

本規章羅列了在利用 ABC COOKING STUDIO 提供的課程服務時需要明白和注意的重要事項。在考慮參加和訂立合約時，請先詳細閱讀。

#### 第 1 條(定義)

本規章內，以下用語將根據以下定義闡釋。

1. 「本公司」指 ABC Cooking Studio Hong Kong Limited。
2. 「ABC COOKING STUDIO」指本公司經營的烹飪工作室。
3. 「會員」指在同意本規章之情況下申請加入了 ABC COOKING STUDIO 的個人客戶。
4. 「本課程」以及「課程」指 ABC COOKING STUDIO 出售之烹飪課程、麵包課程、蛋糕課程等以次數制度訂立的課程。
5. 「工作室」指 ABC COOKING STUDIO 的每一個烹飪工作室。
6. 「本公司網站」指本公司營運的下列網頁(包括在網頁內需要先登入的會員網站)。  
PC·智能手機 URL: <http://abc-cooking.com.hk/>

#### 第 2 條(入會及訂下合約)

1. 入會是指在同意本規章下申請加入 ABC COOKING STUDIO 成為會員，而訂立合約則是指申請參加 ABC COOKING STUDIO 所舉辦的課程。
2. 期間限定的課程、工作室地點限定的課程或其他特別課程，有可能因應本公司所制定之準則，入會年齡和性別等條件可能會有不同。
3. 任何人入會時必須辦理本公司所訂立的申請手續。※辦手續時請選擇使用現金或信用卡付款。如使用現金付款，請在訂立合約時於分店付款。
4. 會員本人簽署的內容(包括以電子形式簽署、書面簽署或線上填寫之資料)，全部將視為會員本人自願申報。
5. 會員使用信用卡付款時會按照各信用卡公司的合約內容辦理。有關更改信用卡還款方式等查詢，請直接與有關信用卡公司聯絡。
6. 入會時本公司會徵收 HKD800 的入會費。在登錄成為會員後，再購買額外或其他類別之課程時將不需要再繳付入會費。
7. 有關推廣優惠、團體優惠等各種優惠，請在訂立合約時提出申請。訂立合約後的申請恕不受理。有關推廣及團體等各種優惠的內容，請到各工作室查詢確認。

#### 第 3 條(ABC Cooking Studio Membership Card)

1. 本公司會向每一位會員發行一張會員卡。
2. 會員卡背面記載的 10 位數字為會員編號，會在預約課堂、上課、更新申請資料和查詢時使用。
3. 在任何情況下會員卡及會員資格一律不得租借或轉讓。
4. 如有遺失，請到工作室辦理重新發行的手續。再發行時會收取 HKD50 的再發行手續費。

#### 第 4 條(課程規則)

1. 本公司出售的所有課程之內容、價錢、有效期等服務之詳細內容將會另行制定，詳情請參閱工作室及本公司網站和小冊子。
2. 各個課程的上課時間表會因應工作室而異。另外，時間表有可能因應情況而有所更改，因此請留意本公司網站或工作室之告示。
3. 休息日會因應各工作室而有所不同。事前請跟上課地點的工作室確認。
4. 各個工作室的服務內容可能存有差異，關於服務內容請向各工作室查詢。
5. 各課程也設有稱為「課程限期」的有效限期，請會員各自管理有關課程之限期。課程限期以 ①事前已訂下之有效限期，或 ②修畢合約課程該月份的最後一天，以兩者時間較早的一天為準。即使課程限期只超過一天也將視為無效。已失效之課程，其原有之相關權利如上課、享用附帶之服務、解約、退款等均將不獲受理。
6. 會員如在超過所定時間範圍內遲到上課、取消上課或缺席(包括因為「上課枷鎖」而發生之上述情況)、以及作出本公司視為等同於缺席之早退，均會徵收取消罰款。取消罰款是指沒收該預約了的科目課堂之所付費用(會員將不能參加該課堂)。
7. 在下列情況下，本公司會實行「上課枷鎖」。上課枷鎖指禁止會員上課及停止有關的附帶服務。在上課枷鎖實行期間，會員將不能參加任何課堂，但預約課堂不在此限。即便是因為上課枷鎖而發生之取消課堂或缺席，也須根據前項所定，繳交取消罰款。上課枷鎖會按本公司規定和判斷作出解除。
  - (1) 未完成有關付款之登記，或在繳付課堂費、材料費及解約費用等事宜上有遲滯時(包括信用卡付款)。
  - (2) 進行違反本規章，以及擾亂公眾風俗秩序、明顯地騷擾講師和其他會員的行為時。
  - (3) 其他本公司判斷認為難以提供相關服務的情況。

#### 第 5 條(預約規則)

1. 課堂全部屬預約制。
2. 預約課堂時，可以致電工作室(課堂前一個工作天之下午 5 時前)，又或是透過本公司網站(24 小時受理)，或者透過工作室設有的觸摸屏等方法辦理。
3. 電話預約時請在辦公時間內直接致電工作室(有關辦公時間請向工作室查詢)。另外，以電話預約之後，本公司強烈建議會員透過本公司網站再度確認預約課堂之內容。請會員自己管理預約事宜。關於預約課堂，本公司不會主動向會員發出確認。
4. 要取消預約了的課堂，限期如下：  
透過本公司網站：在課堂前一天的中午 12 時前完成取消手續  
向工作室(舖面、電話)提出申請：在課堂前一個工作天的中午 12 時前完成取消手續  
如於上列時間之後取消課堂，本公司會根據第 4 條第 6 項之規定，徵收取消罰款。所有已取消之課堂其已付之費用會沒收以作為罰款處理。
5. 本公司恕不接受會員本人以外人士作出的課堂預約。

#### 第 6 條(上課規則)

1. 圍裙可以在工作室租借使用。各學員亦可自備。基於衛生理由，本公司建議客人自備手巾。在麵包、蛋糕課程時，如遇雨天需要膠袋等盛載，請學員自行帶備。
2. 基於衛生理由，請把長髮束起。戒子、手錶、手鐲等手部裝飾物也請在上課前摘下。另外，在上烹飪課時，如塗有指甲油和指甲長的學員，請配戴手套。
3. 上課用的筆記日誌等請各自準備和抄寫。
4. 遲到有可能會騷擾到其他會員上課，因此請準時到達。遲到 10 分鐘以上的話，不論任何原因，亦會當作取消處理，不可上課。  
※在遲到/缺席時會按照第 4 條第 6 項規定徵收取消罰款。  
※因天災、意外、生病、受傷、慶弔(紅事白事)、交通情況等遲到之處理方法也跟前項一樣(如遇上大範圍的天災等時，本公司會發出免除取消罰款之公告，此情況屬例外)。
5. 上課學員因各種情況(包括身體不適等)於上課途中早退的話，因應其退出時的上課狀況，工作室會判斷他/她屬於缺席或是已上完該課。另外，如被判定為缺席的話，會按照第 4 條第 6 項之規定徵收取消罰款。
6. 只有已完成之課堂的食譜才可以取走。即使是訂立合約也好，本公司亦不能把未完成之課堂的食譜交給學員。此外，禁止任何複製和拍攝本公司的原創圖解食譜(以下簡稱原創食譜)之行為。
7. 在工作室內和上課時等的禁止事項如下：
  - (1) 試食時帶同上課人士以外的人進入工作室或一同進行試食(包括未成年人士)
  - (2) 在工作室內參觀和等待(包括未成年人士)
  - (3) 跟會員和本公司職員私下交流
  - (4) 工作室內吸煙
  - (5) 飲酒駕駛
  - (6) 其他所有在本規章記載之禁止事項和行為

#### 第 7 條(懷孕及產婦規則)

1. 懷孕期間，又或是產後未夠 1 年的女性，可以把有效限期延長 2 年。
2. 申請延長時必須仍在有效限期之內。
3. 查詢及申請延長，請到上課地點的工作室辦理。

#### 第 8 條(課程解約)

1. 在不得已的情況下需要途中解約的話，請到上課地點的工作室索取必要文件，填妥必要事項後交到該工作室。當本公司接受和開始辦理解約申請後，便會按照合約內容和已完成了的課堂內容作出核對，安排退款。
2. 解約手續只可以在解約限期內提出申請。一旦過了有效限期，解約申請和退款均不受理。
3. 解約行政手續費按各班級和課程內容羅列如下(解約申請表可以在工作室索取)：
  - (1) 在解約時，如該課程並未正式開始(即會員於該課程之上課履歷為空白狀態)，本公司將會收取該課程之購買金額之 10%作為手續費。
  - (2) 在解約時，如該課程已經開始，本公司將會收取該課程之剩餘金額之 5%作為手續費。
  - (3) 在解約時，每一個未考核之「ABC LICENCE」牌照資格，本公司將會收取其購買金額之 10%作為手續費。  
※在任何情況下，考核後的解約一律不會受理(考核結果不合格時亦同樣)。

#### 第 9 條(限制原創食譜、商標以及標誌的使用)

1. 無論什麼情況下，以下行為一律被嚴格禁止：
  - (1) 使用本公司原創食譜的插圖及其設計、商標和標誌。※於取得「ABC LICENCE」後用於個人的謀利活動亦同受此限

- (2) 把原創食譜以及所有在 ABC COOKING STUDIO 得到的刊物(正本及副本)轉售/轉讓到其他地方(包括網上拍賣等)。
- (3) 把原創食譜透過網絡等方式向公眾發放。
- (4) 把 ABC COOKING STUDIO 的標誌和其他 ABC COOKING STUDIO 的原創設計(刊物、網頁素材等)作私人用途。

#### 第 10 條(處理會員個人資料)

1. 關於本公司收集到的會員的個人資料之處理, 會以另外訂立的「有關收集及處理個人資料之方針」作準。

#### 第 11 條(其他)

##### 【工作室內的限制、注意事項】

1. 財物、貴重品等所有物品, 會員必須自己小心保管, 如有遺失、偷竊、意外、糾紛等, 本公司恕不負責。
2. 失物保管認領只限拾獲後 1 個月以內之物品。超過 1 個月的物品本公司將會廢棄。
3. 在任何情況下, 與本公司無關的活動(銷售和遊說等)一律禁止。
4. 會員只可以拍照或拍攝自己本人的完成品, 其他意圖的拍照和拍攝一律禁止。如會員希望與朋友 或/及 朋友的作品合照, 必須在得到本人同意下, 在容許的範圍內進行拍攝。所有侵犯肖像權、版權等行為均一律禁止。此外, 在未經本公司許可下, 在工作室外透過玻璃對工作室內進行拍攝等之行為也同樣禁止。

##### 【上述記載以外的限制、注意事項】

5. 在前往工作室途中遇上的意外、糾紛等, 本公司在任何情況下也不會負任何責任。即使是未成年的會員也同樣, 照顧他們的責任歸於監護人。
6. 在前往工作室時, 即使上課的會員是中學以上, 如監護人認為在途經繁華混雜的街道可能有危險, 請自行安排接送。
7. 會員如有食物敏感, 請事先查看宣傳單張的食譜一覽等, 自行作出判斷。萬一引起敏感症狀等, 本公司也不會負任何責任。
8. 會員如在醫院確診患有傳染性疾病, 或出現等同的症狀, 不論感染的症狀是什麼, 程度如何, 均不可以上課。請事先辦理取消預約的手續。如在不得已的情況下, 會員在工作室出現傳染性的症狀時, 請迅速通知工作室職員。如遇此情況, 將有可能不被允許繼續上課。  
※傳染性疾病: 麻疹、水痘、腮腺炎、感冒、咽結合膜熱等
9. 本公司不會因私人理由而作個別協調對應(包括本公司判斷為私人事宜的情況)。本公司提供之所有課程之內容、價格、上課時間和規則等, 會因應情況而有所更改(包括工作室結業)。如有任何更改, 本公司會假設會員已事前在下列形式之其中一項知悉及理解其公佈內容:  
•本公司網站   •在工作室張貼之海報   •小冊子
10. 如有必要, 本公司可能會修改本規章的全部或一部分。如遇該情況, 新的規章會於本公司網站發佈, 以後在發佈後1星期正式生效。
11. 關於本公司提供的其他服務(在 ABC COOKING STUDIO 實行的「體驗堂」及各種活動), 會按照本公司另行制定的規章和規則處理, 參加該等活動之人士請參照相關規定。

#### 第 12 條(颱風及黑雨)

1. 如遇 8 號風球, 因應懸掛時間, 將按以下規定實施停課。
  - (1) 上課期間懸掛 8 號風球
    - 已開始的課堂將會繼續進行。
  - (2) 8 號以上風球於早上已開始懸掛, 並於中午 12 時前轉 3 號或以下之風球
    - 下午 3 時前開課之課堂會取消。下午 3 時或之後開課之課堂如常
  - (3) 8 號以上風球於早上已開始懸掛, 並於中午 12 時後至下午 4 時前轉 3 號或以下之風球
    - 晚上 6 時前開課之課堂會取消。晚上 6 時或之後開課之課堂如常
  - (4) 8 號以上風球於早上已開始懸掛, 下午 4 時後轉 3 號或以下之風球
    - 當天餘下之所有課堂取消
2. 如遇黑色暴雨警告, 因應懸掛時間, 將按以下規定實施停課。
  - (1) 上課期間發出黑色暴雨警告
    - 已開始的課堂將會繼續進行。
  - (2) 黑色暴雨警告於早上開始發出, 並於中午 12 時前解除
    - 下午 3 時前開課之課堂會取消。下午 3 時或之後開課之課堂如常
  - (3) 黑色暴雨警告於早上開始發出, 並於中午 12 時後至下午 4 時前這段時間中解除
    - 晚上 6 時前開課之課堂會取消。晚上 6 時或之後開課之課堂如常
  - (4) 黑色暴雨警告於早上開始發出, 並於下午 4 時後解除
    - 當天餘下之所有課堂取消

因颱風以及黑雨造成之停課等通知, 本公司並不會獨立向每一位會員發佈。請會員自行到香港天文台網站等

(<http://www.hko.gov.hk/contente.htm>) 確認情況和作出判斷。

此外, 如會員非因為香港天文台發出的正式情報而作出因天氣惡劣而取消上課之判斷, 本公司會根據第 4 條第 6 項之規定徵收取消罰款。

#### 第 13 條(強制性退會)

1. 如發現會員作出違反本規章的行為, 或作出於本規章內限制或禁止的行為, 或可能作出其他以下行為, 本公司有權強制相關會員辦理退會手續。
  - (1) 侵害他人知識產權、版權、商標權等行為, 或任何會引致上述侵害之行為
  - (2) 欺騙以及以謀利為目的之其他不正當行為
  - (3) 歧視、中傷或誹謗其他會員、本公司職員或任何相關人士, 及可能有損他人名譽和信用的行為
  - (4) 騷擾到其他會員、本公司職員或任何相關人士的行為, 以及有該傾向的行為 (包括一切有損風化之行為), 以及其他犯罪行為
  - (5) 宣傳及推銷色情行業的活動
  - (6) 以特定宗教、政黨和思想主義為基礎的言行、推廣或行動 (派傳單等)
  - (7) 違反/可能違反法令的行為
  - (8) 與 ABC COOKING STUDIO 各種服務宗旨明顯有相違背的行為
  - (9) 令其他會員感到不快的行為, 以及可能構成騷擾的行為
  - (10) 飲酒過量
  - (11) 遲延付款 3 個月或以上
  - (12) 其他本公司判斷為在社會共識中不恰當的行為

#### 第 14 條(查詢)

1. 如對本規章之內容或對 ABC COOKING STUDIO 有其他不清楚之地方或疑問時, 請向上課地點的工作室查詢。

本人確認並同意以上會員規章之內容, 並領取了此規章。

如申請人未滿 18 歲, 請監護人在以下位置簽署。

### 會 員

#### 會員編號

姓名

簽署

日期       年       月       日

### U18 會員

#### 會員編號

姓名

簽署

日期       年       月       日

本人同意讓他/她在 ABC Cooking Studio 上課。

申請人及監護人

親屬關係

簽署

## ABC Cooking Studio Membership Terms and Conditions

May, 2017

This agreement outlines the important items we would like you to understand when attending “ABC Cooking Studio.” Please read thoroughly and understand all the items outlined below prior to signing of contract.

### 1. (Definitions)

In this agreement, the specific terms are defined as below:

- 1.1 ABC Cooking Studio Hong Kong Limited is hereinafter referred to as “Company”.
- 1.2 Cooking school conducted under Company’s management is hereinafter referred to as “ABC Cooking Studio”.
- 1.3 Any individual who enrolls in ABC Cooking Studio under this terms of agreement is hereinafter referred to as “Member”.
- 1.4 Cooking Course, Bread Course, Cake Course, and any other courses conducted in a series are hereinafter referred to as “Regular Course” and “course”.
- 1.5 Any individual cooking school operates by ABC Cooking Studio is hereinafter referred to as “Studio”.
- 1.6 The website operates by the Company (including the members-only site that would require logging in from homepage) is hereinafter referred to as “Company’s website”.

PC·Smartphone URL : <http://abc-cooking.com.hk/>

### 2. (Enrolment and Contract)

- 2.1 Enrolment refers to the acceptance of the terms and conditions outlined herein, and applying for the ABC Cooking Studio membership, while Contract refers to the applications into ABC Cooking Studio’s courses.
- 2.2 In case of extra courses such as limited-time courses, studio specific courses, special courses, etc. there may be different conditions for the applicants such as age or gender, as determined by the Company.
- 2.3 For membership applications, one must follow a set of procedures. □For payment, please choose between credit card and cash payment. In case of cash payment, one shall pay at Studio. In case of credit card payment, it shall be paid in full.
- 2.4 Any application data provided along with the member’s own signature (including electronic and handwritten signatures, and information inputted online) shall be deemed as declaration solely by no one else but the member him/herself.
- 2.5 In the case one chooses to use a credit card, the process will be based on each credit card company’s terms of use. Please contact the credit card company directly if you wish to change the payment method.
- 2.6 HKD800 will be charged as a membership fee at the time of registration. Additional membership fee is not required to enrol in additional or different courses.
- 2.7 Any campaign discounts, corporate discounts and other type of discounts should be applied at the time of preparation of contract. We will not accept any claims after you have signed the contract. For details of campaigns and corporate discounts, please check the relevant information at the Studio.

### 3. (ABC Cooking Studio Membership Card)

- 3.1 Membership card shall be issued one per member.
- 3.2 A 10 digit membership ID number on the card is required to book/attend lectures, to update application details and to make any inquiries.
- 3.3 Membership card and membership benefits cannot be lent / transferred to others under any circumstances.
- 3.4 In case of loss or theft of your membership card, please apply for replacement at Studio. A handling fee of HKD50 will be charged for the card replacement.

### 4. (Course Rules)

- 4.1 All the course details such as its content, price, and expiration date, etc. shall be determined separately, and these details are published in Studios, the Company’s website and brochures.
- 4.2 The lecture timetable of each course varies for each Studio. As the time slots may change from time to time, please contact the Studio directly to confirm the latest timetable.
- 4.3 Studio close dates differ for each studio. Please confirm with each studio directly in advance.
- 4.4 Some of the service contents may differ for each studio. Please contact each studio for further details.
- 4.5 Each course has a pre-determined “Expiration Date”, and each member is responsible for keeping track of it. The actual course expiration date will be the earlier of either 1) the pre-determined expiration date or 2) the last day of the month in which the member finished the last lecture of the contracted course. Even just one day passed after the expiration date, the course will be deemed expired and all rights associated with the course will no longer be valid. Member will not be allowed to attend any lecture of the expired courses, or to receive the associated services, or to apply cancellation or refund of contract.
- 4.6 Cancellation Penalty shall be enforced when a student is late beyond the time period allowed by the Company, or upon cancellation or absence of lecture (including those due to “Course Freeze”), as well as leaving midway during lecture that is considered absence by the Company. Cancellation Penalty means confiscation of lectures that has been reserved (member will not be allowed to attend those lectures).

4.7 In the following circumstance, “Course Freeze” shall be enforced. A “Course Freeze” refers to the suspension of lecture and any services associated with the course offerings. During the “freeze” period, you may not receive any lectures in any courses. However, you may still make reservations for lectures. Any lecture cancellations or absence due to “Course Freeze” shall still be subjected to the Cancellation Penalty as outlined in the former clause.

The termination of “Course Freeze” shall be determined by the Company according to its own rules and discretion.

- (1) Registration related to payments has not been completed, or delay in payment of material costs, tuition fees, or cancellation charges, etc. (including credit card payment).
- (2) Any violations of the Terms and Conditions outlined herein as well as any act deemed as annoyance to instructors or other members.
- (3) Other situations where the Company has determined that providing services is deemed difficult.

### 5. (Reservation Rules)

- 5.1 Every lecture requires a reservation.
- 5.2 Lecture reservations are accepted via phone call (before 17:00 of the business day before the scheduled lecture), ABC online booking system (available 24 hours) or touch panel booking machines at the Studio.
- 5.3 When making reservations by phone, please call directly to the Studio during business hours. (Please contact the Studio for details of business hours.) When making reservations via phone, it is highly recommended one to double confirm the reservation status on the online booking system. Members shall be responsible for managing their reservation. The Company shall not be responsible for proactively confirming the status of each individual reservation.
- 5.4 Cancellation deadline for existing reservation is as follows:  
Company’s website: Before 12:00 noon of the day before the reserved lecture;  
In person at Studio / by phone: Before 12:00 noon of the business day before the reserved lecture.
- In case of cancelling reservation after the aforementioned deadline, there shall be Cancellation Penalty according to the provisions of the clause 4.6, and any cancelled lectures shall be confiscated as part of the Cancellation Penalty.
- 5.5 Reservations made by anyone who is not Company’s member are not accepted.

### 6. (Lecture Rules)

- 6.1 Each Studio is equipped with aprons that members may borrow, or you may bring your own. We recommend that you bring your own hand towel due to hygiene reasons. Please bring a takeout bag in rainy weather for bread and cake courses.
- 6.2 If you have long hair, please tie up your hair due to hygiene reasons. Please be sure to remove any accessories around your hands such as ring/watch/bracelet, etc. In addition, anyone with long nails or with manicure should wear gloves while taking lecture.
- 6.3 Please bring your own journal when attending lecture.
- 6.4 Coming late to lecture will cause annoyance to other members, so please make come to Studio on time. Tardiness of more than 10 minutes in any case the lecture is considered as cancelled. You will not be able to attend the lecture.  
※ Cancellation Penalty will be incurred in accordance with the provisions of Clause 4.6 in case of tardiness / absence.  
※ Even in the case of natural disasters, accidents, illnesses, injuries, family events, train delay, etc., cancellation penalty will be enforced (unless Company has announced that Cancellation Penalty due to extreme weather condition will be exempt. )
- 6.5 When leaving in the middle of lecture (including illnesses, etc.), Studio will determine it as either an absence or a completion of a lecture. If it is deemed as an absence, cancellation penalty will be enforced in accordance with the provisions of Clause 4.6.
- 6.6 The right to receive the recipe will be given only after the completion of a lecture. Even for a contracted course, we cannot give the recipe for a course that you have not attended. In addition, taking photos and copying of the Company’s original recipes with illustrations (hereinafter referred to as “Original Recipe”) is prohibited.
- 6.7 The prohibited activities in Studio and during lectures are as follows:
  - (1) Have companion(s) that are not members during the tasting session (including anyone under the age of 18).
  - (2) Waiting or observing inside the Studio (including anyone under the age of 18).
  - (3) Private exchanges between a member and the company staff.
  - (4) Smoking in studio.
  - (5) Driving a vehicle after consuming alcohol.
  - (6) Engaging in other prohibited acts described in this agreement.

### 7. (Rules for Pregnant and Nursing Mothers)

- 7.1 Woman who are pregnant or within 1 year after giving birth are allowed to extend the expiration date for two more years.
- 7.2 Extension is based on the condition that the request for extension be made before the original expiration date.
- 7.3 Please contact the Studio for application of extension.

### 8. (Course Cancellation)

- 8.1 In case of that one must cancel a course contract out of necessity, please apply for all the required documents at Studio, fill in the necessary information and submit to Studio. When the Company has accepted the cancellation form, it will review the contents of the contract along with the details of your completed lectures, then proceed with a refund.
- 8.2 Cancellation shall be accepted only before the course expiration date. If your contract has been expired, we cannot refund and accept the cancellation.
- 8.3 Cancellation fees for each course are as follows. For more details, please check the Company’s website or “Cancellation Form”. (Please ask the Studio for the Cancellation Form).
  - (1) Upon cancellation of contract, for course that has not been started (i.e. the attendance history of the Member of that course is blank), a handling fee equals to 10% of the purchase amount of that course will be charged.
  - (2) Upon cancellation of contract, for course that has already been started, a handling fee equals to 5% of the remaining amount of that course will be charged.
  - (3) Upon cancellation of contract, for each pre-test “ABC License”, a handling fee equals to 10% of the purchase amount of that “ABC License” will be

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charged.

9. (Restrictions regarding use of Original Recipe, Trademarks and Logos)

9.1 The following acts are strictly prohibited under any and all circumstances.

(1) Using Original Recipe’s illustrations and designs, trademarks, logos  Also applies to persons who have acquired the license to use for personal commercial purposes.

(2) Resale and transfer of the Original Recipe as well as any copyrighted items (both original and duplicates) that are available at ABC Cooking Studio (Includes re-sale of items on the Internet, such as Internet auctions).

(3) Publication of the Original Recipe that is intended for an unspecified number of people, such as distribution of the Original Recipe through the Internet.

(4) Personal use of ABC Cooking Studio’s logos, and other ABC Cooking Studio’s original designs (printed materials, homepage materials, etc.)

10. (Handling of Personal Information)

10.1 For the handling of members’ personal information by the Company, it shall be in accordance with the policy titled “Policy Regarding the Handling of Personal Information” set forth separately.

11. (Others)

**【Restrictions in Studio】**

11.1 Members shall take care of all their personal belongings including valuables, as the Company is not responsible for any lost or stolen items, accidents and other troubles that might have caused.

11.2 For storage management of the left behind items, the Company shall keep them for 1 month. After 1 month, those items shall be discarded.

11.3 Any activity (solicitation and sales, etc.) that is not related to the Company is strictly prohibited under all circumstances.

11.4 Taking pictures or videos of the finished products is permitted only for the member’s own personal use only; other purposes are strictly prohibited. If you want to take a photo with your friend and your friend’s work, please proceed only when you have obtained your friend’s consent. Any act that is in infringement of copyrighted rights is strictly prohibited. In addition, the act of filming the activities of the Studio through the glass from outside without the Company’s permission shall also be prohibited at all times.

**【Other Restrictions】**

11.5 The Company will not be held responsible for any accidents or troubles that may have happened on the way to the Studio. As for any minors in attendance, all responsibility shall be in the hands of their guardians.

11.6 You shall have guardian or other persons of similar responsibility to accompany any minors, even they may be secondary school students or higher, in case one considers that letting them commute to Studio via crowded area just by themselves is considered unsafe.

11.7 If you have any food allergies, the Company assumes that you have checked the menu list that is given to you in advance at your own responsibility. Even if any allergic reactions have occurred, the Company will not be held responsible.

11.8 If you have been diagnosed with infectious diseases by a doctor, or be informed of a symptom similar to an infectious disease, you may not attend the lecture regardless of the degree of the disease / symptoms you may have. Please cancel the reservation in advance. If you notice any symptoms of infection while at the Studio, please inform the studio staff as soon as possible. You may not continue with the lecture once this has been done so.

Infectious diseases include measles, chicken pox, mumps, influenza, adenovirus infection, etc.

11.9 We cannot attend to every individual requests resulting from personal situations (Including cases where the Company determines the request to be personal).

11.10 The contents of each course, price, lecture schedule, rules, etc. in every course that the Company offers as well as the services offered are subject to changed (including studio closures). In case there are any changes, the Company assumes that you have be notified and are aware of all announcements in advance, shared in the following ways:

- Company’s website
- Studio’s notice posters
- Pamphlets

11.11 There may be changes in all or certain part of this agreement when necessary. In that case, the modified agreement shall be effective after 1 week from the posting date of such matter on the Company’s website.

11.12 Rules and regulations regarding other services that the Company offers (“Trial Lesson” held by ABC Cooking Studio and other events) shall be based on terms and rules that the Company separately determines, and the beneficiaries of such services are asked to follow those terms

12. (Typhoon and Black Rainstorm Signal)

12.1 When there is a typhoon signal of no.8 or higher is in place, the provisions of lecture cancellations shall be based on the following:

(1) When issued during lecture

All lectures that have begun shall continue. Lectures are not starting shall be cancelled.

(2) When typhoon signal of No.8 was issued in the morning, and change to typhoon signal of No.3 or below before 12:00 nn  
Lectures before 3:00 pm shall be cancelled. Lectures starting from 3:00 pm shall continue.

(3) When typhoon signal of No.8 was issued in the morning, and change to typhoon signal of No.3 or below between 12:00 nn to 4:00 pm  
Lectures before 6:00 pm shall be cancelled. Lectures starting from 6:00 pm shall continue.

(4) When typhoon signal of No.8 was issued in the morning, and change to typhoon signal of No.3 or below after 4:00 pm  
All lectures shall be cancelled.

12.2 When there is a Black Rainstorm Signal or higher is in place, the provisions of lecture cancellations shall be based on the following:

(1) When issued during lecture

All lectures that have begun shall continue.

(2) When Black Rainstorm Signal was issued in the morning, and cancelled before 3:00 pm  
Lectures before 3:00 pm shall be cancelled. Lectures starting from 3:00 pm shall continue.

(3) When Black Rainstorm Signal was issued in the morning, and cancelled between 12:00 nn to 4:00 pm  
Lectures before 6:00 pm shall be cancelled. Lectures starting from 6:00 pm shall continue.

(4) When Black Rainstorm Signal was issued in the morning, and cancelled after 4:00 pm  
All lectures shall be cancelled.

The Company shall not contact individual members for notices regarding lecture cancellations caused by typhoon and Black Rainstorm Signal. Please check the information from Hong Kong Observatory (<http://www.hko.gov.hk/contente.htm>) , etc. and make judgments on your own.

In addition, in the case of inclement weather condition that is not officially announced by the Hong Kong Observatory, there shall be Cancellation Penalty in accordance with the provisions of Clause 4.6 if anyone proceeds to cancel lecture under this circumstance.

13. (Withdrawal obligation)

13.1 Any act that violates or is prohibited in this agreement or those that are deemed to be in accordance with the acts outlined below, shall lead to immediate termination of membership.

(1) Violating the intellectual property rights, copyrights, trademark rights of third parties, or any act that could lead to infringement of such rights.

(2) Fraud, or any other illegal actions taken for gain or profit.

(3) Discrimination or slander of other members, the Company’s employees, and any related parties, or damages made to their credibility or reputation.

(4) Bothering other members, the Company’s employees, and related parties (including any acts of harassment), and other criminal acts.

(5) Advertisement of adult entertainment and related sales activities.

(6) Any form of speech, solicitation, activities (handing out pamphlets) based on a particular religion, creed or political party.

(7) Acts that may violate or breach laws and regulations.

(8) Acts which significantly deviates from the services offered by ABC Cooking Studio.

(9) Acts that may cause discomfort or may pose nuisance to other members.

(10) Consumption of excessive alcohol.

(11) Default on payment of more than 3 months

(12) Any other acts that the Company may judge as inappropriate under socially acceptable norms.

14. (Inquiry)

14.1 For any questions or further clarification regarding this agreement or ABC Cooking Studio, please contact our Studio.

I have checked and agreed with the contents of this agreement as outlined above.

In case the applicant is below 18 years old, please have the legal guardian sign his or her name in the space below.

Member

Member’s ID

Name

Signature

Date

U18 Member

Member’s ID

Name

Signature

Date

I have read the terms of this agreement and agreed to become a member of ABC Cooking Studio.

Legal guardian

Relationship to applicant

Signature