



*The following Card Agreement describes the terms and conditions that apply to the prepaid account of your Cafe Ami Card. By using your Cafe Ami Card, you agree to the terms of this agreement.*

### **About the Cafe Ami Card**

The Cafe Ami Card is issued to you by Cafe Ami. It allows you to load a dollar value on to your Cafe Ami Card for future purchases at participating Cafe Ami stores. The dollar value that you load onto your Cafe Ami Card is a prepayment only for the goods and services of participating Cafe Ami stores. No credit card, line of credit, overdraft protection or deposit account is associated with a Cafe Ami Card. Unless otherwise required by law or permitted by this agreement, any amount on your Cafe Ami Card is nonrefundable and may not be redeemed for cash.

We reserve the right not to accept any Cafe Ami Card or otherwise limit use of a Cafe Ami Card if we reasonably believe that the use is unauthorized, fraudulent or otherwise unlawful.

### **Loading Value on Your Card**

You can load a dollar value on the Cafe Ami Card by using a credit card, debit card or cash by visiting any participating store or by going online to [cafeami.ca](http://cafeami.ca). You may not load more than \$500 worth of value to your Cafe Ami Card and not less than \$5. Cafe Ami may change the maximum and minimum amounts at any time by notifying you at the point of sale or on the Cafe Ami web site, and such change shall not constitute an amendment to this agreement.

### **Receipts and Statements**

You can check the balance of your Cafe Ami Card or review recent transactions on your Cafe Ami Card at [cafeami.ca](http://cafeami.ca) or at any participating store. You will need to have your Cafe Ami Card available in order to access your account. The account balance for a Cafe Ami Card also will appear on your receipt from a store's point-of-sale device. When you use your Cafe Ami Card, you will receive a receipt which will indicate the remaining balance of your Cafe Ami Card.

### **Card Expiration**

Your Cafe Ami Card does not have an expiration date.

### **Liability for Transactions**

***Treat your card like cash.*** Because your Cafe Ami Card is used like cash for purchases from Cafe Ami, you are responsible for all transactions associated with your Cafe Ami Card, including unauthorized transactions. However, if your Cafe Ami Card is lost, stolen or destroyed, the Card can be replaced with the balance remaining on it at the time of your call, but only if you have registered it with us at [cafeami.ca](http://cafeami.ca)

If your Cafe Ami Card becomes lost, stolen or damaged, you should contact us immediately by emailing [CafeAmiGroup@gmail.com](mailto:CafeAmiGroup@gmail.com). Your Cafe Ami Card balance is only protected from the point in time you notify us that your Card is missing. We will freeze the remaining balance on your Cafe Ami Card at the time you notify us and will load that remaining balance on a replacement Cafe Ami Card.

### **Privacy Statement**

For information concerning how we collect, use and disclose information concerning the Cafe Ami Card and how to select privacy preferences regarding certain promotional communications, you should refer to our [privacy statement](#).

## **Changes to This Agreement**

We may amend the terms of this agreement at any time, including any rights or obligations you or we may have. We will post the terms to the modified agreement on [our website](#). As permitted by law, any change, addition or deletion will become effective at the time we post the revised agreement to our website. Unless stated otherwise, the change, addition or deletion will apply to your future and existing Cafe Ami Cards. 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 Cafe Ami Card. If we terminate this agreement without cause, we will refund or issue store credits equal to the balance held in your Cafe Ami Card account.

## **Governing Law**

This Agreement shall be governed by the laws of the province of British Columbia.

## **Disclaimers and Limits of Liability**

Cafe Ami and its affiliates make no representations, warranties or conditions of any kind, express or implied, with respect to the Cafe Ami 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. Cafe Ami does not represent or warrant that your Cafe Ami Cards will always be accessible or accepted.

In the event that Cafe Ami 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 Cafe Ami Card. Cafe Ami and its affiliates shall have no liability for any incidental, indirect or consequential damages (including without limitation loss of profit, revenue or use) 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 Cafe Ami or its affiliates have any liability for unauthorized access to, or alteration, theft or destruction of a Cafe Ami 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.

The laws of certain jurisdictions do not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have rights in addition to those contained in this agreement. In such jurisdiction, our liability is limited to the greatest extent permitted by law.

## **Assignment**

We may assign all or part of this agreement without such assignment being considered a change to the agreement, and without notice to you. We are then released from all liability. The assignee shall have the same rights and obligations as the assignor and shall agree in writing to be bound by the terms and conditions of this agreement.

## **Entire Agreement, Construction**

This agreement is the complete and exclusive statement of agreement between you and Cafe Ami, and supersedes and merges all prior proposals and all other agreements. In the event that any provision of this agreement shall be 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. Headings herein are for convenience of reference only and shall in no way affect interpretation of this agreement.

## **Inquiries or Questions**

If you have any questions regarding this agreement or your Cafe Ami Card, please visit our web site at [cafeami.ca](http://cafeami.ca) or email us at [CafeAmiGroup@gmail.com](mailto:CafeAmiGroup@gmail.com)