

Terms of Use for Mobile Order & Pickup Service

(Effective from 7th July 2025)

Terms of Use

These Terms of Use for Order and Pay Ahead Service (these “**Terms of Use**”) shall apply and constitute a legally binding agreement between a member of Starbucks Rewards Program (a “**user**” or “**you**”) and **AmRest Coffee s.r.o.**, located at Walterovo náměstí 329/3, 15800 Praha 5, registered at register court, under the number C 130118, ID No: 28167694 (“**Starbucks**”, “**we**” or “**us**”) where you use the Starbucks Mobile Order and Pickup Service (the “**Order Ahead Service**”) through Starbucks Czechia mobile application (“**Starbucks App**”).

You may use the Order Ahead Service in accordance with these Terms of Use. **Please read carefully and fully understand these Terms of Use, particularly the terms in bold font.**

Privacy Policy; Starbucks Rewards Terms and Conditions

The *Privacy Policy* and *Starbucks Rewards Terms and Conditions* are integral parts of these Terms of Use. Please read the *Privacy Policy* and *Starbucks Rewards Terms and Conditions* carefully because when you accept these Terms of Use, you are also agreeing to the *Privacy Policy* and *Starbucks Rewards Terms and Conditions* .

If there is any inconsistency between these Terms of Use and the *Privacy Policy* and/or *Starbucks Rewards Terms and Conditions* , these Terms of Use shall prevail. Any unaddressed matters under these Terms of Use are subject to the relevant provisions of the *Privacy Policy* and/or *Starbucks Rewards Terms and Conditions* .

Age Limit

You acknowledge that you are at least 16 years old and are fully able to understand, agree to and abide by these Terms of Use.

To use the Order Ahead Service, you must be a consumer. A consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business or profession.

General Terms of the Order Ahead Service

(1) You may purchase designated products (“**Products**”) from certain Starbucks stores in the Czech Republic, operated by us through Starbucks App and then pick up the purchased Products (a “**Pick-up**”) at your chosen Starbucks store (“**Pick-up Store**”). A contract relating to the purchased products is concluded between Starbucks and the user. To place an order, the user must register in accordance with the Starbucks Rewards Terms and Conditions.

(2) The Order Ahead Service will be provided subject to Starbucks stores’ business hours. The specific business hours of a Starbucks store will show in the Starbucks App when you order.

(3) Different Starbucks Stores might sell different Products through the Starbucks App. The specific Products that you can purchase through the Order Ahead Service, and their specifications, prices, etc. will show in the Starbucks when you order.

(4) A Starbucks store's business hours, Products and their specifications, prices, and other contents of the Order Ahead Service might change from time to time. Please pay attention to such information when you order.

(5) **You understand and agree that pictures of the Products presented in the Starbucks App are for reference only.**

[6] **Starbucks has the right to refuse to provide the Order Ahead Service to a user if he/she violates the applicable laws and regulations or behaves in a dishonest manner. The said behavior includes, without limitation, (i) use of the Order Ahead Service by the user to conduct illegal activities such as money laundering, theft of personal information, etc.; (ii) disrupting the normal operation of the Starbucks App, improperly interfering with the normal operation of a Starbucks store, or acting in a manner that is deemed inappropriate by Starbucks; (iii) providing fake or false information or failing to pick up the Products at a Pick-up Store without justifiable reasons, which causes baristas at the Pick-up Store to be unable to contact you or abandonment of Products, and any of such behaviors (as described in this point III) might have occurred for more than once.**

Order Placement

(1) When you order, the Starbucks App will automatically match and recommend appropriate Starbucks stores near your location (provided that you have enabled to the Starbucks App to use your location). You need to choose one of the Starbucks stores as your Pick-up Store.

(2) There are restrictions on the categories and number of Products that a user could purchase in one order. For example, if a Product is out of stock. Such restrictions will show in the Starbucks App when you order.

(3) The means of payment is subject to the options provided by the Starbucks App at the time of your payment. You can choose between Credit card (Mastercard/Visa), Google Pay and Apple Pay. All prices are in Euros and include the statutory value added tax. The purchase price is due upon conclusion of your order.

(4) **Unless otherwise as specified by Starbucks, in-store marketing and promotional activities and cooperative activities between Starbucks and other third-party businesses are not applicable to the Order Ahead Service.**

(5) **At the time of payment, you may use certain Starbucks Rewards Program member rewards (“Member Rewards”), e-coupons, etc. designated by Starbucks to redeem Products or deduct Products prices (the applicable specific offers and terms of use are subject to the details presented in the Starbucks App).**

Based on your selection, we will automatically match and recommend the most preferential redemption or deduction to you for the order. You may only use one Member Reward or e-coupon for each Product in an order.

(6) **The user can start the ordering process by selecting the desired Product in the Starbucks App via the product overview page. For certain Products, the user has the option to customize them by clicking on the available customization options for the Product. By clicking on the**

'Add item' button, the Product with the selected configurations is placed in the shopping basket and the user can see the selected Products in the shopping basket view. The user can then choose the payment method. By clicking on the 'Confirm and pay button', the user submits a binding offer to complete the order. Please check the order carefully before you place the order. Your order is deemed effective if a Starbucks store confirms and accepts your order (subject to the confirmation shown on the order page). Once the order takes effect, this is: to be confirmed by Starbucks store, the Starbucks store will start preparing the Products immediately according to the order, and from this time the user could not change his /her Pick-up Store or modify or cancel the order thereafter

(7) You understand and agree that after a Starbucks store accepts your order, in case a Product you ordered is unexpectedly sold out or out of stock, please speak to our baristas at the Pick-up Store and make a Product changes. You do not agree to change the Product, you may apply to cancel your entire order by emailing us at starbucks_info_cz @amrest..

In addition, a Starbucks store may have to cancel your order due to any unforeseeable, unavoidable and insurmountable reasons that may cause the Starbucks store unable to provide Products on time, such as a fire, flood, thunder, storm, etc. Once the order is canceled, we will refund the payment to you in the same means and way as you paid for the order.

Pick-up at the Pick-up Store

(1) The preparation time required for the Products as shown in the Starbucks App only a reasonable estimate. You acknowledge and agree that the actual time required for preparing the Products may vary.

(2) We suggest that you pick up the Products at the Pick-up Store within 15 minutes after your order is completed (subject to the time displayed on the order page) to enjoy the best flavor of the Products. Where you are unable to pick up the Products due to certain reasons, please contact your Pick-up Store. We will make reasonable efforts to meet your requests. Please note that if you fail to pick up your purchased foods and beverage at your Pick-up Store within 15 minutes after completing your order, or at the time agreed with the Pick-up Store, the foods or beverage will be disposed of and you will not receive any refund.

(3) If you have used Member Rewards or e-coupons at the time of your payment, and later cancel your order in accordance with these Terms of Use, the Member Rewards or e-coupons you have used will be returned to your account in the same form. If you change Products at the Pick-up Store, the Member Rewards or e-coupons you have used will not be returned to you, nor will there be any compensation for the used Member Rewards or e-coupons.

(4) You agree to provide us with correct and accurate information (such as you or the pick-up person's name) and pick up the Products at the Pick-up Store with the name displayed on the order page. Starbucks stores shall not be liable if you fail to pick up an order due to incorrect information provided by you or for other reasons solely on your side.

(5) You may find a receipt in the Starbucks App once the order is completed.

Starbucks Rewards Program Members

"The payment you make for the order will be recorded on your Starbucks Rewards account, and according to the applicable Terms and Conditions of the Starbucks Rewards program, Stars will be credited to you in proportion to the amount of your spending."

User's Information

You understand and agree that in order to provide the Order Ahead Service to you, Starbucks will collect and process your information. The information includes, without limitation, your user name, phone number, the names, prices and dates of your purchased Products, the information relating to your usage of the Starbucks ards and/or Starbucks gift cards, and your location information when you use the Starbucks App (subject to your authorization and consent).

We will process and store the personal information relating to you in accordance with the *Privacy Policy*.

Amendments to These Terms of Use

Starbucks encourages you to regularly check these Terms of Use, learn about the latest version, and consider whether or not to continue to use the Order Ahead Service.

Starbucks has the right to revise these Terms of Use from time to time. In such case, Starbucks will publish the amended Terms of Use and the effective date hereof via the Starbucks App. If you have registered your Starbucks Card, we will notify you of any amendments by e-mail, provided you have expressly consented to the transmission of information by e-mail. The amended Terms of Use will be deemed accepted by you if you use the Order Ahead Service before the expiration of this notification period. If you do not accept the amendments, you can no longer use the Order Ahead Service after the amended Terms of Use take effect.

Liability and resolution of disputes

(1) Starbucks undertakes to use its best efforts to ensure the proper and continuous operation of Mobile Order & Pickup. At the same time, Starbucks reserves the right to modify, cancel, suspend or block the use of any part of the Mobile Order & Pickup service at any time and without giving reasons. Starbucks also reserves the right to terminate the Mobile Order & Pickup service at any time.

(2) In case of dissatisfaction, the user or customer may take his/her complaint to an alternative dispute resolution entity. Alternative dispute resolution is a system that provides an alternative procedure for resolving disputes between consumers and businesses outside the traditional court system, in which case the Czech Trade Inspection Authority is the competent state supervisory authority. The Czech Trade Inspection Authority has the necessary information on the alternative procedure through which a user or customer can resolve a dispute. For more information about alternative dispute resolution please visit the Czech Trade Inspection Authority's website: www.coi.cz.

Governing Law

These Terms of Use shall be governed by and interpreted according to the law of Czech Republic.

Contact Us

Please feel free to contact us with any comments, questions or suggestions you might have regarding these Terms of Use.

You may contact us at: Customer Care:

E-mail: starbucks_info_cz@amrest.eu

AmRest Coffee s.r.o.