contain abusive, threatening or intimidating content;
		3. contain harassment, ads, malicious information, and deceptive information;
		4. involve the privacy, personal information or data of others;
		5. infringe on the legal rights of others such as reputation, portrait rights, intellectual property rights, trade secrets, etc.; as well as
		6. information containing other content that interferes with the normal operation of the Service and infringes on the legitimate rights and interests of other users or third parties.
4. **Service Content**
	1. This APP is a mobile terminal application developed by TWELVE WAYS LIMITED. Service content is provided by the APP flexibly according to the actual, including but not limited to.
		1. Reservation in TWELVE FLAVORS' restaurants.
		2. Take-out from TWELVE FLAVORS' restaurants.
		3. TWELVE FLAVORS' restaurant member spending points.
		4. Other services that may be provided by the APP.
		5. The APP reserves the right to review or delete at any time any content posted/disseminated by users that are suspected to be in violation of the laws and regulations of the Hong Kong Special Administrative Region that prohibit such content or that is deemed inappropriate by the APP (including but not limited to text, voice, pictures, videos, graphics, etc.).
	2. All notices and other messages sent to the User may be sent through the APP or the contact information provided by the User.
5. **Termination of Services**
	1. The APP reserves the right to terminate the provision of the Services to the User in the following circumstances.
		1. The APP has the right to terminate the service to the User if the User violates the relevant provisions of the Service. The APP reserves the right to directly and unilaterally terminate the service to the User if the User registers as a User again directly or indirectly or in the name of another person.
		2. The User shall not take improper benefits or cheat through the program or any other means; otherwise, the APP will immediately terminate the service to such User and reserves the right to deduct the improper benefits obtained by cheating;
		3. Once the APP finds that the data or information provided by the User is inaccurate, the APP will reserve the right to terminate the service to such User at any time; and
		4. The user expresses unwillingness to accept the new terms of service when these terms of service are terminated or updated
		5. Other circumstances that the APP deems necessary to terminate the service.
	2. Upon termination of the Service, the APP shall not be obligated to retain any information in or related to the User's original account or to forward any information to the User or a third party that has not been read or sent.
	3. The User understands and agrees that even after termination of this Agreement and termination of the User's Service, the APP will retain the right to
		1. continue to maintain your User Information.
		2. continue to assert liability against the User for violations of laws and regulations, this Agreement and the rules of the Platform during its use of the Platform Services.
6. **Changes and Interruptions Services**
	1. In view of the special nature of the network services, the User is required to agree that the APP may change or discontinue some or all of the network services and delete (no longer save) any data submitted by the User in the course of use without notice to the User and without any liability to any User or any third party.
	2. The APP is required to test or update the platform on which the network services are provided on a regular or irregular basis. The APP will not be responsible for any interruption of the network services for a reasonable period due to such circumstances.
7. **Term Modification of Services**
	1. The APP reserves the right to modify any of the contents of these Terms of Service at any time. In the event of any changes to any of the contents of these Terms of Service, the APP will notify the User of the changes by appropriate means.
	2. If the User does not agree with the amendments made to the TOS by the APP, the User shall have the right to stop using the APP Services.
	3. The User's continued use of the APP service will be deemed to be the User's acceptance of the changes made to the Terms of Service by the APP.
8. **Disclaimer and Indemnity Statement**
	1. The User shall be liable for all consequences arising therefrom if the APP has indicated changes in the provision of its services and brought them to the attention of the User, but the User fails to do so.
	2. The User expressly agrees that the use of the APP is at the User's sole risk. All consequences arising from the use of the App shall also be borne by the User.
	3. The User agrees to protect and defend the interests of the APP and other Users. The User agrees to bear the damages caused to the APP and any other third party as a result of the User's illegal, untrue, improper or infringing third party's legal rights and interests in the course of using the APP, or the User's violation of any of the terms and conditions under this Agreement. The APP shall not be responsible for any liability.
	4. Some of the public data collected by this APP originates from the Internet and is reproduced for the purpose of passing on more information and for network sharing, but it does not mean that this APP endorses its views and is responsible for its authenticity, nor does it constitute any other advice. Some of the works in this APP are independently contributed and published, edited and uploaded by netizens. For such works, the APP only provides a platform for communication and is not responsible for their copyright. For any works on this APP that violate your intellectual property rights, please contact us and we will promptly modify or delete them.
	5. The information provided by this APP is for reference only. This APP does not guarantee the accuracy, validity, timeliness and completeness of the information. The APP and its employees shall not be liable in any way, directly or indirectly, to the User or any other person for any failure, inaccuracy or error in the transmission or delivery of any information. To the extent permitted by the laws of the Hong Kong Special Administrative Region, the APP hereby disclaims any liability to the user or any person for any direct, indirect, incidental, subordinate, special, punitive or exemplary damages arising out of the use or failure to use the information provided on this website or any link thereto.
9. **Privacy Statement**
	1. Scope of Application.
		1. Personal registration information provided upon request when the user registers for an account with the APP.
		2. The server values on the User's browser that the APP will automatically receive and record when the User uses the APP or visits its related web pages, including but not limited to data such as IP addresses and web page records that the User requests to access.
	2. Use of Information:
		1. The APP will not sell or lend the User's personal information to anyone unless prior permission is obtained from the User.
		2. This APP also prohibits any third party from collecting, editing, selling or disseminating users' personal information by any means. If any user engages in the above activities, the APP reserves the right to immediately terminate the service agreement with the user and block his or her account.
		3. The APP may provide services to the User through the User's personal information, including but not limited to sending the User information about its products and services, or sharing information with the APP's partners so that they can send information about its products and services to the User.
	3. Disclosure of Information.

Users' personal information will be disclosed, in part or in whole, in the following circumstances:

* + 1. Disclosures to third parties with the User's consent.
		2. Disclosure to third parties or administrative or judicial bodies in accordance with the provisions of the law, or at the request of administrative or judicial bodies.
		3. Such disclosure to a third party will be conducted to a third party in case the user violates the relevant laws of the Hong Kong Special Administrative Region or website policies.
		4. For the provision of products and services requested by the user so that the user's personal information has to be shared with third parties.
		5. Other disclosures that the APP considers appropriate under the laws of the Hong Kong Special Administrative Region or the APP.
1. **Others**
	1. The APP solemnly reminds the User of the provisions of this Agreement which exclude the responsibility of the APP and limit the rights of the User. Please read carefully and understand the risks involved. For minors, they should read this Agreement in the company of their legal guardians.
	2. The validity, interpretation and dispute resolution of this Agreement shall be governed by the laws of the Hong Kong Special Administrative Region. Any dispute or controversy arising between the User and the APP shall initially be resolved amicably by negotiation; if negotiation fails, the User agrees to submit the dispute or controversy to the jurisdiction of the courts of the Hong Kong Special Administrative Region.
	3. Any provision of this Agreement shall be void or unenforceable for whatever reason, the remaining provisions shall remain valid and binding on both parties.
	4. This Agreement shall be conclusively construed by TWELVE WAYS LIMITED and all rights of interpretation and amendment shall be reserved.
	5. This Agreement shall be effective as of 31th December 2022.