

#### Tomato Club APP Membership Application:

The Applicant is required to download Tomato Club mobile APP and register for a Tomato Club Member with email address at 'Join Now' section. Each valid email address can register once only.

Any spending at I. T. H. K. Limited before the applicant has become Tomato Club mobile APP member is not eligible for earning Points.

To be eligible for VIP membership application, the applicant is required to accumulate spending of \$1000 on one Tomato Club Mobile APP account within the time limit of 60 days from the date of first recorded transaction. (Except HON TAKASAGOYA)

The said time limit of 60 days starts from the day immediately after the date of the first recorded transaction. For example, if the date of the first recorded transaction is September 1, 2022, the last day of the time limit will be October 30, 2022.

Record of cumulative spending in Tomato Club mobile APP will be updated within 24 hours after the transaction. The Applicant can check his/ her cumulative spending record via Tomato Club Mobile APP. I. T. H. K. Limited record is final and conclusive.

Only spending at I. T. H. K. Limited(Except HON TAKASAGOYA) will be counted in the accumulation.

Spending recorded in different Tomato Club Mobile APP member account cannot be combined.

Tomato Club Mobile APP only Applicable to designated mobile devices using iOS 7.0 or above and Android 4.0 or above.

#### Tomato Club APP VIP Member :

Tomato Club APP VIP membership is valid for ONE year only.

Tomato Club APP Membership is not transferable or assignable and is for the member's personal use and benefit only. Verification of the member's identity may be required.

Member is required to provide a valid Tomato Club mobile APP and login the Tomato Club mobile APP to verify the member identity before bill settlement. Member's offers cannot be

used If member fail to provide a valid Tomato Club mobile APP and unable to login the Tomato mobile APP. Mobile phone screen capture is not a valid proof of a member identity, thus, member's offers cannot be use in above situation.

**VIP member can enjoy 10% off for any purchase at Italian Tomato cake shops and restaurants. Offer is applicable to Italian Tomato restaurants (except 1/1, 14/2, Mother's Day, 24-26, 31/12) or cake shops in Hong Kong while not applicable to HON TAKASAGOYA products, festive cake and promotional cake. Subject to 10% service charge based on original price for dine-in orders.**

Tomato Club membership offers cannot be used in conjunction with other promotional offers and discount.

Earn 1 point from every HK\$1 net spending at Italian Tomato Hong Kong. Every 500 points can be used as \$10 in the subsequent transaction at Italian Tomato Hong Kong. (Except HON TAKASAGOYA)

Member is entitled to earn Point upon purchasing items at I. T. H. K. Limited outlets (Except HON TAKASAGOYA), point is calculated based on the total net amount of the transaction. The spending in cents will not be counted in calculating point earned for any transaction.

Points earned will be credited to the Tomato Club APP account within 2 business days after the transaction.

Points used will be deducted from the Tomato Club account instantly. The expiry date of the points is the same as that of the Tomato Club APP Membership. All unused points will be voided upon expiration of the Tomato Club Membership APP.

To enjoy the privileges, member must present the Tomato Club APP Member card at the time of payment. Late records will not be accepted under any circumstances.

Points cannot be transferred as gift or otherwise to other individuals and cannot be combined for use with points in other members' accounts.

Renew VIP membership for 1 year within 60 days before expiry upon one-time spending of HK\$300 (net price) at Italian Tomato Hong Kong.

“#” symbol to distinguish current VIP member has successfully renewed the membership at Membership and Reward Point Expiry Date. “#” will be displayed after the transaction is completed in 24 hours.

The renew VIP membership will be valid for 1 year after current VIP membership expired. The current VIP membership reward points and e-coupons cannot carry forward and will be forfeited. Those reward points and e-coupons will be available in 2 business days after the renewal of the VIP membership.

An app notification\* will be sent to our VIP member 60 days prior to the Membership and Reward Point Expiry Date as a reminder for those who would like to retain their VIP membership.

An in-app pop up message\* will be shown to our VIP member prior to 14 days and 7 days before the Membership and Reward Point Expiry Date when they open the Tomato Club mobile App, please complete the renewal procedure before the expiry date.

(\*In order to receive the app notification, please make sure your account is signed in.)

For the Members who have not renewed the VIP membership as the said period, the membership will become to Basic Membership afterwards. Those VIP membership reward points and e-coupons cannot carry forward and will be forfeited.

To be eligible VIP membership again, please follow as “Tomato Club APP Membership Application”.

Tomato Club's record (including but not limited to the record of point balance in each Tomato Club account) is conclusive.

Member is responsible for keeping I. T. H. K. Limited updated on their correct mobile phone number and e-mail address. I. T. H. K. Limited is not responsible for any loss as a result of a member's failure to notify I. T. H. K. Limited of any change of mobile phone number and e-mail address.

Members must register an email address which they frequently use. In case members forgot their password, a new password will be sent to this email address.

I. T. H. K. Limited take no responsibility for any undelivered SMS, push notifications or emails.

Email address submitted for registration must be authentic and valid. Each Email address can only be registered by one member. Duplicate registration of the same email address or holding more than one membership accounts by the same individual will not be accepted. I. T. H. K. Limited shall have the right to, without any prior notice, (i) suspend or terminate such membership; (ii) forfeit all the bonus points; and (iii) disqualify the member's rights of further reward redemption.

Members can check their latest point balance on the Tomato Club Mobile App. All point records in I. T. H. K. Limited system should prevail, final and conclusive. I. T. H. K. Limited will not accept any claim of missing bonus points after transaction. In the event of technical issues or any abnormal incidents that prevent Tomato Club Mobile App from retrieving information of a member's point balance from the system, I. T. H. K. Limited will not bear any responsibilities for any loss or damage.

Member has no right to participate in the constitution, operation or management of the Tomato Club Membership Program nor any right in or any claim to any assets of I. T. H. K. Limited.

In the event of any breach of the terms and conditions of the Tomato Club Membership APP Program, or the use of the Tomato Club APP membership is unauthorized, misconduct, fraudulent or otherwise unlawful, I. T. H. K. Limited has the right to stop one's participation in the Tomato Club Membership APP Program and/or immediately terminate one's Tomato Club Membership APP with or without notice. I. T. H. K. Limited will not be liable for any loss or damage resulting therefrom and also has the right to take action for recovery of any loss suffered by I. T. H. K. Limited as a result of the breach.

I. T. H. K. Limited reserves absolute right to terminate Tomato Club Membership Program at any time with reasonable notice, where reasonably practicable, without giving any reasons therefore. All rights and privileges of the member shall cease upon the termination of the Tomato Club Membership Program and I. T. H. K. Limited will not be liable for any loss or damage resulting therefrom.

Not all members will be eligible to participate in all promotions and I. T. H. K. Limited may from time to time impose other limitations on members' participation in any particular promotion. Members taking part in any promotion shall be deemed to have agreed to be

bound by any specific terms and conditions which may be imposed by I. T. H. K. Limited in relation to such promotion.

Member may terminate his/her membership at any time by informing I. T. H. K. Limited in writing. All unused points will then be voided and membership terminated.

In the event of any disputes arising from Tomato Club or the terms and conditions, I. T. H. K. Limited shall be the sole and final arbiter of such disputes and its decision shall be absolute and binding on the member.

A member's use of Tomato Club APP is deemed to be an acceptance of the Terms and Conditions of Tomato Club Membership Program. For the Terms and Conditions of Tomato Club Membership Program and I. T. H. K. Limited Privacy Policy Statement.

All personal information collected under the Tomato Club Membership APP Program shall be managed in accordance with the Personal Data (Privacy) Ordinance and the Privacy Policy Statement of I. T. H. K. Limited.

I. T. H. K. Limited reserves the right to amend the Terms and Conditions of Tomato Club Membership Program without prior notice. Member should regularly check whether this Terms and Conditions of Tomato Club Membership Program has been modified via Tomato Club Mobile APP, as the member's continued use of Tomato Club Mobile APP indicates the acceptance of any change to this Terms and Conditions of Tomato Club Membership Program. In case of any disputes, the decision of I. T. H. K. Limited shall be final.

If there is any discrepancy or conflict between the English and Chinese versions of these Terms and Conditions in Tomato Club Mobile APP, the English version shall prevail.

## Terms of Use (Website and Application)

Welcome to install, use and/or register as a member at <http://italiantomato.com.hk> ("this Website") and/or Application ("this Application") of I. T. H. K. Limited. Please read the following Terms of Use of this Website and/or this Application ("these Terms of Use") carefully. Your use and/or installation of this Website and/or this Application mean(s) that you have accepted these Terms of Use. If you are unwilling to be bound by these Terms of Use, please do not use this Website and/or this Application.

When you use this Website and/or this Application to register as a member, after you have completed the form and press the button "submit", it indicates that you have read and understood Terms and Conditions of Tomato Club and agreed to be bound by them.

I. T. H. K. Limited reserves the right to change or modify the contents of this Website and/or this Application at any time and has the right to unilaterally change these Terms of Use without notification. You should regularly visit this Website and/or this Application to find out whether these Terms of Use that are binding on you have been revised, as your continued use of this Website and/or this Application indicates your acceptance of any change to these Terms of Use. "You", "your", and "users" refer to any person and/or entity that accesses this Website and/or this Application for any reason.

### 1. Description of services

#### 1.1 Website

This Website provides information about us, news, member's area, online cake ordering service, menu, store location and contact Italian Tomato.

##### 1.1.1 System Requirements of online cake ordering service

In order to use this service, you are required to access the online cake ordering website through any internet connected devices including desktop computers, mobile phones or tablets. I. T. H. K. Limited recommends the following browsers for the best experience:

- Internet Explorer 11/ Chrome 31 / Firefox 27 / Safari 7 or above

- Recommended screen resolution: 1024x768

- Javascript and Cookies turned on

## 1.2 Application

This Application provides information about us, news, member card, online cake ordering service, menu, coupons, store location and how to contact us. This Application shall mean the software provided by I. T. H. K. Limited to offer services related to Italian Tomato Hong Kong to be used on Apple iOS and Android devices and any upgrades from time to time and any other software or documentation which enables the use of this Application. This Application allows you to access certain functionality available on <http://italiantomato.com.hk>. Such access will be governed by these Terms of Use.

### 1.2.1 Availability

This Application is available to handheld mobile devices running Apple iOS or Android Operating Systems. I. T. H. K. Limited will use reasonable efforts to make this Application available at all times. However, you acknowledge that this Application is provided over the internet and mobile networks and so the quality and availability of this Application may be affected by factors outside I. T. H. K. Limited reasonable control. I. T. H. K. Limited, its group of companies and sub-contractors do not beyond any responsibility whatsoever for unavailability of this Application, or any difficulty or inability to download or access content or any other communication system failure which may result in this Application being unavailable.

### 1.2.2 System Requirements

In order to use this Application, you are required to have a compatible mobile telephone or handheld device, internet access, and the necessary minimum specifications ("Software Requirements"). The Software Requirements are as follows: Only applicable to mobile devices using iOS 7.0 or above and designated mobile devices using Android 4.0 or above. The version of this Application software may be upgraded from time to time to add support for new functions and services.

## 2. Conditions of Use

All the information contained within this Website and/or this Application is for reference, interaction and purchase only. It is for individual use only and should not be used for

commercial purposes. For this Website and/or this Application, you will not, nor allow third parties on your behalf to:

(i) make and distribute copies;

(ii) in any way, disseminate, announce, spread, revise, display or sell any of the contents of or the products described;

(iii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate; or

(iv) create derivative works of any kind whatsoever.

2.1 I. T. H. K. Limited reserves the right to amend or withdraw this Application, or charge for this Application or service provided to you in accordance with these Terms of Use, at any time and for any reason. You acknowledge that the terms of agreement with your respective mobile network provider ("Mobile Provider") will continue to apply when using this Application. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing this Application or any such third-party charges as may arise. You accept responsibility for any such charges that arise.

### 3. Membership management and responsibilities

When registering as a member, you may need to select the username and password. You must keep your username and password confidential and should use such username and password for any activity. I. T. H. K. Limited will not be responsible, whether or not you are aware of it, for any loss caused by activities carried out by stolen username and password and in this case you agree to remain responsible for any activity carried out by such username and password or any loss caused to I. T. H. K. Limited because of that.

If you breach any of these Terms of Use, or I. T. H. K. Limited suspects that you breach any of these Terms of Use, or I. T. H. K. Limited believes that your actions have violated applicable laws or damaged the interests of I. T. H. K. Limited, its affiliates or other users, I. T. H. K. Limited reserves the absolute right to without notice to you revoke your membership registration and qualifications, or terminate your access to this Website and/ or this Application or use its service, and take legal action against you.

### 4. Member Area



This Application allows you to collect and redeem Points. Such use will be governed by the Terms and Conditions of Tomato Club Membership Program.

The Tomato Club Member Area and its services provided in this Website and/ or this Application are only for the use of the individual Tomato Club member. Access rights may not be transferred. Members may be asked to provide personal identification for verification. I. T. H. K. Limited reserves the right to suspend this service or any parts of the service for repairs, maintenance, upgrades or any other work I. T. H. K. Limited deems appropriate without prior notice.

#### 5. Online Cake Ordering Service

As the system is being upgraded, Italian Tomato Online Cake Ordering and Cake Ordering Hotline do not support Tomato Club Mobile Application points reward program. All coupons and points of Italian Tomato Club Mobile Application cannot be used or earned through Online Cake Ordering and Cake Ordering Hotline until further announcement.

The Online Cake Ordering Service is opened to Tomato Club members and non-members in Hong Kong. Tomato Club is not transferable or assignable and is for the member's personal use and benefit only. Verification of the member's identity may be required. As Tomato member, you will need to use your Tomato Club number or registered email address and your password to login and place order through the Online Cake Ordering System. As Non-Tomato Club member, you can place order at Online Cake Ordering System as Guest. Users are held fully responsible for all the actions taken while using this service.

## 6. Promotional activities

I. T. H. K. Limited will periodically carry out promotional activities on this Website and/or this Application. If the promotional activity involves winning or accumulating points or other rewards, I. T. H. K. Limited will be the final arbitrator of the total number of points awarded according to its records and you shall not dispute such decision.

## 7. Personal Information Collection Statement

When you use and/or register as a member of this Website and/or this Application, you may have to provide to I. T. H. K. Limited your information (including but not limited to your name, gender, age range, contact details and email address) ("Data"). You agree to provide to I. T. H. K. Limited such information voluntarily.

You acknowledge and agree that for the purpose of providing you certain services (e.g. online queuing services, delivery of e-coupons), I. T. H. K. Limited may use or combine your personal information with other information including but not limited to the location data and the International Mobile Equipment Identity number accessed in your mobile device. You hereby give your consent to I. T. H. K. Limited to access such information in your mobile device.

You assure I. T. H. K. Limited that the information you provide I. T. H. K. Limited is correct, truthful, valid and complete. If the information you provided is incomplete or incorrect, I. T. H. K. Limited will be unable to register you or provide or continue to provide related services, or may not allow you to enter or may discontinue your use of this Website and/or this Application. Otherwise, I. T. H. K. Limited has the right, without notice, to cancel your registrations and qualifications and/or refuse to allow you to use this Website and/or this Application or its services at the present time or in the future. For details of Personal Information Collection Statement, please refer to I. T. H. K. Limited Privacy Policy Statement.

## 8. Underage persons

This Website and / or this Application is open to individuals aged eighteen (18) or above. If you are twelve (12) years or older but under the age of eighteen (18) years and wish to become a Member, you will need your parent's or legal guardian's consent before completing the Membership Scheme registration. I. T. H. K. Limited is not obliged to check your age but if it is found that any user is underage, I. T. H. K. Limited reserves the right to

take action against such user or his/her parents/guardian including cancelling your membership registration or refusing your access to this Website and/or this Application.

#### 9. Intellectual Property Rights

Tomato Club Mobile APP and any Information available in it including, but not limited to, text, graphics, icons, images, software, source code and trademarks, are protected by copyright, design, trademark and other intellectual property rights owned or controlled by I. T. H. K. Limited, I. T. H. K. Limited licensors and/or Third Party Service Providers. You may not copy, reproduce, republish, upload, download, post, transmit, store in retrieval system, modify, alter or display in public or distribute in any way the contents or any part of Tomato Club Mobile APP for any purpose without our prior written permission.

#### 10. Legal use of Website and Application

You can only use this Website and/or this Application for legal purposes and cannot use this Website and/or this Application to, in any way, infringe the intellectual property rights of any other person or invade the privacy of other users or acquire their identities or any other personal details, or damage any part of this Website and/or this Application, the Materials and/or products provided in this Website and/or this Application. You have the responsibility to judge whether any of your actions will infringe the rights as described above.

You shall not, in any way, change any Materials or product provided in this Website and/or this Application and shall not interfere with the operation of this Website and/or this Application in any way, including but not limited to, transmitting software viruses or transmitting any computer code or message designed to shut down, interfere with or change the operation of this Website and/or this Application. You shall also not use this Website and/or this Application or other method to collect the details of other users.

Without express permission from I. T. H. K. Limited, this Website and/or this Application or any part thereof shall not be reproduced, copied, printed, sold, transferred or used for any commercial purposes.

#### 11. Disclaimer of Warranties; Liability Limitations

We do not represent or warrant that Tomato Club Mobile APP will always be available and meet your requirements, that access will not be interrupted, that there will be no delays,

failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile phone. You have sole responsibility for providing adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for viruses or other destructive properties. We make no representations or warranties regarding the accuracy, functionality or performance of any third-party software that may be used in connection with Tomato Club Mobile APP. You expressly agree that your use of, or inability to use, Tomato Club Mobile APP is at your sole risk. Tomato Club Mobile APP and goods and services delivered to you through Tomato Club Mobile APP are provided on an "as is" basis 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 non-infringement. In no case shall I. T. H. K. Limited, its directors, employees and Third Party Service Providers be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from your use of Tomato Club Mobile APP or for any other claim related in any way to your use of Tomato Club Mobile APP, 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 Tomato Club Mobile APP even if advised of their possibility.

## 12. Compensation

In the event of any compensation claim, program, damage compensation, injury, debt, loss, costs and expenditure (including reasonable legal costs and expenditure) arising from the user's infringement of these Terms of Use or illegal behaviour, the user agrees to compensate I. T. H. K. Limited and its affiliates, related companies, associated companies, senior employees, agents, joint brand owners or other partners and employees, defend them and prevent them from loss.

## 13. Governing Law

These Terms and Conditions shall be governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("HKSAR") and I. T. H. K. Limited and you agree to submit to the exclusive jurisdiction of the courts of the HKSAR.

## 14. Contact

If you wish to contact I. T. H. K. Limited for matters regarding this website or this Application or these Terms of Use, please send your written request to the following address:

Email: [info@italiantomato.com.hk](mailto:info@italiantomato.com.hk)

Address: Unit G, 6/F, Wah Lik Industrial Centre,  
459-469 Castle Peak Road, Tsuen Wan  
Hong Kong

(Updated on 3 November 2022)

申請成為會員：

申請人必須先下載 **Tomato Club** 手機 APP，並透過 **Tomato Club** 手機 APP 進入版面，登記電郵地址以建立 **Tomato Club** 賬戶。每個有效之電郵地址只可登記一次。

申請人在成為會員之前於 **I. T. H. K. Limited** 的任何消費均不能賺取積分。

申請人必須在首次登記消費紀錄後 60 日內，以同一個賬戶累積消費滿\$1000，方可申請成為尊尚會員。(本高砂屋產品除外)

上述的 60 日限期是指第一次登記消費紀錄之後的 60 日內。如首次登記紀錄為 2020 年 9 月 1 日，最後限期為 2020 年 10 月 30 日。

**Tomato Club** 手機 APP 內之累積消費金額紀錄將於完成交易後 24 小時內更新。申請人可透過 **Tomato Club** 手機 APP 查閱累積消費紀錄。一切紀錄以 **I. T. H. K. Limited** 紀錄為準，不得異議。

累積消費金額只計算申請人於 **I. T. H. K. Limited**(本高砂屋產品除外)惠顧的消費金額。

記錄於不同 **Tomato Club** 手機 APP 賬戶內之消費金額，不可合併計算。

**Tomato Club** 手機 APP 只適用於運行 iOS 7.0 及 Android 4.0 或以上版本操作系統之指定型號手機。

**Tomato Club** 手機 APP 尊尚會員：

**Tomato Club** 手機 APP 尊尚會員會籍有效期為一年。

**Tomato Club** APP 會籍只供本人使用，不得轉讓予他人，使用會籍時，會員可能須要出示身份證明文件，以茲核對。

會員必須於結賬前出示其有效之 **Tomato Club** 手機 APP 或登入 **Tomato Club** 手機 APP 成功認證會員身份，方可享用折扣/賺取及使用積分/電子優惠卷，否則是次消費將不能享用會員獎賞。電話擷取螢幕截圖之頁面恕未能證明作為會員的身份鑑別，均不予接受。

尊尚會員於香港 Italian Tomato 旗下各品牌餐廳(1月1日、2月14日、母親節、12月24至26日及31日除外)；及蛋糕店，不適用於購買本高砂屋產品、節日蛋糕及推廣蛋糕。3. 堂食加一服務費須以原價計算。

Tomato Club 會員優惠不可與其他優惠或折扣同時使用。

於香港 Italian Tomato 每消費滿\$1 可獲 1 積分，累滿 500 積分，即可於下次惠顧作\$10 使用。(本高砂屋產品除外)

會員於 I. T. H. K. Limited 分店惠顧產品(本高砂屋產品除外)，積分以每次消費折扣後交易金額計算，小數點後之消費金額不作計算。

賺取的積分將於交易後 2 個工作天內更新。

使用積分將於付款時即時扣減。積分有效日期與 Tomato Club APP 會籍有效日期相同，未用的積分將隨會籍逾期而無效。

會員必須於付款前出示 Tomato Club APP 會員卡方可享優惠，任何情況下如未能出示有效之 Tomato Club 會員卡，該次消費將不能獲取或使用積分，過後恕不補計。

積分不可轉贈或轉移給他人使用，亦不可與其他會員之積分合併使用。

尊尚會員可於會籍到期日前 60 日內作一次性消費滿\$300(淨價)即可自動續會，會籍有效期為一年。

尊尚會員成功完成續會之消費後，將會以“#”號之符號作提示；“#”號會於完成交易後 24 小時內更新，並顯示於會籍及積分到期日之後。

新會籍將於現有會籍到期後才生效，現有會籍之積分及電子優惠券均不能累積到新會籍，逾期作廢，恕不另行通知。而新會籍電子優惠券將於成功續會後 2 個工作天內更新。

尊尚會員將在會籍到期前第 60 日收到由 Tomato Club 手機 APP 發出的續會推送通知\*，並提醒會員如有意欲續會，請在到期日前消費以便完成續會手續。

當尊尚會員在到期日前分別第 14 日及第 7 日仍未完成續會手續時，在此期間登入 Tomato Club 手機 APP 內，會顯示出彈出通知\*，再次提醒會員請在到期日前消費以便完成續會手續。

(\*會員需保持 Italian Tomato Club 手機 APP 在登入狀態下方可收到以上推送通知。)

如未能在到期日前成功續會之會員，會籍將會變更為基本會員，原有尊尚會籍之積分及電子優惠券均不能累積到基本會籍，逾期作廢，恕不另行通知。如要再次升級為尊尚會員，請查看“申請成為會員”部分。

Tomato Club 會員賬戶內之積分結餘以 I. T. H. K. Limited 的紀錄為準，不得異議。

會員須向 I. T. H. K. Limited 提供有關其手提電話、電郵地址之最新確實詳情。I. T. H. K. Limited 不會就因會員未能通知其手提電話號碼或電郵地址之更改而導致的任何損失承擔任何責任。

會員必須登記最常用的電郵地址。如會員忘記密碼，重新設定的密碼將傳送至此電郵地址。

I. T. H. K. Limited 概不承擔任何未能成功傳送的手機短訊、推送通知或電郵之責任。

登記的電郵地址必須為真實及有效。每個會員只可用一個電郵地址登記帳戶，所有重複電郵地址登記，或一人擁有多個帳戶均不會被接納，否則 I. T. H. K. Limited 有權暫停或終止該會員的資格，並會取消所有積分及電子優惠券的資格，而無須事先通知。

會員可透過手機應用程式翻查最新積分紀錄，惟所有積分紀錄以 I. T. H. K. Limited 系統為準，恕不接納任何於交易後補領積分的要求。如因技術問題或任何其他異常情況阻礙系統取回有關 Tomato Club 會員的積分結餘資料而造成任何損失，I. T. H. K. Limited 一概不負上任何責任。

會員對 Tomato Club 之組織、運作或管理無權參與，亦對 I. T. H. K. Limited 之任何財產無任何權利或追索權。

若有違反 Tomato Club APP 會員計劃條款及細則，或 Tomato Club APP 會籍的使用構成未經許可行為、不檢行為、欺詐行為或其他非法行為，I. T. H. K. Limited 有權停止有關人士參與 Tomato Club APP 會員計劃並／或即時終止有關人士的會籍（不論是否發出通知）。I. T. H. K. Limited 不會承擔因此而引起的損失或損害，並有權採取行動要求補償因任何違反 Tomato Club 計劃之行為而導致 I. T. H. K. Limited 遭受的任何損失。



I. T. H. K. Limited 保留絕對權利於任何時間，在合理可行的情況下，透過給予合理的通知，終止 Tomato Club 會員計劃的運作，無須給予任何理由。會員之一切權利及優惠即告終止。I. T. H. K. Limited 將不會承擔因此而引致的損失或損害。

並非所有會員均有資格參與所有推廣活動。I. T. H. K. Limited 可就會員參與任何特別推廣活動的權利施加其他限制。而所有參加推廣活動之會員皆被視為已接受 I. T. H. K. Limited 就該等活動訂明之任何特定條款及條件所限制。

會員可隨時以書面通知 I. T. H. K. Limited 終止其 Tomato Club 會籍，屆時任何未使用之積分將予註銷，會員資格亦會被終止。

因 Tomato Club 會籍引起之任何糾紛，以 I. T. H. K. Limited 為唯一及最終審裁人，所作出裁決，對會員有完全約束力。

Tomato Club APP 一經使用，即表示會員已接納 Tomato Club 會員計劃條款及細則。有關 Tomato Club 會員計劃條款及細則，以及 I. T. H. K. Limited 之私隱政策及聲明。

I. T. H. K. Limited 會根據個人資料（私隱）條例及 Tomato Club 的私隱政策及聲明處理在 Tomato Club 會員計劃下取得的個人資料。

I. T. H. K. Limited 保留隨時修訂 Tomato Club 會員計劃條款及細則或取消 Tomato Club 會員計劃之權利而無須事先通知。會員應定期透過 Tomato Club 手機 APP 查看 Tomato Club 會員計劃條款及細則是否有所修改，因為會員對 Tomato Club 手機 APP 的持續使用即表明會員接受 Tomato Club 會員計劃條款及細則的任何變更。如有任何爭議，I. T. H. K. Limited 保留最終之決議權。

Tomato Club 會員計劃條款及細則的中、英文版本若有歧異之處，概以英文版本為準。

## 網站及應用程式使用條款 Terms of Use (Website and Application)

歡迎閣下安裝、使用或／及登記成為 I. T. H. K. Limited <http://italiantomato.com.hk> 網站（下稱「本網站」）或／及應用程式（下稱「本程式」）的會員。請仔細閱讀本網站及本程式的使用條款（下稱「使用條款」）。鑒於閣下對本網站或／及對本程式的安裝或／及使用意味著閣下已接受以下條款，故如閣下不想接受下列條款的約束，請勿使用本網站或／及本程式。

當閣下使用本網站或／及本程式登記成為會員，填妥會員登記表格及按下「遞交」鈕，即表明閣下已詳細閱讀及瞭解 **Tomato Club** 會員計劃條款及細則，亦同意受有關條款及細則所約束。

I. T. H. K. Limited 保留權利可隨時更新及更改本網站或／及本程式內容，並有權單方面修改使用條款而不另作通知。閣下應定期瀏覽本網站或／及本程式，以瞭解對閣下具有約束力的使用條款是否有所修改。在此，「閣下」和「使用者」乃指以任何理由或目的進入本網站或／及本程式之所有個別人士及／或實體。

### 1. 服務內容

#### 1.1 網站

本網站提供公司簡介、最新消息、會員專區、蛋糕網上自助訂購、餐目、分店位置及聯絡 **Italian Tomato** 的方法。

##### 1.1.1 「網上蛋糕訂購」系統要求

閣下必須透過任何連接到互聯網的電腦、流動電話或平板電腦使用 **Italian Tomato** 網上蛋糕訂購系統進行訂購。I. T. H. K. Limited 建議閣下使用下列之瀏覽器，達致最佳瀏覽效果：

- Internet Explorer 11 / Chrome 31 / Firefox 27 / Safari 7 或以上
- 建議解像度：1024 x 768
- 必須啟動 Javascript 及 Cookies

#### 1.2 應用程式

本程式提供關於我們、最新消息、會員卡、餐牌、網上蛋糕自助訂購、優惠券、分店位置及聯絡 **Italian Tomato** 的方法。有關 **Italian Tomato** 服務應用於運行 **Apple iOS** 及 **Android** 系統裝置上的應用程式，包括本程式的不時更新的版本，以及所有令本程式可被使用的軟件或文件。本程式容許閣下使用 <http://italiantomato.com.hk> 網站的部分功能。當閣下使用該等功能時，將受本使用條款約束。

### 1.2.1 可用性

本程式適合於裝有 Apple iOS 或 Android 系統的手持裝置上。I. T. H. K. Limited 將合理地作出努力，讓本程式於任何時候均可使用。然而，閣下亦同意本程式乃經互聯網及移動網絡提供，其品質或可用性將受外界因素影響，而 I. T. H. K. Limited 對此等因素未必能合理地控制。當本程式無法使用、內容難以或無法下載或使用，或因通訊系統故障令本程式無法使用時，I. T. H. K. Limited 以至其承辦商，均不會承擔任何責任。

### 1.2.2 系統要求

閣下必須擁有兼容及有上網功能的流動電話、手持裝置、流動網絡連接，並符合最基本的規格要求（「軟件要求」），方能使用本程式。該等軟件要求如下：只適用運行 iOS 7.0 或以上及 Android 4.0 或以上版本操作系統之指定型號手機。該等軟件要求，或將被不時升級，以支持新功能及新服務。

## 2. 使用條件

本網站或／及本程式所包含的資訊僅供參考、互動及購物之用，只為個人使用而不能作任何商業使用。閣下不可進行，亦不可容許第三者以閣下名義於本網站或／及本程式進行：

- (i) 複製並將複製本加以分發；
- (ii) 以任何方式散佈、公佈、傳播、修訂、展示、銷售其內容或產品；
- (iii) 試圖複製、重建、修改、修飾、進行逆向工程、分拆、反編碼、傳輸、交換或翻譯；或
- (iv) 從其中創造衍生性作品或對之加以利用。

2.1. I. T. H. K. Limited 保留權利隨時及以任何理由修改或撤回本程式，或就使用本程式或享用本程式所提供的服務，按本使用條款向閣下收取費用。閣下確認並同意閣下與流動網絡供應商所簽訂的合約條款，於使用本程式時將繼續適用。因此，閣下在接通網絡使用本程式期間，或將被該流動網絡供應商收取網絡連接費用或其他第三方費用。閣下同意自行承擔此等費用。

## 3. 賬戶保管及責任

在登記成為會員時，閣下可能須選取用戶名稱及密碼。閣下必須對用戶名稱及密碼保密，並負責以該用戶名稱及密碼而進行的任何活動。I. T. H. K. Limited 不負責任何在閣下知情與否下，因他人盜用閣下用戶名稱及密碼而進行的任何活動而帶來的損失，但在這情況下，閣下同意仍必負責以該用戶名稱及密碼而進行的任何活動或因此為 I. T. H. K. Limited 帶來的損失。

若閣下違反任何使用條款，或 I. T. H. K. Limited 懷疑閣下違反任何使用條款，或 I. T. H. K. Limited 相信閣下之行為已違反適用之法例或損害 I. T. H. K. Limited、其關聯公司或其他用戶的利益，I. T. H. K. Limited 保留絕對權利於閣下不獲知會的情況下撤銷閣下的會員登記及資格，或終止閣下進入本網站或／及本程式及使用其服務，並向閣下採取法律行動

#### 4. 會員專區功能

閣下可透過本程式賺取及使用積分。此用途須受 Tomato Club 會員計劃條款及細則約束。

本網站及本程式內的會員專區及其服務只開放予 Tomato Club 會員，使用權不可轉讓。會員可能會被要求提供身份證明以核實身份。I. T. H. K. Limited 有權不作事先通知而暫停該服務或其任何部份，以作維修、保養、更新或其他 I. T. H. K. Limited 認為適合的工作。

#### 5. 網上蛋糕訂購功能

由於系統正在升級，網上蛋糕訂購服務及訂購熱線暫不支援 Tomato Club 手機程式會員積分計劃，並且不能賺取或使用手機程式內的積分或電子優惠券。

網上蛋糕訂購服務開放予香港 Tomato Club 會員及非會員使用。Tomato Club 會員使用權不可轉讓，Tomato Club 會員可能會被要求提供身份證明以核實身份。Tomato Club 會員須以 Tomato Club 登記之電郵地址及 Tomato Club 個人密碼登入網上訂購系統進行訂購服務。非會員可以訪客身份進入網站進行訂購。所有使用者須為進入網上訂購系統之後的一切活動負責。

#### 6. 促銷活動

I. T. H. K. Limited 將不時在本網站或／及本程式上進行促銷活動。如有關促銷活動涉及賺取或累積積分或其他獎賞，則應以 I. T. H. K. Limited 根據其紀錄所確定的積分點數為最終決定，閣下對 I. T. H. K. Limited 之最終決定不得異議。

#### 7. 個人資料收集聲明

當閣下使用本網站或／及本程式或／及登記成為會員，閣下可能須向 I. T. H. K. Limited 提供閣下的個人資料（「資料」），包括但不限於閣下的姓名、性別、年齡群組、聯絡資料和電子郵件地址。閣下同意此等資料是閣下自願向 I. T. H. K. Limited 提供的。當閣下使用本程式即表示確認並同意，為了向閣下提供某些服務，I. T. H. K. Limited 可能會將閣下的個人資料跟其他從閣下的手提電話取得的資料（包括但不限於位置資

料、國際移動設備辨識碼) 合併使用。閣下現同意 I. T. H. K. Limited 可從閣下的手提電話取用該等資料。

閣下須向 I. T. H. K. Limited 保證所提供的資料為準確、屬實、有效和完整的。若閣下提供的資料不齊全或不正確，I. T. H. K. Limited 將無法向閣下提供或繼續提供有關服務，或可能不容許或終止閣下進入本網站或／及本程式。否則，I. T. H. K. Limited 有權在閣下不獲知會的情況下取消閣下的會員登記及資格或／及拒絕閣下於現時或將來使用本網站或／及本程式及其提供之服務。有關個人資料收集，詳情請參閱 I. T. H. K. Limited 的私隱政策及聲明。

## 8. 未成年人士

本網站或 / 及本程式適用於十八歲或以上人士。如申請人的年齡介乎十二歲至十七歲而希望成為會員，申請人需於登記前得到父母或監護人的同意。I. T. H. K. Limited 沒有義務核實閣下的年齡，但如果發現本網站或／及本程式的任何使用者未達法定年齡，I. T. H. K. Limited 保留向此等使用者或其父母或監護人採取行動的權利，包括取消閣下會員登記的權利及終止閣下進入本網站或／及本程式。

## 9. 知識產權

Tomato Club 手機 APP 及其內有關資料包括但不限於文字、圖像、標誌、照片、軟件、原始代碼及商標等均被 I. T. H. K. Limited, I. T. H. K. Limited 的許可人及/或第三方服務提供者其擁有或控制的版權、設計、商標和其他知識產權保護。在未經我們事先以書面同意之情況下，嚴禁任何複製、再造、再版、上傳、下載、發布、傳輸、存儲於可恢復系統、修改、改變或公開發放或以任何形式傳閱 Tomato Club 手機 APP 或任何 Tomato Club 手機 APP 的內容以於其他目的用途上。

## 10. 網站及應用程式的合法用途

閣下只可使用本網站或／及本程式作合法用途，不可利用本網站或／及本程式以任何方式侵犯別人的知識產權；或侵犯本網站或／及本程式上其他使用者之私隱以獲取其身份或任何個人資料；或破壞本網站或／及本程式、物料或／及商品之任何部分。閣下有責任判斷是否作出上述之侵權行為。

閣下不得以任何方式竄改任何材料或商品，也不不得以任何方式干擾本網站或／及本程式的運營，包括但不限於傳輸軟件病毒，或者傳輸專門用來中斷、干擾或改變本網站或／及本程式運營的任何計算機代碼或消息。閣下亦不得利用網站或其他方式收集本網站或／及本程式其他使用者的資料。

在沒有 I. T. H. K. Limited 明確的許可下，本網站或／及本程式或其任何部分均不得翻版、複製、翻印、售賣、轉售或以其他方式利用本網站或／及本程式作商業用途。

#### 11. 免責聲明和責任限度

我們並不保證 Tomato Club 手機 APP 常可使用並符合閣下以下之要求：該使用不會被中斷、不會有任何延誤、故障、錯誤、遺漏或丟失任何傳送中的訊息、不含病毒或其他在傳送上產生的感染或破壞性因素、不會損害用戶手機等。因此，閣下應自行承擔責任提供足夠保護、數據及/或設備備份，及進行合理和合適的預防措施以掃描病毒或其他破壞性因素。Tomato Club 手機 APP 的第三方軟件之準確性、功能性及其性能。閣下明確同意對於能否使用 Tomato Club 手機 APP 將獨自承擔相關風險。Tomato Club 手機 APP 以及透過 Tomato Club 手機 APP 提供的商品和服務是以「現狀」的方式提供給閣下使用，不附帶任何明示或隱含的保證，包括對適銷性、對特定用途的適用性、所有權及不侵權的所有默示保證。在任何情況下，因閣下使用 Tomato Club 手機 APP 而引起的任何直接、間接、附帶、懲罰性、特殊或後果性的損害賠償或者在任何方面對有關使用 Tomato Club 手機 APP 的索償，包括但不限於內容中的任何錯誤或遺漏、由於使用 Tomato Club 手機 APP 所張貼、傳達或提供的內容(或有關商品)而發生的任何損失或損害(就算有告知其可能性)，I. T. H. K. Limited、其董事、僱員、第三方服務提供者均一概不會為此承擔任何責任。

#### 12. 賠償

如因閣下涉及違反使用條款的行為或不合法行為而引起任何的一切索賠、程式、損害賠償、傷害、債務、損失、費用和開支（包括合理的律師費用和開支），閣下同意向 I. T. H. K. Limited 及其子公司、相關公司、關聯公司、高級職員、代理商、共同品牌所有人或其他合夥人及僱員作出補償，為其辯護並使其免受損害。

#### 13. 適用法律

本條款受中華人民共和國香港特別行政區的法律管限。I. T. H. K. Limited 及閣下同意接受香港特別行政區法院的專有司法管轄權所限。

#### 14. 聯絡方法

閣下如希望就本網站或本程式或本使用條款的事宜聯絡 I. T. H. K. Limited，請將閣下的要求以電郵或書面方式寄送到下列地址：

電郵地址：info@italiantomato.com.hk

地址：香港荃灣青山道 459-469 號華力工業中心 6 樓 G 室

(更新日期: 2022 年 11 月 3 日)