

## Daily Coffee Member Card Terms & Conditions

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**Effective September 24, 2022**

USE OF THE DAILY COFFEE MEMBER CARD PROGRAM CONSTITUTES ACCEPTANCE OF THESE TERMS OF USE ("TERMS"), AS SUCH MAY BE REVISED BY DAILY COFFEE FROM TIME TO TIME, AND IS A BINDING AGREEMENT BETWEEN THE USER ("USER", "YOU") AND NBRAND (M) SDN. BHD. ("DAILY COFFEE", "US") GOVERNING THE USE OF THE DAILY COFFEE MEMBER CARD.

THE USE OF DAILY COFFEE MEMBER CARD IS GOVERNED BY THE TERMS OF THIS AGREEMENT. PLEASE ENSURE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS BEFORE USING YOUR DAILY COFFEE MEMBER CARD. IF YOU DO NOT UNDERSTAND THESE TERMS YOU MAY EMAIL US AT [general@nbrand.com.my](mailto:general@nbrand.com.my) TO DISCUSS YOUR CONCERNS WITH US BEFORE YOU FIRST USE YOUR DAILY COFFEE MEMBER CARD.

WE RECOMMEND YOU KEEP A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

#### **PART ONE: DAILY COFFEE MEMBER CARD GENERAL TERMS**

##### 1.1 About Your Account: Daily Coffee Purchases Only

The Daily Coffee Card is issued to you by Daily Coffee. It allows you to load a monetary value on to your Daily Coffee Card for future purchases at Daily Coffee stores. The Daily Coffee Member Card can be used to make any purchases at Daily Coffee stores except for purchase of Daily Coffee Gift Card. The Daily Coffee Member Card is to be treated like cash. It cannot be replaced if lost, stolen or damaged. The monetary value that you load onto your Daily Coffee Member Card is a pre-payment only for the goods and services of Daily Coffee stores. No credit card, credit line, overdraft protection or deposit account is associated with a Daily Coffee Member Card. No interest, dividends or any other earnings on funds loaded on to a Daily Coffee Member Card will accrue or be paid or credited to you by Daily Coffee. The value associated with the Daily Coffee Member Card is not insured or guaranteed by any person or entity.

Your Daily Coffee Member Card is only valid for use in Daily Coffee stores in Malaysia only. We reserve the right not to accept any Daily Coffee Member Card or otherwise limit use of a Daily Coffee Member Card if we reasonably believe that the use is unauthorized, fraudulent, or otherwise unlawful.

##### 1.2 Loading Value on Your Card

In Malaysia, you can load value onto a Daily Coffee Member Card by using cash, credit card, and/or debit card by visiting any Daily Coffee store in Malaysia. Loading a Daily Coffee Member Card with another Daily Coffee Member Card is not allowed. The minimum amount that can be loaded into a Daily Coffee Normal Member Card for the first time is RM20 and for Daily Coffee Gold Member card is RM 300 and above for the first time and subsequent reload. A maximum amount of RM1,000 is permitted on a Daily Coffee Member Card at any given time and the amount that can be reloaded into a Daily Coffee Normal Member Card must be in denominations of RM10. Daily Coffee may change these maximum and minimum amounts at any time by notifying you at the point of sale or on the Daily Coffee web site or official social media and such change shall not constitute an amendment to this agreement.

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### 1.3 Fees and Expiry Date

Daily Coffee does not charge any fees for the issuance, activation, use or reloading of your Daily Coffee Member Card. For Gold Member, Your Daily Coffee Gold Member Card will require to reload minimum of RM300 and above each of the reload perform. If you wish not to reload RM 300 each of your top up, your Gold member card will consider as expired. Thereafter, your Daily Coffee Gold Member Card shall be deemed expired and turning into Daily Coffee Normal Member, which you will not entitled the benefits of Gold Member as stated in the terms and conditions.

### 1.4 Receipts and Statements

Cardholders are not sent statements of itemized transactions from a Daily Coffee Member Card account. You can check the balance of your Daily Coffee Member Card at the point of sale. Keep your receipts to ensure that your account balance is correct.

### 1.5 Redemption

The Daily Coffee Member Card cannot be exchanged for cash or credit balance unless required by and subject to the terms of this agreement. All reward benefits are valid only within their stipulated periods. There is no reversal or refund of any activation or credit reload into your Daily Coffee Member Card.

### 1.6 Complaint Handling

We reserve the right to correct the balance of your Daily Coffee Member Card account if we believe that a clerical, billing or accounting error has occurred. If you have questions regarding your transaction history or any correction, or if you dispute any transaction or correction that has been assessed against your Daily Coffee Member Card, please contact our Customer Care Team by email at [general@nbrand.com.my](mailto:general@nbrand.com.my) and we will conduct an investigation and communicate the results and correct any error that we verify as soon as we finish the investigation. If no error was found, we will communicate an explanation. We will have no liability for any billing error unless you provide us notice within sixty (60) days of the date you become aware of the error. You should monitor your transactions and account balances closely.

### 1.7 Optional Registration; Liability for Unauthorised Transactions

Because your Daily Coffee Member Card is used like cash for purchases from Daily Coffee, you are fully and solely responsible for the security, management and for all transactions associated with your Daily Coffee Member Card, including unauthorized transactions. There are no replacements for lost, stolen or damaged Daily Coffee Member Cards. The remaining balance in the lost Card will be automatically forfeited and non-refundable.

Please notify us immediately if there is a change of information provided for registration. Personal information which you provide to us for purposes of registering your Daily Coffee Member Card will be held pursuant to Daily Coffee Privacy Policy which is available on this website at [www.dailycoffee.com.my](http://www.dailycoffee.com.my) ("Daily Coffee Website").

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### **PART TWO: DAILY COFFEE MEMBER BENEFITS TERMS**

#### 2.1 Daily Coffee Membership Benefits

All of our Daily Coffee Member, including Normal and Gold Member will be able to enjoy the benefits as stated in this terms until further notice from Daily Coffee. The Benefits that are stated in this terms may be changed and revised from time to time without prior notice to the member. All the benefits and revised terms will be publish at [www.dailycoffee.com.my](http://www.dailycoffee.com.my) (Daily Coffee Website) and the official social media of Daily Coffee. Daily Coffee reserved the rights to discontinue or end any promotion without prior notice to the Daily Coffee Member.

#### 2.2 Daily Coffee Point earning and Redemption

The Daily Coffee Member Card allow the Member to earn point when you complete your purchase at any of our participating Daily Coffee Stores in Malaysia with the balance inside your Daily Coffee Member Card. The purchase that is not paid using the balance inside the Daily Coffee Member shall not entitled for any point earning from that particular purchase. For Daily Coffee Normal Member, the rate of point earning is RM1 equivalent to 10Pts, while for Daily Coffee Gold Member, the rate of point earning is RM1 equivalent to 15Pts. Point cannot be earned on purchases of Daily Coffee Member Card or Daily Coffee Member Card reloads. All earned point will be expired one year after the date of point earned. The point that earned will only can be redeem based on the redemption catalogue that is shown at the point of sales, Daily Coffee Website, or Official Social Media of Daily Coffee. Once the redemption is completed, the point deducted will not be refunded in any circumstance. If your point is being used by any unauthorized parties, Daily Coffee will not responsible for any point compensate unless the point that being deducted is due to unforeseen issue from Daily Coffee side.

#### 2.3 Free a slice of Birthday Cake during Member's Birthday Month

Daily Coffee Member is entitled for a slice of free cake from our participating Daily Coffee Stores based on the availability of the cake in the particular stores during the birthday month. Each of the member will only entitled for ONE (1) slice of free cake. The member will have to show the prove of birth date upon request at point of sales. Only the card holder of the Daily Coffee Member card can claim the free slice of cake. The free cake voucher will be assigned directly into the Daily Coffee Member Card by the system automatically. New signup member may require 7 working days for the voucher to be reflected in the Daily Coffee Member Card and the system.

#### 2.4 Buy 1 Free 1 Pastries after 6pm Daily

Daily Coffee Member are entitled to get Buy 1 Free 1 for Pastry Series items daily after 6pm subject to the availability of the pastries. Whichever lower value item will be consider as the free item. Payment only can be done via the prepaid balance of the Daily Coffee Member card. The promotion will not be available for the Daily Coffee Member that pay using other than the Prepaid Balance inside the Daily Coffee Member card.

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### 2.5 Every Thursday is Cakes Day

Daily Coffee Member are entitled to enjoy Buy 1 Free 1 for Cakes Series items, exclude Macaron, on every Thursday subject to the availability of the cakes. Whichever lower value item will be consider as the free item. Payment only can be done via the prepaid balance of the Daily Coffee Member card. The promotion will not be available for the Daily Coffee Member that pay using other than the Prepaid Balance inside the Daily Coffee Member card.

### 2.6 Free pizza voucher on the first RM100 Top up

New Sign up Daily Coffee Member with first top up of RM 100 into Daily Coffee Member Card will receive a Free Pizza Voucher. This promotion will only available for new signup member with the first reload of RM 100 into the Daily Coffee Member Card and is not available to current member. The eligible Member will direct received a physical voucher on the spot when the reload of RM 100 is completed. The voucher will be expired ONE (1) month after the date of receive the voucher. The voucher can only be redeemed at participating Daily Coffee Stores. You are required to present the physical voucher during the redemption. Daily Coffee Reserved the right to reject any redemption that does not provide a valid physical voucher during redemption point.

### 2.7 Free Coffee with Daily Tumbler

Daily Coffee Member who bought a new tumbler series item will received ONE (1) Free Coffee Voucher. The Coffee that can be redeem is limit to Grande size of Coffee Series Beverages, CB1 Series.

### 2.8 Daily Coffee Gold Member RM1 Coffee Daily

Every Daily Coffee Gold Member are entitled to enjoy RM 1 Coffee each day ONE (1) cup without any purchase. Only the Card Holder are eligible to enjoy the above promotion. Daily Coffee remain the rights to verify the Gold Member identity before the Gold Member claim the stated promotion. This promotion will be on going until further notice from Daily Coffee. This promotion is only limit to Grande size of Americano, Cappuccino, and Latte.

### 2.9 Special Terms to Daily Coffee Gold Member

Daily Coffee Gold Member can remain the status as a Gold Member by reload a minimum of RM 300 and above at each top up. If the Gold Member does not wish to reload RM 300 and above, the Gold Member can request to be converted become the normal member at any time.

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### **PART THREE: IMPORTANT LEGAL TERMS**

#### Daily Coffee Policies

##### 3.1 User Information

Some promotion of the Daily Coffee Member Card may require the transmission of information provided by the Member including but not limited member's Full Name, addresses, e-mail addresses, financial information (such as credit card numbers), information related to a Daily Coffee Member Card. If the member Signed up Daily Coffee Member Card, the Member consents to the transmission of User Information to Daily Coffee, its agents and/or service providers and authorizes Daily Coffee, its agents and/or service providers to record, process and store such User Information as necessary for the member promotion and for purposes described in the Daily Coffee Privacy Policy located at Daily Coffee Website. The Member is solely responsible for maintenance of the confidentiality and security of any User Information transmitted from or stored on a Device for purposes of the Application, including Online Payment, for all transactions and other activities undertaken with any Daily Coffee Member Card registered in the User's name whether authorized or unauthorized. The Member agrees to immediately notify Daily Coffee of any unauthorized transactions associated with the Daily Coffee Member Card including any other breach of security. Daily Coffee shall not be responsible for any losses arising out of the loss or theft of User Information transmitted from or stored on a Device or from unauthorized or fraudulent transactions associated with the Card.

##### 3.2 No Liability

Daily Coffee will not be liable the User for:

- any loss of income, business, goodwill or profits arising out of this agreement;
- any loss of income, business, goodwill or profits arising out of this agreement;
- any unauthorized access to or alteration, theft or destruction of the Daily Coffee Member Card;
- the consequences of any delay or mistake relating to the use of Daily Coffee Member Card caused by any circumstances beyond Daily Coffee's control;
- any loss or damage which was not caused by Daily Coffee's breach of this agreement or breach of legal duty of care;
- any loss or damage which was not a reasonably foreseeable result of either Daily Coffee's breach of this agreement or breach of legal duty of care. Loss or damage is "reasonably foreseeable" if, at the time Daily Coffee and the User entered into this agreement, such loss was contemplated by the User and by Daily Coffee; or
- any loss or damage suffered by the User as a result of the User failing to take reasonable precautions against such loss or damage.

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### 3.3 Changes

Daily Coffee reserves the right to change or modify these Terms or any other Daily Coffee Policies related to use of the Daily Coffee Member Card at any time and at its sole discretion by posting revisions on the Daily Coffee Website. Continued use of the Daily Coffee Member Card following the posting of these changes or modifications will constitute acceptance of such changes or modifications.

### 3.4 Severability

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

### 3.5 Assignment

We may transfer all or part of this agreement without such transfer being considered a change to the agreement, by giving notice to you. The company or other entity to whom we transfer this agreement will have the same rights and obligations as we did before the transfer and we will ensure that it agrees in writing to be bound by the terms and conditions of this agreement so that your rights under this agreement are not detrimentally affected.

### 3.6 Entire Agreement: Construction

All correspondence entered into under this agreement will be in the English language. This agreement is the complete and exclusive statement of the agreement between you and NBRAND (M) Sdn Bhd and supersedes all prior proposals and all other agreements in respect of the subject matter of this agreement. If any provision of this agreement is illegal or unenforceable, that provision will be deleted from this agreement, and the remaining terms will not be affected. Headings are for convenience of reference only and will in no way affect interpretation of this agreement.

### **Enquiries or Questions**

If you have any questions regarding this Daily Coffee Member Card Account Terms of Use and Agreement, or your Daily Coffee Member Card, please email our Customer Care Team at [general@nbrand.com.my](mailto:general@nbrand.com.my)

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