

## **Starbucks India Mobile App Terms of Use**

Last Revised: 30<sup>th</sup> June 2020

PLEASE READ THESE TERMS OF USE CAREFULLY. DOWNLOADING, INSTALLING, ACCESSING OR USING THIS STARBUCKS INDIA MOBILE APPLICATION (THE “APPLICATION”) CONSTITUTES ACCEPTANCE OF THESE TERMS OF USE (“TERMS”), AS SUCH MAY BE REVISED BY TATA STARBUCKS PRIVATE LIMITED (Starbucks India), A JOINT VENTURE BETWEEN TATA GLOBAL BEVERAGES LIMITED (NOW KNOWN AS “TATA CONSUMER PRODUCTS LIMITED”) AND STARBUCKS CORPORATION, FROM TIME TO TIME, AND IS A BINDING AGREEMENT BETWEEN THE USER (“USER”) AND Starbucks India, GOVERNING THE USE OF THE APPLICATION. IF USER DOES NOT AGREE TO THESE TERMS USER SHOULD UNINSTALL THIS APPLICATION IMMEDIATELY. This Terms contains disclaimers and other provisions that limit the liability of Starbucks India to User.

See also: [Privacy Policy](#), [My Starbucks Rewards™ Terms](#) and [Starbucks Card Terms of Use](#)

### **Eligibility**

The Application is not targeted towards, nor intended for use by, anyone under the age of 18. A USER MUST BE AT LEAST AGE 18 TO ACCESS AND USE THE APPLICATION. Any User under the age of 18, may only use the Application under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use. User represents and warrants that (a) he/she is not located in a country that is subject to Indian government embargo, or that has been designated by the Indian government as a “terrorist supporting” country; and (b) he/she is not listed on any Indian government list of prohibited or restricted parties.

In order to use certain functions of our Application, you will need to register for a My Starbucks Rewards™ account. You agree to (a) create only one account mapped to a unique email id; (b) provide accurate, truthful, 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 India if you discover or otherwise suspect any security breaches relating to the Application; and (f) take responsibility for all activities that occur under your account and accept all risks of unauthorized access.

### **Apple Terms and Conditions; Starbucks India Policies**

These Terms supplement and incorporate (a) the Apple, Inc. (“Apple”) Terms and Conditions (located at <https://www.apple.com/in/legal/internet-services/itunes/in/terms-en.html>) including, without limitation, the Licensed Application End User License Agreement provided therein (“Apple Terms”); and (b) other Starbucks India policies, including My Starbucks Rewards™, posted at [www.starbucks.in](http://www.starbucks.in) (“Starbucks India Website”). If any of the provisions of the Apple Terms and Conditions or the any applicable Starbucks India policies conflict with these Terms, these Terms will control, solely to the extent such terms apply to the Application. Starbucks India, not Apple, is solely responsible for the Application and the content thereof.

### **Google Terms and Conditions; Starbucks India Policies**

These Terms supplement and incorporate (a) Google Inc. (“Google”) Terms and Conditions (located at [https://play.google.com/intl/en\\_in/about/play-terms.html](https://play.google.com/intl/en_in/about/play-terms.html)) including, without limitation, the Google Terms of Service provided therein (“Google ToS”); and (b) other Starbucks India policies, including My Starbucks

Rewards™, posted at [www.starbucks.in](http://www.starbucks.in) (“Starbucks India Website”). If any of the provisions of the Google Terms and Conditions or the any applicable Starbucks India policies conflict with these Terms, these Terms will control, solely to the extent such terms apply to the Application. Starbucks India, not Google, is solely responsible for the Application and the content thereof.

### **User License**

Subject to these Terms, Starbucks India grants the User a personal, non-exclusive, non-transferable, limited, and revocable license to use the Application for personal use on an iOS or Android mobile products (a “Device”) owned or controlled by User as permitted by the Usage Rules contained in the Apple Terms, the Google Terms and in accordance with these Terms (“User License”). Any use of the Application in any other manner, including, without limitation, resale, transfer, modification or distribution of the Application or text, pictures, barcodes, video, data, hyperlinks, displays, and other content associated with the Application (“Content”) is prohibited. These Terms and User Licenses also govern any updates to, or supplements or replacements for, this Application unless separate terms accompany such updates, supplements, or replacements, in which case the separate terms will apply.

### **Starbucks Cards; My Starbucks Rewards™ Program**

Starbucks India may allow you to purchase Starbucks stored value cards (“Starbucks Cards”) or Starbucks eCards (“eCard”) or register for its My Starbucks Rewards™ (“Rewards Program”) program through the Application. Please refer to the Starbucks Card Terms & Conditions for more information about the terms, conditions and policies that apply to your purchase and use of Starbucks Cards & eCards; and to the My Starbucks Rewards Terms of Use for more information about the terms, conditions and policies that apply to your registration and use of the My Starbucks Rewards program.

### **Mobile Payment**

Users who download the Application to a Device may also elect to participate in certain functionality of the Application which will allow the User to use a Device to purchase Starbucks India products in the same manner as is possible with a Starbucks Card (“Mobile Payment”). Mobile Payment is accepted at all Starbucks India retail locations. Starbucks India reserves the right at any time to discontinue Mobile Payment or change the location of stores accepting Mobile Payment.

### **Mobile order and Pay:**

Users who download the Application to a Device may also elect to participate in certain functionality of the Application which will allow the User to use the Application to order and pay using a registered Starbucks Card for certain Starbucks products in certain participating Starbucks stores in India prior to arrival at the store (“MO&P”). MO&P is accepted at all participating Starbucks stores in India; please refer to the **FAQs** for the list of participating Starbucks stores. Starbucks reserves the right at any time to discontinue MO&P or change the location and/or list of participating stores accepting MO&P. Once a mobile order has been placed by User, it cannot be cancelled or modified.

### **Email Communications, Text Communications and Push Notifications**

If a User signs up for a Starbucks India account using the Application, the User is, by default, opted in to receive promotional email communications from Starbucks India (“Email Communications”). The User may, at the time of sign up, opt out of receiving promotional Email Communications from Starbucks India. Thereafter, the User may opt out of receiving Email Communications by adjusting the User’s profile settings in the User’s Starbucks India account via [www.starbucks.in](http://www.starbucks.in) or via the Application.

Similarly, upon download of this Application, the User is, provided the option to opt into receive push notifications from Starbucks India on their Device and within the Application. This may include promotional

communications, offers (including geofencing messages), and system messages pushed to the Device or within the Application mailbox ("Push Notifications"). The User may, at any time following download of this Application, opt out of receiving Push Notifications for the application mailbox by adjusting the "Notifications" switch within the Settings feature to "off", or within the Device's settings application under "Notifications" to completely opt out of all Push Notifications. Opting out of Push Notifications will not affect User settings with respect to Email Communications and will not affect the receipt of promotional messages in the application mailbox on the Application.

### **Acceptable Use**

User's use of the Application, any Content, and any information provided by the User including user names and passwords, addresses, e-mail addresses, phone number, financial information (such as credit card numbers), information related to a Starbucks India Card, employer name, or GPS location ("User Information") transmitted in connection with the Application is limited to the contemplated functionality of the Application. In no event may the Application be used in a manner that (a) harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights); (b) is unlawful, fraudulent, or deceptive; (c) uses technology or other means to access Starbucks India or Content that is not authorized by Starbucks India; (d) uses or launches any automated system, including without limitation, "robots," "spiders," or "offline readers," to access Starbucks India or Content; (e) attempts to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment; (f) attempts to gain unauthorized access to Starbucks India computer network or user accounts; (g) encourages in conduct that would constitute a criminal offense or that gives rise to civil liability; (h) violates these Terms; (i) attempts to damage, disable, overburden, or impair Starbucks India servers or networks; (j) impersonates any person or entity or otherwise misrepresents your identity or affiliation with another person or entity; or (k) fails to comply with applicable third party terms (collectively "Acceptable Use"). Starbucks India reserves the right, in its sole discretion, to terminate any User License, terminate any User's participation in Mobile Payment, remove Content, or assert legal action with respect to Content or use of the Application, including Mobile Payment, that Starbucks India reasonably believes is or might be in violation of these Terms, Apple Terms, or Google Terms or Starbucks India policies including the Starbucks Card Terms and Conditions. Starbucks India's failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms. Starbucks India requests that Users not use the Application while driving.

### **Indemnification**

The User agrees to defend, indemnify, and hold harmless Starbucks India, its parent, subsidiary and other affiliated companies, independent contractors, service providers and consultants, and their respective employees, contractors, agents, officers, and directors from any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including attorney's fees) that arise from or relate to the User's use or misuse of the Application, violation of these Terms, or violation of any rights of a third party. Starbucks India 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. In the event of any third party claim that the Application or User's possession and use of the Application infringes that third party's intellectual property right, Starbucks India, not Apple or Google, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.

### **Warranties; Disclaimers**

STARBUCKS INDIA IS PROVIDING THE APPLICATION TO THE USER "AS IS" AND THE USER IS USING THE APPLICATION AT HIS OR HER OWN RISK. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, STARBUCKS INDIA DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT THE APPLICATION IS MERCHANTABILITY, RELIABLE, AVAILABLE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, NON-INFRINGEMENT, FREE OF DEFECTS OR VIRUSES, ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, THAT THE USE OF THE APPLICATION BY THE USER IS IN COMPLIANCE WITH LAWS APPLICABLE TO THE USER, THAT USER INFORMATION TRANSMITTED IN CONNECTION WITH THE APPLICATION WILL BE SUCCESSFULLY, ACCURATELY, OR SECURELY TRANSMITTED OR RECEIVED.

In the event of any failure of the Application to conform to any applicable warranty, User may notify Apple or Google, and Apple or Google will refund the purchase price for the Application to the User (as applicable) and, to the maximum extent permitted by applicable law, Apple and Google will have no other warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Starbucks India's sole responsibility. Additionally, Apple and Google have no obligation whatsoever to furnish any maintenance and support services with respect to the Application. Starbucks India, not Apple or Google, is responsible for addressing any claims of the User or any third party relating to this Application.

#### **No Liability**

TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, IN NO EVENT SHALL STARBUCKS INDIA (A) BE LIABLE TO THE USER WITH RESPECT TO USE OF THE APPLICATION, INCLUDING WITHOUT LIMITATION PARTICIPATION IN MOBILE PAYMENT; AND (B) BE LIABLE TO THE USER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOSS, THEFT OR CORRUPTION OF USER INFORMATION, THE INABILITY TO USE THE APPLICATION OR ANY OF ITS FEATURES OR DEVICE FAILURE OR MALFUNCTION. THE USER'S SOLE REMEDY IS TO CEASE USE OF THE APPLICATION OR TO CEASE PARTICIPATION IN MOBILE PAYMENT. 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.

#### **Copyright and Limited License**

Unless otherwise indicated, the Sites and all content and other materials therein, including, without limitation, the Starbucks logo, TATA 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 the Starbucks India or its licensors or users and are protected by Indian 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 its intended purpose. Any use of the Sites or Site Materials other than as specifically authorized herein, without the prior written permission of the Starbucks India, 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.

### **Copyright 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 at our contact details given below.

### **Trademark Information**

The “Starbucks,” “Starbucks Coffee” and Siren Logo trademarks are owned by Starbucks Corporation and used by the Starbucks India under a license. The “TATA” mark and logo are owned by Tata Sons Limited and are used by the Starbucks India under a license from Tata Sons Limited. . All other 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 India or its affiliates or licensors. 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 the Starbucks India, Starbucks Corporation, Tata Sons Limited 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 the Company by sending an e-mail to Customer Care or writing to

Tata Starbucks Private Limited, Customer Care, 4th Floor, New Excelsior Building, Amrit Keshav Nayak Marg, Fort, Mumbai – 400 001 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.

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

Starbucks India may provide third party content in the Application (including embedded content) or links to third party content, applications, products and services, 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 India of any application or any information contained therein, and can make no guarantee as to its accuracy or completeness. You acknowledge and agree that Starbucks India 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 use other applications 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 applications will now apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any application to which you navigate from our Application.

### **Governing Law and Jurisdiction**

These Terms and use of the Application shall be governed and construed in accordance with Indian laws and are subject to the exclusive jurisdiction of Competent Courts at Mumbai only. The User irrevocably consents to the exclusive jurisdiction of the Competent Courts at Mumbai, for purposes of any legal action arising out of or related to the use of the Application or these Terms.

### **Third Party Beneficiary**

Apple, Google, and Apple's and Google's subsidiaries are third party beneficiaries of these Terms. Upon User's acceptance of these Terms, Apple and Google will have the right (and will be deemed to have accepted the right) to enforce these Terms against User as a third party beneficiary thereof.

### **Changes**

Starbucks India reserves the right to change or modify these Terms or any other Starbucks India policies related to use of the Application at any time and at its sole discretion by changing these Terms within the Application or by posting revisions on the Starbucks India Website. Continued use of the Application following such changes or modifications to the Terms or other Starbucks India policies will constitute acceptance of such changes or modifications.

### **Contact**

For general inquiries, you can call us on 18602660010. Alternatively, you can send us an email on [customercare@tatastarbucks.com](mailto:customercare@tatastarbucks.com), and we'll do our best to reply as quickly as possible.

For queries regarding the Starbucks Card, please send us an email on [card@tatastarbucks.com](mailto:card@tatastarbucks.com).

WeWork Marol, 2nd Floor, The MasterPiece, next to IISM and Pearl Academy, adjacent to Marol Metro Station, Andheri East, Mumbai, Maharashtra 400059