

Starbucks Card Terms & Conditions

Effective March 20, 2018

This Starbucks Card Agreement ("Agreement") is between you and AmRest Coffee SRL ("we" or "us") having its headquarters located in Romania, Bucharest, 46, Grigore Cobălcescu Street, 2nd floor, room no.1, 1st District, +40 31 433 5336, the franchisor of Starbucks Corporation, and describes the terms and conditions that apply to your Starbucks Card. By buying, loading or using your Starbucks Card, you agree to these terms.

This Agreement includes an Arbitration provision that governs any disputes between you and us. Unless you opt out, as described below, this provision will:

- Eliminate your right to a trial by jury; and
- Substantially affect your rights, including preventing you from bringing, joining or participating in class or consolidated proceedings.

You agree that we may provide notices, disclosures and amendments to this Agreement, and other information relating to your Starbucks Card by electronic means, including posting such materials online at <http://www.starbucksromania.ro>.

About Your Account

We issue the Starbucks Card to you. It allows you to load 20-1000 RON value onto your Starbucks Card for use at participating Starbucks stores. The RON value that you load onto your Starbucks Card is a prepayment for the goods and services of participating stores. We offer the Starbucks Card to make it easier for you to shop with us and to make your relationship with us more rewarding. Unless otherwise required by law or permitted by this Agreement, the RON value on your Starbucks Card is nonrefundable and may not be redeemed for cash. The value on your Starbucks Card is not insured by Romanian Financial Supervisory Authority, nor does it earn interest.

Starbucks Cards are not targeted towards, nor intended for use by, anyone under the age of 18. If you are under 18, you may only use Starbucks Cards under the supervision of a parent or legal guardian who agrees to be bound by this Agreement.

When you register your Starbucks Cards with the Starbucks Rewards® program, the Starbucks Rewards® terms of use will also apply and can be found at <http://www.starbucksromania.ro>.

Loading Value on Your Card

In Romania, you can load value on your Starbucks Card by visiting any participating store or going online to <http://card.starbucksromania.ro>. There may be a delay from the time you pay the amount to be loaded onto your Starbucks Card and those funds being available for use.

You may not have more than 1000 RON in value on any of your Starbucks Cards at any time, and no more than 2000 RON may be associated with any one Starbucks Card in a single day. This means that the activity on any one of your Starbucks Cards cannot exceed 2000 RON over the course of a day. The total value you may load onto all of your Starbucks Cards, together with the value of any new Starbucks Cards that you may purchase, may not exceed 10 000 RON on any given day. There is a minimum amount that you may load on any Starbucks Card at any given time, and that amount is typically 30 RON. We may change any of these amounts at any time without notice to you.

If you use a credit or debit card to purchase or reload your Starbucks Card, prior to charging your credit or debit card, an authorization process will occur for the amount of your purchase or reload transaction ("Transaction"). The authorization process will validate the credit or debit card number, status, available credit or funds and billing information to ensure that it matches what the bank or card company has on file. Your bank or Starbucks may attempt to contact you for additional information prior to authorizing the Transaction amount.

For credit cards, once an authorization is received, you may notice a decrease in your available credit line. Your bank may hold this RON amount from your credit line or available balance for a short period of time determined by the policy of your bank before your Transaction is fulfilled. For debit cards, your bank may pre-authorize a charge to your deposit or checking account and place a temporary hold on the funds before your Transaction is fulfilled. Regardless of whether you use a credit or debit card, your card will be charged only upon fulfillment of your Transaction. If your Transaction is cancelled, Starbucks will request an authorization reversal on your behalf. Reversal times may vary. We recommend contacting your bank or credit card company to learn about their authorization and authorization reversal policies.

All amounts loaded onto your Starbucks Card are denominated in the currency of the country in which it was sold (the "base currency"). Starbucks Cards purchased in Romania can only be used in Romania.

To make reloading your Starbucks Card easier, you can use our online reload feature. By linking a payment method to your Starbucks account which you can access at <http://www.starbucksromania.ro> whenever you like. You can also reload your Starbucks Card in-store.

Promotional Programs

From time to time, we may, in our sole discretion, run promotional programs associated with the Starbucks Card program ("Promotions"). Such Promotions are subject to these terms, as well as additional terms as indicated in connection with the Promotions. We reserve the right to modify the terms and conditions of any Promotion at any time, including and up to terminating the Promotion.

Fees and Expiration of Card Balances

We do not charge any activation, service, dormancy or inactivity fees in connection with your Starbucks Card. Your Starbucks Card and its value have 24 months of validity from the last time charged or used.

Receipts and Transaction History

When you use your Starbucks Card, we will provide a receipt which will indicate that the purchase was made using a Starbucks Card and will provide the remaining balance of your Starbucks Card. Please check your online transaction history regularly to ensure that your transaction history and account balance are correct. You can check the balance of your Starbucks Card or review recent transactions on your Starbucks Card at <http://www.starbucksromania.ro> or by calling +40 31 433 5336. . You will need to have your Starbucks Card available in order to access your account. The account balance for a Starbucks Card also will appear on your receipt from a point-of-sale register. We will not send you statements of activity on your Starbucks Card.

Billing Errors, Corrections

We will correct the balance of your Starbucks Card if we believe that a clerical, billing or accounting error occurred. If you have questions regarding your transaction history or any correction, or if you wish to dispute any transaction or correction that has been applied to your Starbucks Card, please call +40 31 433 5336. Assuming you provide sufficient details, we will review your claim and tell you what we find. We will correct any error promptly after we finish our review. If we do not find any error, we will explain what we found. We have no obligation to review or correct any billing error unless you provide us sufficient notice for us to review your claim within sixty (60) days of the date of the transaction in question.

Fraud Associated with Your Starbucks Card or Card Balance

We will not accept any Starbucks Card, or will limit use of any Starbucks Card or Starbucks Card balance, if we reasonably believe that the use is unauthorized, fraudulent or otherwise unlawful, and we consider such action appropriate to limit our risk. Starbucks does not control who may sell preloaded Starbucks Cards, nor can we control the price or preloaded denominations offered by independent sellers. Consequently, Starbucks has no liability to you for any third-party fraud or unlawful activity associated with any Starbucks Card balance. If Starbucks discovers any Starbucks Card or Starbucks Card balance was sourced or derived from fraud or other unlawful means, in our sole discretion, we may cancel all impacted Starbucks Cards and retain all related Starbucks Card balances without notice to you. We may use retained Starbucks Card balances to help offset our liability to card companies, networks and issuers of lost or stolen credit and debit cards used to purchase or load Starbucks Cards.

Registration, Liability for Unauthorized Transactions

In order to avoid fraud, anti-money laundering or any identity theft it is highly recommended to register the card with your personal details that will be used exclusively for the purpose of this Starbucks Rewards Program. To register your Starbucks Card, please visit <http://www.starbucksromania.ro>. When registering for or purchasing a Starbucks Card, you agree that you will: (i) provide complete and accurate information about yourself; and (ii) update such information if it changes. If you do not provide or update such information, or if we have reasonable grounds to suspect that you have not provided or

updated such information, we shall have the right, in our sole and absolute discretion, to disable your Starbucks Card. If you believe your Starbucks Card has been disabled in error, please call +40 31 433 5336. You are responsible for: (a) the accuracy of all information that you provide to us; and (b) maintaining the confidentiality and security of your Starbucks Card information. All of your Starbucks Cards can be activated and registered for use in your Starbucks Rewards® account, but you may only maintain one (1) such account at any time.

You should treat your Starbucks Card like cash and not disclose your Starbucks Card information to anyone. If your Starbucks Card or Starbucks Card information is lost or stolen, anyone who obtains possession of either may use your Card. You are responsible for all transactions on your Starbucks Card, including unauthorized transactions. However, if your Starbucks Card is lost, stolen or destroyed, your Starbucks Card can be replaced with the balance remaining on it at the time you contact us, but only if you have previously registered it with us.

If your registered Starbucks Card becomes lost, stolen or damaged, contact us immediately either by logging into your account on <http://www.starbucksromania.ro> or by calling +40 31 433 5336. Your registered Starbucks Card balance is protected from the time you notify us. We will freeze the remaining balance on your Starbucks Card at the time you notify us and will load that remaining balance on a replacement Starbucks Card.

Starbucks personnel reserve the right to require adequate customer documentation to verify the identity of the card recipient and to also ensure internal controls on a periodical basis to verify the identity of the card recipient.

Privacy Statement

Please read Starbucks Privacy Policy <http://www.starbucksromania.ro> carefully to understand how Starbucks collects, uses and discloses information about customers, how to update or change your personal information and how we communicate with you.

Changes to This Agreement

We may amend this Agreement at any time. We will post the amended Agreement to our website at <http://www.starbucksromania.ro> and for a period of thirty (30) days after we post the amended Agreement, we will also post a notice on our website stating that the terms of this Agreement have changed. As permitted by applicable law, any change, addition or deletion will become effective at the time we post the revised Agreement to our website. Unless we state otherwise, the change, addition or deletion will apply to your future and existing Starbucks Cards. You are deemed to accept the changes, additions or deletions if: (1) you do not notify us to the contrary in writing within 20 days of the date of our notice or such other time specified in the notice; or (2) you use any of your Starbucks Cards after such notice period. If you notify us that you do not accept the changes, additions or deletions, we will cancel your Starbucks Cards and refund any remaining balance to you.

Cancellation of This Agreement

We may suspend or terminate this Agreement and revoke or limit any or all of the rights and privileges granted to you at any time without notice or liability. Termination may result from your fraudulent or unauthorized use of the Starbucks Card including your failure to provide valid information. For example, transferring balances between different Starbucks Cards solely for the purpose of obtaining cash back is an unauthorized use of the Starbucks Card and if we deem it appropriate to limit our losses we will cancel any such Starbucks Card and retain any balances associated with those Starbucks Cards. If we terminate this Agreement without cause, we will refund or issue store credits equal to the balance on your cancelled Starbucks Card(s), less any amounts that you may owe us.

Arbitration

Please read this section carefully. It affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions. Arbitration is more informal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury, and discovery is more limited. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of this Agreement.

Binding Arbitration. This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to this Starbucks Card Agreement, your Starbucks Card and your relationship with us. Any dispute or claim arising out of or relating to this Agreement or use of the Starbucks Card and your relationship with Starbucks or any subsidiary,

parent or affiliate company or companies (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration, except that either of us may take claims to small claims court if they qualify for hearing by such a court.

Opt-Out. Notwithstanding the above, you may choose to pursue your claim in court and not by arbitration if you opt out of this arbitration provision within 30 days from the earliest of the date you purchased, loaded, reloaded or used any of your Starbucks Cards (the "Opt Out Deadline") after this Agreement has gone into effect. You may opt out of these arbitration procedures by sending us a written notice that you opt out to the following address: 46 Grigore Cobălcescu, 2nd floor, room 11, 1st District Bucharest Any opt-out received after the Opt Out Deadline (allowing three (3) additional days for mailing) will not be valid and you must pursue your claim in arbitration or small claims court.

Arbitration Procedures. For all disputes, whether pursued in court or arbitration, you must first send a written description of your claim to our Customer Service department to allow us an opportunity to resolve the dispute. You and we each agree to negotiate your claim in good faith. You may request arbitration if your claim or dispute cannot be resolved within 60 days.

The arbitration of any dispute or claim shall be conducted in accordance with the rules of Curtea de Arbitraj Comercial Internațional de pe lângă Camera de Comerț și Industrie a României <https://ccir.ro/curtea-de-arbitraj-comercial-international/> and we agree that this Agreement evidences a transaction in commerce and this arbitration provision will be interpreted and enforced in accordance with Romanian arbitration law Any arbitration will be held in a reasonably convenient location in the city in which you reside or at another mutually agreed location. The arbitration will be conducted in Romanian language. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief to the extent required to satisfy your individual claim, and must follow and enforce this Agreement as a court would. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

Costs of Arbitration. Upon filing of the arbitration demand, we will pay all filing, administration and arbitrator fees for claims of less than 2000 RON, Starbucks will reimburse you for the filing fee within 30 days of receiving a written request from you. For more information regarding the costs you can access the following link: <http://arbitration.ccir.ro/> Each party will bear the fees and expense of its own attorneys, experts, witnesses and preparation and presentation of evidence at the arbitration. However, for claims under 10000 RON as to which you provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds you are the prevailing party in the arbitration, you will be entitled to a recovery of reasonable attorneys' fees and costs. Except for claims determined to be frivolous, we agree not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law.

Class Action Waiver. You and we each agree that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If a court or arbitrator determines in an action between you and us that this class action waiver is unenforceable, the arbitration agreement will be void as to you. If you opt out of the arbitration provision as specified above, this class action waiver provision will not apply to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated or representative proceeding without having complied with the opt out procedure set forth above. If for any reason a claim proceeds in court rather than through arbitration, you and we each waive any right to a trial.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Romania, notwithstanding any conflict of law rules.

Disclaimers and Limits of Liability

Starbucks and its affiliates make no representations, warranties or conditions of any kind, express or implied, with respect to the Starbucks Card, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, title or non-infringement, or any warranty arising by usage of trade, course of dealing or course of performance. Starbucks does not represent or warrant that your Starbucks Cards will always be accessible or accepted. Starbucks personnel reserve the right to require adequate customer documentation to verify the identity of the card recipient and to also ensure internal controls on a periodical basis to verify the identity of the card recipient.

In the event that Starbucks or its affiliates are found liable to you, you shall only be entitled to recover actual and direct damages and such damages shall not exceed the last balance held on your Starbucks Card. Starbucks and its affiliates shall have no liability for any incidental, indirect or consequential damages (including without limitation loss of profit, revenue or use), or any punitive or exemplary damages arising out of or in any way connected with this Agreement, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, even if we or our authorized representatives have been advised of the possibility of such damages. In no event shall Starbucks or its affiliates have any liability for unauthorized access to, or alteration, theft or destruction of a Starbucks Card through accident, misuse or fraudulent means or devices by you or any third party, or as a result of any delay or mistake resulting from any circumstances beyond our control.

Assignment

We may assign all or part of this Agreement without notice to you. We are then released from all liability. You may not assign this Agreement without our prior written consent and any attempted assignment will be void.

Entire Agreement, Construction

This Agreement is the complete and exclusive statement of agreement between you and AmRest Coffee SRL and supersedes and merges all prior proposals and all other agreements governing your Starbucks Card (not including Starbucks Privacy Policy, the <http://www.starbucksromania.ro> Terms of Use or the Starbucks Rewards[®] Terms & Conditions, as applicable). If any provision of this Agreement, other than the Class Action Waiver in the Arbitration provision above, is determined to be illegal or unenforceable, that provision will be eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

Inquiries or Questions

If you have any questions regarding this Agreement or your Starbucks Card, please visit our website at <http://www.starbucksromania.ro> or call us at +40 31 433 5336.