

General Disclaimers

- Prices are subject to change without prior notice.
- Cancellation of an order must be done via (call center hotline) within 5 minutes of ordering.

Terms and Conditions

Thank you for visiting www.jiangnanhotpot.com

Please be sure to read the terms and conditions contained in this document carefully since any use of this application constitutes your acceptance of the terms and conditions set out herein.

For the purposes of this application, reference to “Jiang Nan Hotpot” shall be understood to mean the Jiang Nan operating companies in the Philippines. Any personal information or material sent to Jiang Nan Hotpot applications is subject to Jiang Nan's policy on privacy and protection of personal data set out in the privacy policy.

Accuracy, Completeness, and Timeliness of Information

We use customer information to provide service. While we use all reasonable attempts to ensure the accuracy and completeness of information, you agree that it is your responsibility to monitor any changes to the information contained in this application. Customers are required to provide, when requested, additional verification requirements vis-a-vis personal details and payment information, and this allows for it to reserve the right to cancel and/or reverse transactions based on failure to comply.

You also agree that Jiang Nan has the right to deactivate partially or totally any media file or comment that is against proper language expressions, is defamatory, contains implicit or explicit sexual content, is the subject of a reasonable complaint by any person or entity in writing, we find violative of existing laws or governmental rules and regulations or may give rise to any action or liability on the part of Jiang Nan Hotpot.

Transmission or Posting

Any non-personal information, communication, or material you transmit to this application by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like is and will be treated as non-confidential and non-proprietary. Anything you transmit or post becomes the property of Jiang Nan Hotpot and you hereby authorize Jiang Nan Hotpot to use the same for any purpose, including but not limited to reproduction, disclosure, transmission, publication, broadcast, and posting. Furthermore, Jiang Nan Hotpot is free to use for any purposes whatsoever (including

but not limited to the developing, manufacturing, advertising, and marketing of products) any ideas, artwork, inventions, developments, suggestions, or concepts contained in any communication you send to this application. Any such use is without compensation to the party submitting such ideas, artwork, inventions, developments, suggestions, or concepts.

By submitting information, you are also warranting that you own the material/content submitted, that it is not defamatory, and that Jiang Nan Hotpot's use will not violate any third party's rights. Jiang Nan Hotpot is under no obligation to use the information submitted.

Intellectual Property Rights

All copyright and other intellectual property rights in all text, images, and other materials on this application are the property of Jiang Nan Hotpot or are included with the permission of the relevant owner.

You are permitted to browse this application. No reproduction of any part of this application may be done nor shall it be modified or incorporated in any other work, publication, or application.

The trademarks, logos, characters, and service marks (collectively 'trademarks') displayed on this application belong to Jiang Nan Hotpot. Nothing contained in this application should be construed as granting any license or right to use any trademark displayed on this application. Your use/misuse of the trademarks displayed on this application, or on any other content on this application, except as provided for in these terms and conditions, is strictly prohibited. You are also advised that Jiang Nan Hotpot will aggressively enforce its intellectual property rights to the fullest extent of the law including criminal prosecution for serious offences.

All intellectual property, including but not limited to trademarks, service marks, and tradenames (collectively the 'marks') in this site are proprietary to Jiang Nan Hotpot, its licensors, or to other respective owners. They may not be used, in any form or manner, or for any purpose without the prior written consent of Jiang Nan Hotpot.

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Links on Jiang Nan Hotpot applications may take you outside the Jiang Nan Hotpot network and Jiang Nan Hotpot accepts no responsibility for the content, accuracy, or function of these other applications or websites. The links are provided in good faith and Jiang Nan Hotpot cannot be held responsible for any subsequent change in other applications to which we provide a link. The inclusion of any link to other applications or websites does not imply endorsement by Jiang Nan Hotpot. We highly recommend that you make yourself aware of and carefully read the legal and privacy notices of all other applications that you visit.

Warranties and Disclaimers

You must not publish in this application any copyrighted material unless you are the owner of it or you have received written authorization to use the copyrighted material

Warranties

Jiang Nan Hotpot gives no warranties that this application will be complete, accurate, reliable, timely, non-infringing to third parties; that access to this application will be uninterrupted or error-free; that this application will be secure; that any advice or opinion obtained from Jiang Nan Hotpot through this application is accurate or to be relied upon and any representations or warranties thereto are expressly disclaimed. We reserve the right to restrict or terminate your access to this application or any feature of this application or any feature or part thereof at any time.

Liability

Jiang Nan Hotpot or any other party involved in creating, producing, or delivering this site shall not incur any liability or responsibility whatsoever for any direct, incidental, consequential, indirect, or punitive damages, costs, losses, or liabilities whatsoever arising out of your access to, use, inability to use, change in the content of this application or arising from any other application you access through a link from this application or from any actions we take or fail to take as a result of any electronic mail messages you send us.

Jiang Nan Hotpot or any other party involved in creating, producing, or delivering this application shall have no responsibility to maintain the material and services made available on this website or to supply any corrections, updates, or releases in connection therewith. Any material on this application is subject to change without notice.

To the maximum extent permitted by applicable law, you expressly waive all claims against Jiang Nan Hotpot, its officers, directors, employees, suppliers, and programmers that may arise from your use or access to this application.

Prohibited Activity

You are prohibited from doing any act that Jiang Nan Hotpot in its absolute discretion may deem to be inappropriate and/or would be deemed to be an unlawful act or is prohibited by any laws applicable to this application including but not limited to:

1. Any act that would constitute a breach of either the privacy (including uploading private information without the concerned individual's consent) right or any other legal right of individuals;
2. Using this application to defame or libel Jiang Nan Hotpot, its employees, or any other companies, entities, or individuals, or acting in such a way that brings into disrepute the good name of Jiang Nan Hotpot;
3. Uploading files that contain viruses that may cause damage to the property of Jiang Nan Hotpot or the property of other individuals;
4. Posting or transmitting to this application any non-authorized material including but not limited to material that is in our opinion likely to cause annoyance, detrimental to or in violation of Jiang Nan Hotpot or third party's systems or network security, defamatory, racist, obscene, threatening, pornographic or otherwise unlawful or render Jiang Nan Hotpot liable under its existing contracts with third parties.
5. And such other acts are analogous to the foregoing.

Ability to Accept Terms and Conditions of Use

You affirm that you are either at least 18 years of age or an emancipated minor or possess legal parental consent to be able to and be competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties contained in these terms and conditions of use, and abide by and comply with the same.

Jurisdiction and Governing Law

Jiang Nan Hotpot materials and information appearing on this application are intended for Philippine users only. Jiang Nan Hotpot makes no representation that the materials and information found on this application are appropriate or available in locations other than the Philippines.

You agree that any controversy or claim arising from or pertaining to the use of this application shall be governed by Philippine law and be submitted to the exclusive jurisdiction of the courts of Quezon City, Philippines.

Cookies

Jiang Nan Hotpot uses tracking technology ('cookies'). The policy of Jiang Nan Hotpot on the use of cookies is set out in Jiang Nan Hotpot privacy policy located.

Legal Notice Update

We reserve the right to make any changes and corrections to this notice. Please refer to this page from time to time to review these and new additional information.

Restrictions On Use

Materials from www.jiangnanhotpot.com and any other world wide web site owned, operated, licensed, or controlled by Jiang Nan Hotpot may not be copied or distributed, republished, uploaded, posted, or transmitted in any way, without the prior written consent of Jiang Nan Hotpot. Modification or use of the materials without the prior written consent of Jiang Nan Hotpot constitutes a violation of Jiang Nan Hotpot' intellectual property rights. The material on this site is provided for lawful purposes only. If you download software from our site, the software, including all files, images, contained in or generated by the software, and accompanying data (together, the 'software') are deemed to be licensed to you by Jiang Nan. Neither title nor intellectual property rights are transferred to you but remain with Jiang Nan, which owns the full and complete title. You may not resell, decompile, reverse engineer, disassemble, or otherwise convert the software to a simplified form.

Restriction of Liability

Jiang Nan Hotpot will not be liable for damages of any kind or nature or injury whatsoever, including but not limited to those caused by any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or line failure. Jiang Nan will not be liable for any damages or injury, including but not limited to, special or consequential damages that result from the use of, or the inability to use, the materials on this site. In any event, the total liability of Jiang Nan for all losses, damages, and causes of action (including but not limited to those arising from contract, tort, or negligence) will not be greater than the amount you paid to access this site, should any such liability be established.

Submissions

All remarks, suggestions, ideas, graphics, or other information communicated to Jiang Nan Hotpot through this site (together, the 'submission') will forever be the property of Jiang Nan. Jiang Nan will not be required to treat any submission as confidential, and will not be liable to pay or otherwise give consideration for submission or any ideas in such submissions that Jiang Nan may use for its business (including without limitation, product, or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future Jiang Nan Hotpot operations. Without limitation, Jiang Nan will have exclusive ownership of all present and future existing rights to the submission of every kind and nature everywhere. Except as noted below in this paragraph, Jiang Nan will be entitled to use the submission for any commercial or other purpose whatsoever without compensation to you or any other person sending the submission. Personally identifiable information that may be received at this site is provided voluntarily by a visitor to this site. This information is for internal purposes only and is not sold or otherwise transferred to third parties of Jiang Nan or to other entities who are not involved in the operation of this site. Therefore, the above right to use

submissions is subject to this limited use of this information and excludes non-retained information. You acknowledge that you are responsible for whatever material you submit, and you bear full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

Jurisdiction

Except as described otherwise, all materials on the Jiang Nan Hotpot site are made available only to provide information about Jiang Nan Hotpot. Jiang Nan Hotpot controls and operates this site from its headquarters in metro manila, philippines, and makes no representation that these materials are appropriate or available for use in other locations. If you use this site from other locations you are responsible for compliance with applicable local laws. Some software from this site may be subject to export controls imposed by the proper jurisdictions and may not be downloaded or otherwise exported or reexported: (a) into (or to a national or resident of) any country to which the U.S. has placed an embargo, including without limitation, Cuba, Iran, Iraq, Libya, North Korea, Syria, or Yugoslavia; (b) to everyone on the us treasury department's specially designated nationals list, or (c) the us commerce department's table of denial orders. If you download or use the software, you represent and warrant that you are not located in or under the control of, a national or any such country or on any such list.

Disclaimer

The material on this site could include technical inaccuracies or typographical errors. Jiang Nan Hotpot may make changes or improvements at any time. The materials in this site are provided 'as is' and without warranties of any kind either expressed or implied, to the fullest extent permissible pursuant to applicable law. Jiang Nan disclaims all warranties or merchantability and fitness for a particular purpose. Jiang Nan does not warrant that the functions contained in the material will be uninterrupted or error-free, that defects will be corrected, or that this site or the server that makes it available is free of viruses or other harmful components. Jiang Nan does not warrant or make any representations regarding the use of or the result of the use of the material on this site in terms of their correctness, accuracy, reliability, or otherwise. You (and not Jiang Nan) assume the entire cost of all necessary servicing, repair, or correction. The above exclusion may not apply to you, to the extent that applicable law may not allow the exclusion of implied warranties.

Jiang Nan Hotpot is an equal-opportunity employer committed to a diverse workforce. Jiang Nan restaurants hire their own employees and establish their own terms and conditions of employment, which may differ from those described.

Termination

Either you or Jiang Nan Hotpot terminate this agreement at any time. You may terminate this agreement by destroying: (a) all materials obtained from all Jiang Nan sites, and (b) all related documentation and all copies and installations(together, the 'materials'). Jiang Nan Hotpot may terminate this agreement immediately without notice if, in its sole judgment, you breach any term or condition of this agreement. Upon termination, you must destroy all materials.

Miscellaneous

These terms and conditions will be governed and be interpreted pursuant to the laws of quezon city, philippines, notwithstanding any principles of conflicts of law. If any part of these terms and conditions is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. Possible evidence of the use of this site for illegal purposes will be provided to law enforcement authorities. This is the entire agreement between the parties relating to the use of this site. Jiang Nan Hotpot can revise these terms and conditions at any time by updating this posting. This site may be linked to other sites which are not maintained by Jiang Nan. Jiang Nan Hotpot is not responsible for the content of those sites. The inclusion of any link to such sites does not imply endorsement by Jiang Nan of the sites.

Privacy Policy

Thank you for visiting Jiangnanhotpot.com!

Jiang Nan Hotpot is committed to protecting your privacy. Since we need the information to provide services, please read this privacy notice before using our application or submitting any personal data or information. This explains the data collection, processing, and retention practices of Jiang Nan Hotpot in compliance with the data privacy act of 2012.

For purposes of this policy, reference to “Jiang Nan Hotpot” or “Jiang Nan” shall be understood to mean the Jiang Nan Hotpot operating companies in the Philippines, and their related, affiliated and/or subsidiary companies.

Data Collection and Intended Use

Jiang Nan Hotpot uses the internet to collect and process your personal information. This involves the processing and transmission of your personal information across borders, local or abroad.

In our application, we collect two (2) types of data about users:

- Active data (such as name, mail address, e-mail address, password, etc.) When voluntarily submitted by application visitors for registration, contests, etc.;
- Passive data (such as browser type, ip address, page reference, cookies, etc.)

The personal information we collect includes the following:

- Salutation
- Full name
- Address type (home / work / other address)
- Delivery address
- Email
- Contact number
- Senior citizen / persons with disability identification
- Birthday
- Marketing communication subscription status (opted in for email, sms, social media, or all)

The data you share will be used for the following:

- For purposes of maintaining this site.
- In order to enable us to update you on our special offers and customize content for you for a better customer experience.
- For purposes of identifying the Jiang Nan Hotpot pick-up store that will prepare your order.
- Whenever required by law or lawful order of a court or if in our good faith judgment, such action is reasonably necessary to comply with legal processes, to respond to any claims, or to protect the rights of Jiang Nan Hotpot, its customers, and the public; or
- In the event of an acquisition of all or part of Jiang Nan Hotpot or its business, such that the acquirer may have access to the data maintained by that Jiang Nan hotpot business, which could include personal data, subject to applicable law. Similarly, data may be transferred as part of reorganization (business merging) or insolvency proceedings.

Tracking Technology ('cookies')

We make use of tracking technology ('cookies') to gather data for analysis to understand and improve how users use this application and to remarket to visitors of jiangnanhotpot.com through sending customized communications to users via Jiang Nan Hotpot ads shown across the internet.

If you prefer not to receive cookies while browsing our application, you can set your browser to warn you before accepting cookies and refuse the cookie when your browser alerts you to its presence. You can also refuse all cookies by turning them off in your browser, although you may not be able to take full advantage of some application features if you do so. You do not need to have cookies turned on, however, to use or navigate through many parts of our application.

Server

The server that makes this application available may be located outside the country from which you accessed this application. We will collect, process, and use personal data only in accordance with this privacy notice.

Restricted Access

Process of personal data (such as user id, etc.) May be mandatory for the purposes of consultation, modification, or deletion of your personal data and/or of the online services offered by this application.

Control of your Personal Information

When you give us your personal information, we will not share that information to third parties without your consent, apart from the limited exceptions listed above. Registering also allows you to tell us how or whether you want Jiang Nan Hotpot to communicate with you. We will send out emails or sms informing you of registration confirmation, order confirmation, and technical service or security issues.

Access to your Personal Information

You may have your personal data deleted, corrected or revised by sending us an e-mail at info@jiangnanhotpot.com

Security of our Personal Information

Jiang Nan Hotpot is committed to protecting and safeguarding the privacy of users of our website. We use industry-standard encryption technologies when transferring and receiving customer data. We conduct regular vulnerability assessments and penetration testing (vapt) to ensure that the system is secure and identify possible security holes (vulnerabilities).

Referrals

Some of our applications may provide you with the opportunity to email a web page to another person. For this feature to work, we may need to collect your email addresses and/or the email addresses of those to whom you send the web page. The email addresses collected in this context are not used for any other purpose other than

to send your request. These email addresses are deleted as soon as Jiang Nan Hotpot has complied with its obligations under applicable laws after your request is fulfilled.

Announcements and Marketing Communications

Jiang Nan Hotpot will reach out to customers to send announcements and marketing communications via email and sms from time to time. Customers are given the option to opt out of the mailing list by clicking unsubscribe in the email and sms sent by Jiang Nan Hotpot or the my account information page in the website.

We do not practice 'spamming'. Spamming is where unsolicited emails are sent to recipients containing advertisement or marketing-related materials without the prior consent of the recipient. If for some reason you believe you have received a spam email from Jiang Nan Hotpot you may unsubscribe from our mailing list.

Data Retention

The data collected from registered users through this application is kept secure for a period of 10 years, after which the data will be deleted. Customers will be notified at least 1 month before their account expires to request consent to retain their information for another 10 years. Customers who have not responded will receive another notification to renew their account 1 week before expiration. Customer data will be deleted unless consent is provided by the customer.

Personal data of guest users (unregistered users) of jiangnanhotpot.com, will be deleted 6 months after a completed transaction (once the customer receives their order).

Special note to children under the age of 18

If you are under the age of 18, you should consult your parent or guardian before giving out your personal data. If you are uncertain about anything written in this section, you should consult your parent or guardian for help.

Special note to parents of children under the age of 18

We recommend that parents/guardians regularly check and monitor their children's use of email and other online activities. Please be sure to inform your child not to provide personally identifiable data online, prior to obtaining your consent.

Privacy Notice Updates

We reserve the right to make any changes and corrections to this privacy notice. It is the responsibility of visitors to this application to refer to this page from time to time to review any subsequent amendments.

Governing Law

This privacy notice is governed by and construed in accordance with the laws of the Philippines. You agree to submit any dispute arising out of your use of this

application to the exclusive jurisdiction of the courts of quezon city, metro manila, philippines.

How to Contact Us

We have designated a team to oversee all matters related to data privacy. If you have questions, comments, or concerns about how we manage your personal information, please contact our data privacy office at info@jiangnanhotpot.com.