

HABITŪ Hong Kong. ("HABITŪ " or "we" or "us")

HABITŪ Loyalty Program Account Terms of Use and Agreement

IMPORTANT -- PLEASE READ: The following **HABITŪ Loyalty Program** Agreement describes the terms and conditions that apply to the prepaid account of your **HABITŪ Loyalty Program**. This agreement is divided into two parts. Part One describes the terms that apply generally to the **HABITŪ Loyalty Program Account**. Part Two contains important legal terms and conditions.

YOUR USE OF YOUR HABITŪ Loyalty Program IS GOVERNED BY THE TERMS OF THIS AGREEMENT. PLEASE ENSURE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS BEFORE USING YOUR HABITŪ Loyalty Program Account. IF YOU DO NOT UNDERSTAND THESE TERMS YOU MAY EMAIL TO LETUSKNOW@CAFFEHABITU.COM TO DISCUSS YOUR CONCERNS WITH US BEFORE YOU FIRST USE YOUR HABITŪ Loyalty Program.

PART ONE: HABITŪ Loyalty Program GENERAL TERMS

About Your Account; **HABITŪ** Purchases Only.

The **HABITŪ Loyalty Program** is issued to you by **HABITŪ**. It allows you to load a monetary value on to your **HABITŪ Loyalty Program Account** for future purchases at participating **HABITŪ** stores. The **HABITŪ Loyalty Program Account** is to be treated like cash. It cannot be replaced if lost, stolen or destroyed unless you have registered it and reported the loss as described below. The monetary value that you load onto your **HABITŪ Loyalty Program Account** is a prepayment only for the goods and services of participating **HABITŪ** stores. No credit card, credit line, overdraft protection or deposit account is associated with a **HABITŪ Loyalty Program Account**. No interest, dividends or any other earnings on funds loaded on to a **HABITŪ Loyalty Program Account** will accrue or be paid or credited to you by **HABITŪ**. The value associated with the **HABITŪ Loyalty Program Account** is not insured or guaranteed by any person or entity.

Only HABITŪ locations in Hong Kong will accept your **HABITŪ Loyalty Program Account** for payment. We reserve the right not to accept any **HABITŪ Loyalty Program Account** or otherwise limit use of a **HABITŪ Loyalty Program Account** if we reasonably believe that the use is unauthorized, fraudulent or otherwise unlawful.

Loading Value on Your Card.

You may load value onto a **HABITŪ Loyalty Program Account** by using a valid credit card. You may also top up an existing **HABITŪ Loyalty Program Account** by using a credit card (VISA or MasterCard) on your Mobile Apps Application. A maximum of \$5,000 Hong Kong Dollars may be loaded onto your **HABITŪ Loyalty Program Account** 3 times a day and the minimum amount that can be loaded is \$100 Hong Kong Dollars. A maximum of \$15,000 stored value is loaded in your **HABITŪ Loyalty Program Account**. **HABITŪ Loyalty Program Account** may change these maximum and minimum amounts at any time by notifying you at the point of sale and such change shall not constitute an amendment to this agreement. Preloaded value will be valid for 2 years and no refund will be given for unused preload balance.

Receipts and Statements.

Users are not sent statements of itemised transactions from a **HABITŪ Loyalty Program Account**. You can check the balance of your **HABITŪ Loyalty Program Account** or review recent transactions on your **HABITŪ Loyalty Program Account** through your apps application.

Liability for Unauthorized Transactions.

Because your **HABITŪ Loyalty Program Account** is used like cash for purchases from **HABITŪ**, you are responsible for all transactions associated with your **HABITŪ Loyalty Program Account**, including unauthorized transactions. If your **HABITŪ Loyalty Program Account** is lost, stolen or destroyed, the balance on your account cannot be replaced. Personal Information which you provide to us for purposes of registering your **HABITŪ Loyalty Program Account** will be held pursuant to **HABITŪ** Privacy Policy.

PART TWO: IMPORTANT LEGAL TERMS

Changes to This Agreement.

We may amend the terms of this agreement at any time for security, legal, regulatory or valid business reasons.

Disclaimers and Limits of Liability.

HABITŪ does not represent or warrant that your **HABITŪ Loyalty Program Account** will always be accessible or accepted at participating **HABITŪ** stores.

- In the event that **HABITŪ** is liable to you under this agreement, you will be entitled to recover from us your actual damages, up to the last balance held on your **HABITŪ Loyalty Program Account**; **HABITŪ** will not be liable to you for:
- any loss of income, business, goodwill or profits arising out of this agreement;
- any unauthorized access to or alteration, theft or destruction of your **HABITŪ Loyalty Program Account**;
- the consequences of any delay or mistake relating to the use of your **HABITŪ Loyalty Program Account** caused by any circumstances beyond our control;
- any loss or damage which was not caused by our breach of this agreement or breach of our legal duty of care;
- any loss or damage which was not a reasonably foreseeable result of either our breach of this agreement or breach of our legal duty of care. Loss or damage is "reasonably foreseeable" if, at the time we entered into this agreement, such loss was contemplated by you and by us; or
- any loss or damage suffered by you as a result of you failing to take reasonable precautions against such loss or damage.

Enquiries or Questions.

If you have any questions regarding this **HABITŪ Loyalty Program Account** Terms of Use and Agreement, please email to letusknow@caffehabitu.com.