

# AbbVie Café Card Terms & Conditions

Please read and acknowledge these Terms and Conditions before using Your AbbVie Café Card. By adding value, registering for online account access and/or using Your AbbVie Café Card Account, You agree to be bound by the terms and conditions contained in this agreement, which will govern Your use of the AbbVie Café Card Account and Your participation in the AbbVie Café Card Program (the "Agreement"). Please read this Agreement. The term of this Agreement begins when these terms are acknowledged and ends on the earliest of, the last date that Company operates the AbbVie Café Card Program, or when the Cardholder's AbbVie Café Card is canceled, terminated or expires as set forth herein.

## 1 Definitions

- a. "You" and "Your" each mean the Cardholder.
- b. "We", "Us" and "Our" each mean Company.
- c. "AbbVie Café Card" means the card utilized by Cardholder in connection with the AbbVie Café Card Program, as defined in Section 2 below.
- d. "AbbVie Café Card Program" means the AbbVie program for offering company sponsored Card rewards as well as self-replenished card balances to be redeemed at AbbVie Cafeterias and intended for eligible employees and contractors.
- e. "AbbVie Café Card Website" means the website containing information about the AbbVie Café Card Program, including the area where Cardholders may login and manage their individual account.
- f. "AbbVie Cafeterias" means those locations in Lake County, Illinois where Cardholder may utilize the AbbVie Café Card.
- g. "Accepting Location" means a point-of-sale location that is authorized to accept the AbbVie Café Card account for the purchase of goods and services.
- h. "Account" means an account identified in Section 11 that Cardholder opens and utilizes to participate in the AbbVie Café Card Program.
- i. "Cardholder" means an individual who is eligible to use an AbbVie Café Card pursuant to the Agreement.
- j. "Company" means AbbVie Inc.
- k. "Registration" means the electronic process used by Cardholder to set-up online account access at the Card Holder Website.
- l. "Web User Account" means the account that enables You to access and manage Your Café Card account via the Card Holder Website.

## 2 Café Card Description

Your AbbVie Café Card can be any of the following:

- a. Your AbbVie Badge with UPI number; or
- b. An employee card that was requested for use with the Café Card program in place of your badge.

## 3 Eligibility

- a. You are an employee or contractor of AbbVie possessing an AbbVie UPI with a location ID residing in Lake County.
- b. You agree that You have read and understood this Agreement and that You will be bound by and will comply with all of its Terms and Conditions.

If You do not agree with all of these statements, You will not be able to access the Card Holder Website to view your account balance and to replenish your account with your own money.

## 4 Contact Information

If You have questions regarding Your AbbVie Café Card Account, You may email the AbbVie Café Card administration team at [AbbvieGSD@Abbvie.com](mailto:AbbvieGSD@Abbvie.com). You may also get support by visiting the AbbVie Café Card Website at:

External Link: <https://abbvie.campuscardcenter.com/ch/login.html>

Internal Link: [go/replenishmycard](#)

## 5 Card Accounts

Cardholder Account information are kept on computer systems maintained by AbbVie. Your Name and UPI information is sent to Service provider to enable to use of your badge for Café Card purposes.

No interest, dividends or other earnings or return will be paid on any value loaded in Accounts. Value associated with individual Cardholder Accounts is not insured by the Federal Deposit Insurance Corporation (FDIC).

## 6 Registration

You can register for online account access to Your AbbVie Café Card Account at the **AbbVie Café Card Website**, which can be found in the Contact section of this agreement

In order to register Your AbbVie Café Card Account You must validate personal information, agree to these Terms & Conditions, and create a Web User Account including a login and password.

You agree to provide true, accurate and complete registration information and to maintain and promptly update Your information as applicable. You agree not to impersonate any other person or use a name that You are not authorized to use. If any information You provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, Company has the right to terminate Your use of the AbbVie Café Card Program and Company, its agents, suppliers, and subcontractors have the right to recover from You any costs or losses incurred as a direct or indirect result of such inaccurate or incomplete information.

## 7 Password & Security

You should not reveal Your account login information or password(s) to anyone else. You must safeguard and protect the confidentiality of Your password to keep Your AbbVie Café Card Account secure. You will be responsible and liable for all instructions received at the AbbVie Café Card Website that are accompanied by Your password, regardless of whether those instructions actually come from You. Company is not responsible for losses incurred by the Cardholders as the result of their misuse of passwords.

## 8 Unauthorized Use

If You use, or attempt to use Your AbbVie Café Card for purposes other than permitted uses (i.e. making payments, managing Your accounts), including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of the AbbVie Café Card Website or the AbbVie Café Card Program, Your AbbVie Café Card account will be terminated and You will be subject to damages and other penalties, including criminal prosecution where available.

## 9 Electronic Statements & Communications

To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding Your AbbVie Café Card account and/or Your use of the AbbVie Café Card Program ("Communications"), may be provided to You electronically and You agree to receive all Communications from Company in electronic form. Electronic Communications may be posted on the pages within the AbbVie Café Card Website and/or delivered to Your e-mail address. You may print a copy of any Communications and retain it for

Your records. All Communications in either electronic or paper format will be considered to be in "writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not You have received or retrieved the Communication. Company reserves the right but assumes no obligation to provide Communications in paper format. Your consent to receive Communications electronically is valid until You revoke Your consent by notifying Company in writing at the address in the Contact Section of these Terms & Conditions. If You revoke Your consent to receive Communications electronically, Your right to use the AbbVie Café Card account will be terminated.

You agree to inspect Your electronic transactions and to notify us of any erroneous, improper or unauthorized transactions. If Your electronic statement indicates transactions that You did not make, you agree to notify us immediately using the information of the Contact section of this agreement.

## 10 Correct Email

You agree and warrant that You have access to the Internet and to a current functional email address. You have the sole responsibility for providing the AbbVie Café Card Program with a correct and operational email address. We will not be liable for any undelivered email communications or any costs You incur for maintaining Internet access and an email account.

## 11 Using the Café Card Account

You may use the AbbVie Café Card for the following purposes only: to pay for meals and products sold by AbbVie Cafeterias.

### 11.1 Multiple Accounts

Your AbbVie Café Card may be associated with multiple Accounts:

- a. Declining Balance - Account funded by You using your own credit and debit card (aka self-replenishment);
- b. Department Charge – Account funded by a sponsor via cost center.

Each of above Accounts has its own policies and rules pertaining to acceptance, online account access and funds loading. We reserve the right to restrict the use of these Accounts to certain qualifying locations. When authorizing an AbbVie Café Card purchase we will use the value in the Department Charge Account first. When there is not enough value to complete Your purchase, we will apply funds from Your Declining Balance Account. You agree to pay any remaining amount by another form of payment at the time of sale if the value on both Accounts is insufficient to pay for Your purchase.

### 11.2 Café Card Account Spending & Value Add Limits

Account Rule	Limit
Daily Spend Limit	\$99.99
Minimum Value Add	\$20.00
Maximum Value Add	\$99.99
Maximum Account Balance allowed	\$99.99
Accepting Locations	AbbVie Cafeterias

## 12 Adding Value to Café Card Declining Balance Accounts

You may add value to Your AbbVie Café Card Declining Balance Account at the AbbVie Café Card Website.

We reserve the right to accept or reject any request to add additional value to AbbVie Café Card Declining Balance Accounts, in Our sole discretion. If any transfer of value to an AbbVie Café Card Declining Balance Account becomes subject to any stop payment order or chargeback after value has been credited to the AbbVie Café Card Declining Balance account, We will be entitled to recover the full amount of the stopped or charged-back payment plus any applicable fees by deducting an equivalent amount from the AbbVie Café Card Declining Balance Account.

### 12.1 Value Availability

Value added to Your AbbVie Café Card by Credit Card and Debit Card Payments will be made available to the Cardholder's AbbVie Café Card on the same business day as the payment is received.

### 12.2 Saved Payment Methods

You may save payment methods on file for convenient future use. If a saved payment method is determined to be invalid for any reason We will notify You and ask that You update the payment method information. We reserve the right to remove invalid or expired cards from Your AbbVie Café Card account at Our discretion. You may edit saved payment methods at any time at the AbbVie Café Card Website.

### 12.3 Automatic Recurring Payments

You may provide instructions to automatically add value to Your AbbVie Café Card account on a recurring basis using a payment method saved on file. You may edit or delete these instructions at any time at the AbbVie Café Card Website.

## 13 Making Purchases with Café Card

Each time You use Your AbbVie Café Card to pay, the amount of the transaction will be debited from the Account. You may not spend more value than You have on any given Account. Should your purchase amount exceed the remaining balance in Your AbbVie Café Card Account, You are responsible for providing a secondary form of payment to complete the transaction.

## 14 Café Card Receipts

No receipts will be issued. You agree to check your transactions online.

## 15 Insufficient funds on Accounts

If the amount due is more than the balance of Your AbbVie Café Card Account, You are responsible for paying the remaining amount by a secondary form of payment at the time of sale.

## 16 Lost or Stolen Badge

If You think someone else is using your Badge without Your knowledge, please contact the AbbVie Café Card administration team using the information in the Contact section of this agreement

### 16.1 De-Activating and Re-Activating Café Card Account

You can deactivate and re-activate Your AbbVie Café Card account at the AbbVie Café Card Website.

## 17 Disputes/Returns

You agree to work to resolve all disputes about purchases made using the AbbVie Café Card account. If You are entitled to a refund for any reason for goods or services paid using your AbbVie Café Card, You agree to accept credits to the AbbVie Café Card Account in place of cash.

## 18 Error Resolution

If You think Your transactions list is wrong or if You need more information about a transaction listed on Your statement, please contact us as soon as possible using the information in the Contact section of this Agreement.

We must hear from You no later than 60 days after We made available the First electronic statement on which the problem or error appeared. When notifying us You must:

- a. Include the account holder name and UPI
- b. Describe the transaction in question and explain as clearly as possible the discrepancy.
- c. Indicate the dollar amount of the transactions

We will make best efforts to complete Our investigation within 20 business days after We hear from You and will correct any error promptly. However, We may take up to 60 days to investigate the discrepancy. If We decide that there was no error, We will send You a written explanation within 10 business days after We finish Our investigation.

## 19 Account Refunds

Eligible refunds are processed upon request and will be completed no later than 16 weeks of a request. Refund requests must include the requestor's name, AbbVie UPI, reason for request and be submitted via email to: [AbbvieCafeCard@campuscardcenter.com](mailto:AbbvieCafeCard@campuscardcenter.com)

Refund to You:

- a. You may request a refund of the monies in Your AbbVie Café Card Declining Balance Account balance at any time.
- b. Refund requests are accepted at any time but refunds are only processed when:
  - i. Your Declining Balance Account balance is at least USD\$15.00; and
  - ii. A refund request is submitted via email.
- c. No refunds will be issued for amounts less than USD\$15.00.
- d. Each Cardholder is permitted to request a refund once per calendar year for free, but thereafter, all subsequent refund requests within a 12 month period that are processed may incur a refund fee of USD \$25, which will be deducted from the balance to be refunded to Cardholder.
- e. An eligible Declining Balance Account refund may be issued to Cardholder by crediting the Original Credit Card, or an Alternate Credit Card, provided the Credit Card is valid at the time of refund.

## 20 Inactive Account

If You do not use your AbbVie Café Card, or access the AbbVie Café Card Website, for twelve (12) consecutive calendar months, Your AbbVie Café Card Account will be considered inactive and we may assess an Inactive Account Fee of USD\$10.00 per month until the balance on Your AbbVie Café Card Account is zero.

Fees are subject to change at our sole discretion.

## 21 Cancellation; Suspension of Use

We, in Our sole and absolute discretion, may limit, suspend or cancel Your use of the AbbVie Café Card and/or Declining Balance Account. Company may refuse to issue or may revoke the privileges for using the AbbVie Café Card Program with or without cause or notice. The AbbVie Café Card Program at all times remains the property of Company and may be repossessed by AbbVie Cafeteria at any time. If You would like to cancel use of the AbbVie Café Card Program or Your AbbVie Café Card Accounts, You may do so by contacting the AbbVie Café Card administration team in the Contact Section of this Agreement.

Upon cancellation, You will not be able to use or access the AbbVie Café Card Program.

## 22 Disclosure of Account Information to Third Parties

We will disclose information to third parties about Your Café Card account or the transactions You make only:

- a. where it is necessary for completing transactions;
- b. in order to comply with government agency or court orders;
- c. if You give us Your written permission;
- d. to carefully selected service providers who perform data processing, records management, collections, and other services for us, in order that they may perform those services;
- e. in order to prevent or investigate possible illegal activity;
- f. in order to issue payment authorizations for transaction on the Café Card account; or
- g. where otherwise provided by applicable law or Our privacy policy.

## 23 Changes in Terms and Conditions

We reserve the right to change the terms of this Agreement in our sole discretion and from time to time. Any such change will generally be effective immediately without notice to You unless We are required by applicable law to provide You with advance written notice of the proposed change. In such instances, those changes will be effective immediately after We have provided You with the required advance written notice following the effective date stated in such notice. If, however, the change is made for security purposes, We will implement the change without any notice to You. If You do not accept any change to this Agreement, You have a right to terminate this Agreement in a manner provided for herein.