

Starbucks Digital Terms of Use

Effective March 20, 2018

STARBUCKS[®]

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEBSITE.

These Terms of Use apply to your access to, and use of, all or part of any website of Starbucks Corporation or its subsidiaries and affiliated companies (collectively, "Starbucks"), including starbucksromania.ro, rewards.starbucksromania.ro, card.starbucksromania.ro

and any other site, or online service where these Terms of Use are posted (collectively, the "Sites"). These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with Starbucks for products, services or otherwise. This agreement contains disclaimers and other provisions that limit our liability to you.

In the event there is any conflict or inconsistency between these Terms of Use and any other terms of use that appear on the Sites, these Terms of Use will govern. However, if you navigate away from the Sites to a third-party site, you may be subject to alternative terms and conditions of use, as may be specified on such site, which will govern your use of that site.

While we make reasonable efforts to provide accurate and timely information about Starbucks Corporation on the Sites, you should not assume that the information is always up to date or that the Sites contain all the relevant information available about Starbucks. In particular, if you are making an investment decision regarding Starbucks, please consult a number of different sources, including Starbucks filings with the Securities and Exchange Commission.

Starbucks reserves the right to change or modify these Terms of Use or any policy or guideline of the Sites, at any time and in its sole discretion. If we make material changes to these Terms of Use, we will inform you by posting a notice on the Site(s). Any changes or modifications will be effective immediately upon posting the revisions to the Sites, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of the Sites will confirm your acceptance of such changes or modifications; therefore, you should frequently review these Terms of Use and applicable policies to understand the terms and conditions that apply to your use of our Sites. If you do not agree to the amended terms, you must stop using the Sites.

Eligibility, Registration and Account

The Sites are not targeted towards, nor intended for use by, anyone under the age of 18 **YOU MUST BE AT LEAST AGE 18 TO ACCESS AND USE THE SITES**. If you are under 18, you may only use the Sites under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use.

In order to participate in certain areas of our Sites, you will need to register for an account. You agree to (a) create only one account; (b) provide accurate, current and complete information when creating your account; (c) maintain and promptly update your account information; (d) maintain the security of your account by not sharing your password with others and restricting access to your account and your computer; (e) promptly notify Starbucks if you discover or otherwise suspect any security breaches relating to the Sites; and (f) take responsibility for all activities that occur under your account and accept all risks of unauthorized access.

PRIVACY

Please read the Privacy Policy carefully to understand how Starbucks collects, uses and discloses personally identifiable information from its users. By accessing or using the Sites, you consent to all actions that we take with respect to your data consistent with our Privacy Policy.

Site Disclaimer

The materials and information on the Sites may include technical inaccuracies or typographical errors. The materials, information and services on the Sites are provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by applicable law, Starbucks disclaims all other warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title, availability, that the Sites and Site Materials are free from viruses, and non-infringement as to the Sites and the information, content and materials contained therein.

Copyright and Limited License

Unless otherwise indicated, the Sites and all content and other materials therein, including, without limitation, the Starbucks logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Site Materials") are the proprietary property of Starbucks or its licensors or users and are protected by Romanian and international copyright laws.

You are granted a limited, non-sublicensable license to access and use the Sites and Site Materials for personal, informational and shopping purposes only. Such license is subject to the Terms of Use and does not include: (a) any resale or commercial use of the Sites or Site Materials; (b) the collection and use of any product listings, pictures or descriptions; (c) the distribution, public performance or public display of any Site Materials; (d) modifying or otherwise making any derivative uses of the Sites and the Site Materials, or any portion thereof; (e) use of any data mining, robots or similar data gathering or extraction methods; (f) downloading (other than the page caching) of any portion of the Sites, the Site Materials or any information contained therein, except as expressly permitted on the Sites; or (g) any use of the Sites or the Site Materials other than for their intended purpose. Any use of the Sites or Site Materials other than as specifically authorized herein, without the prior written permission of Starbucks, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring in any manner, whether by implication, estoppel or otherwise, any title or ownership of, or exclusive use-rights to, any intellectual property or other right and any goodwill associated therewith.

Trade-Related Aspects of Intellectual Property Rights (TRIPS) and Trademark Law Notice

Notice

If you believe any material available via the Sites infringes a copyright you own or control, you may file a notification of such infringement with our Designated Agent as set forth below.

Customer Care

Romania, Bucharest,
46, Grigore Cobălcescu Street,
2nd floor, room no.1, 1st District
starbuckscardo@amrest.eu

You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

In accordance with the TRIPS and other applicable law, Starbucks has also adopted a policy of terminating, in appropriate circumstances and in our sole discretion, users who are deemed to be repeat infringers. Starbucks may also, in its sole discretion, limit access to the Sites and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Trademark Information

Starbucks and the Starbucks logo are registered trademarks of Starbucks. All other Starbucks trademarks, service marks, domain names, logos, company names and indicia of origin referred to on the Sites are either trademarks, service marks, domain names, logos, company names or indicia of origin or are otherwise the property of Starbucks or its affiliates or licensors. In countries where any of the Starbucks trademarks, service marks, domain names, logos, company names or indicia of origin are not registered, Starbucks claims other rights associated with unregistered trademarks, service marks, domain names, logos, trade name, company names and indicia of origin. Other product or company names referred to on the Sites may be trademarks of their respective owners. You may not use any trademark, service mark, domain name, logo, company name, trade name or indicia of origin of Starbucks or any third party without permission from the owner of the applicable trademark, service mark, domain name, logo, company name, trade name or indicia of origin. You may contact Starbucks by sending an e-mail to starbuckscardo@amrest.eu, or calling to Starbucks at + 40 31 433 5336 ,to

request written permission to use trademarks, indicia of origin and materials on the Sites for purposes other than stated in these Terms of Use or for all other questions relating to the Sites.

All rights not expressly granted are reserved.

Restrictions on Use

The Sites may include interactive areas in which you or other registered users may create, post, send or store messages, materials, data, information, text, music, sound, photos, video, graphics, applications, tags, code, links or other items or materials on the Sites ("User Content"). By using the Sites, you agree not to post, upload, transmit, distribute, store, create or otherwise publish through the Sites any of the following:

- a. Unless specifically requested by Starbucks, any "sensitive" personally identifiable information about yourself or another person (including, but not limited to, information that relates to health or medical conditions, social security numbers, credit cards, bank accounts or other financial information, other information concerning trade union membership, sex life, political opinions, criminal charges or convictions, religious beliefs, racial or ethnic origin, or other sensitive matters);
- b. User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, otherwise objectionable or which threatens our relationships with our employees, partners, customers or suppliers;
- c. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- d. User Content that impersonates any person or entity or otherwise misrepresents your identity or affiliation with another person or entity;
- e. Spam, direct marketing communications or any unsolicited advertising, promotional materials or other forms of solicitation or commercial content;
- f. User Content that constitutes, encourages or provides instructions for a criminal offense, violates the rights of any party or that creates liability or violates any applicable local, state, national or international law;
- g. Viruses, spyware, Trojan horses, Easter eggs or any other harmful, disruptive or destructive files; and
- h. User Content that violates these Terms of Use or, in the sole judgment of Starbucks, is objectionable, restricts or inhibits any other person from using or enjoying the Sites or which damages the image or rights of Starbucks, other users or third parties.

You further agree not to (i) use technology or other means to access Starbucks or the Sites or Site Materials that is not authorized by Starbucks; (ii) use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," to access Starbucks or the Sites or Site Materials; (iii) attempt to gain unauthorized access to Starbucks computer network or user accounts; or (iv) attempt to damage, disable, overburden, or impair Starbucks servers or networks.

Starbucks does not control, take responsibility for or assume liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Starbucks liable for any user conduct or any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. The interactive areas are generally designed as open and public community areas for connecting and sharing with other people. When you participate in these areas, you understand that certain information and content you choose to post may be displayed publicly. You are solely responsible for your use of the Sites and agree to use the interactive areas at your own risk.

If you become aware of User Content that you believe violates these Terms of Use you may report it by clicking on the "Report Abuse" or "Flag" links located just below each piece of User Content. Enforcement of these Terms of Use, however, is solely in our discretion and absence of enforcement in some instances does not constitute a waiver of our right to enforce the Terms of Use in other instances. In addition, these Terms of Use do not create any private right of action on the part of any third party or any reasonable expectation or promise that the Sites will not contain any content that is prohibited by these Terms of Use. Although Starbucks has no obligation to screen, edit or monitor any of the User Content posted on the Sites, Starbucks reserves the right, and has absolute discretion, to remove, screen or edit any User Content on the

Sites at any time and for any reason without notice. You are solely responsible for creating backup copies and replacing any User Content you post or store on the Sites at your sole cost and expense.

If you are viewing the Sites on a public computer or are otherwise using a computer to which multiple people have potential access, be sure to follow all relevant instructions to ensure you are sufficiently disconnected and logged off the Sites and the computer system you are using to prevent unauthorized User Content.

License to User Content

You represent and warrant that your User Content is not subject to any confidentiality obligations and that you own and control all of the rights to the User Content, have the lawful right to distribute and produce such User Content, or otherwise have the right to grant the rights to Starbucks that you grant herein. Starbucks claims no ownership or control over any User Content, except as otherwise provided herein, on the Sites or in a separate agreement. However, by submitting or posting User Content on the Sites, you grant Starbucks and its designees a worldwide, perpetual, irrevocable, non-exclusive, fully-paid up and royalty free license to use, sell, reproduce, prepare derivative works, combine with other works, alter, translate, distribute copies, display, perform, publish, license or sub-license the User Content and your name and likeness provided in connection with such use of your User Content. By posting User Content, you hereby release Starbucks and its agents and employees from any claims that such use, as authorized above, violates any of your rights and you understand that you will not be entitled to any compensation for any use of your User Content.

Submission of Ideas

Separate and apart from the User Content you provide, you can submit questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information about Starbucks, our Sites and our products (collectively, "Ideas"). Ideas, whether posted to the Sites or provided to Starbucks by email or otherwise are entirely voluntary, non-confidential, gratuitous and non-committal. Starbucks shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Ideas for any purpose, commercial or otherwise, without acknowledgment or compensation to you. Please do not send us Ideas if you expect to be paid or want to continue to own or claim rights in them; your Ideas might be great, but we may have already had the same or similar idea and we do not want disputes.

Links to Sites

You are granted a limited, non-exclusive right to create text hyperlinks to the Sites for noncommercial purposes, provided such links do not portray Starbucks in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any obscene, pornographic, sexually explicit or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. In addition, you may not use Starbucks' logo or other proprietary graphics to link to our Sites without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any Starbucks trademark, logo or other proprietary information, including the images found at the Sites, the content of any text or the layout/design of any page or form contained on a page on the Sites without our express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of Starbucks or any third party. Starbucks makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of websites linking to the Sites. Such sites are not under the control of Starbucks and Starbucks is not responsible for the content of any linked site or any link contained in a linked site, or any review, changes or updates to such sites.

Third Party Content, Products and Services (including Advertising and Promotions)

Starbucks may provide third party content on the Sites (including embedded content) and links to web pages and content of third parties, including advertisements and promotions (collectively, "Third Party Content") as a service to those interested in this information. We do not control, endorse or adopt any Third Party Content, including that the inclusion of any link does not imply affiliation, endorsement or adoption by Starbucks of any site or any information contained therein, and can make no guarantee as to its accuracy or completeness. You acknowledge and agree that Starbucks is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review such Third Party Content. You agree to use such Third Party Content contained therein at your own risk. When you visit other sites via Third Party Content, or participate in promotions or business dealings with third parties, you should understand that our terms and policies no longer govern, and that the terms and policies of those third party sites will now apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from our Sites.

Limitation on Liability

To the maximum extent permitted by applicable law, Starbucks and its officers, directors, employees, shareholders or agents shall not be liable for any direct, indirect, punitive or consequential damages, or any other damages of any kind, including but not limited to loss of income, profits, goodwill, data, contracts, use of money, or loss or damage arising from or connected in any way to business interruption, whether in tort (including without limitation negligence), contract or otherwise, arising out of or in connection with the use of or inability to use the Sites, the content or the materials contained in or accessed through the Sites, including without limitation any damages caused by or resulting from reliance by a user on any information obtained from Starbucks, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction or unauthorized access to Starbucks' records, programs or services. In no event shall the aggregate liability of Starbucks, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of or inability to use the Sites, exceed any compensation you pay, if any, to Starbucks for access to or use of the Sites. Some jurisdictions do not allow the limitation of liability in contracts with consumers, so some or all of these limitations of liability may not apply to you.

Indemnification

You agree to defend, indemnify and hold harmless Starbucks, its independent contractors, service providers and consultants, and their respective directors, officers, employees, agents, parents, subsidiaries, and other affiliates, from and against any claims, suits, damages, costs, liabilities, penalties, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to (a) your use of the Sites; (b) any User Content or Ideas you provide; (c) your violation of these Terms of Use; (d) your violation of any rights of any third party; or (e) your conduct in connection with the Sites. Starbucks reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate in asserting any available defenses.

Modifications to the Sites

Starbucks reserves the right to modify or discontinue, temporarily or permanently, the Sites or any features or portions thereof without prior notice. You agree that Starbucks will not be liable for any modification, suspension or discontinuance of the Sites or any part thereof.

Financial Material Disclosures

Forward-Looking Statements: The Sites, and any documents issued by Starbucks and available through the Sites, may contain statements which constitute forward-looking statements. Forward-looking statements can be identified by the fact that they do not relate strictly to historical or current facts. They often include words such as "believes," "expects," "anticipates," "estimates," "intends," "plans," "seeks" or words of similar meaning, or future or conditional verbs, such as "will," "should," "could" or "may." Forward-looking statements include statements made as to future operations, costs, capital expenditures, cash flow, product developments, operating efficiencies, sales and earnings estimates or trends and expansion plans, initiatives and projections. These forward-looking statements are based on our expectations as of the date such forward-looking statements are made and are neither predictions nor guarantees of future events or circumstances. Actual future results and trends may differ materially depending on a variety of factors including the risks detailed in the company's filings. The company assumes no obligation to update any of these forward-looking statements.

Press Releases: The information contained within press releases issued by Starbucks should not be deemed accurate or current except as of the date the release was posted. Starbucks specifically disclaims any duty to update, the information in the press releases. To the extent any information therein is forward-looking it is intended to fit within the safe harbor for forward-looking statements and is subject to material risk.

Third-Party Financial Information: As a service, Starbucks may provide links to third-party websites or services that contain financial or investment information about Starbucks. Starbucks neither regularly monitors nor has control over the content of third parties' statements or websites. Accordingly, Starbucks does not endorse or adopt, nor make any representations or warranties whatsoever regarding the accuracy or completeness, of those websites or any information contained therein, including, without limitation, analysts' reports and stock quotes. Users visit these websites and use the information contained therein at their own risk.

Jurisdiction and Compliance with Laws

Access to and use of the Sites and these Terms of Use are governed by and in accordance with *Romanian* law the without resort to conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. Any legal action or proceeding relating to your access to or use of the Sites or these Terms of Use

shall be instituted only in Bucharest, Romania.. You and Starbucks agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

Termination

Notwithstanding any of these Terms of Use, Starbucks reserves the right, without notice and in its sole discretion, to terminate your license to use the Sites and to block or prevent your future access to and use of the Sites. Starbucks failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms.

Severability

If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

Contact Us

Please feel free to contact us with any comments, questions or suggestions you might have regarding the information described in the Sites.

You may contact us at:

Customer Care

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