



GENERAL

Kabuki Restaurants Gift Cards ("Gift Card") may be used to purchase goods and services at any Kabuki Restaurants in the United States until the full balance is used.

By purchasing and using Kabuki Restaurants Gift Cards, you agree that the laws of the State of California, without regard to principles of conflict of laws, will govern these Gift Card terms and conditions (the "Terms").

Gift Cards and Gift Card purchases are subject to our Privacy Policy and Terms of Use.

PAYMENT AND DELIVERY

Online:

Kabuki Restaurants Gift Cards may be purchased with a valid [VISA, MasterCard, Discover, American Express card]. We are not responsible for delayed receipt of gift cards, or for Gift Cards that are undeliverable or not received due to your failure to enter an accurate address for the recipient.

At one of our Restaurants:

Kabuki Restaurants Gift Cards may be purchased with a valid [VISA, MasterCard, Discover, American Express card or Cash].

REDEMPTION

This Gift Card is usable up to the balance to purchase food, beverage, or merchandise at any Kabuki Restaurant. Alcohol may be purchased, except where prohibited by law. This card is not redeemable online or for other gift cards. This card is not redeemable for cash, except where required by law.

RETURNS AND LOST OR STOLEN CARDS

You may not return or cancel your Kabuki Restaurants Gift Card after it has been purchased. Ownership and risk of loss of Gift Cards is transferred to the purchaser upon purchase.

We are not responsible for lost, stolen, or damaged Gift Cards. Lost, stolen, or damaged cards will be replaced if you can provide the original receipt with the damaged card.

RESALE

Kabuki Restaurant does not permit the resale of its Cards without our proper written consent. If you would like to become a reseller of our Cards, please contact us at anna@kaizendining.com

FRAUD

Kabuki Restaurants has the right to close Card accounts and may request alternative forms of payment if Kabuki Restaurants believes such Cards have been fraudulently obtained. In general, and in the interest of protecting you from fraud, we recommend that you do not purchase discounted Cards from third party resellers, including those on Craigslist, eBay, or any Online Marketplace. They are NOT authorized resellers. Often these Cards are purchased with stolen credit cards and may be closed at any time. For more info on the legitimacy of a Card, please contact us at anna@kaizendining.com

PROMOTIONAL USE

Cards may be used as personal or business gifts, but may not be used in connection with any marketing, advertising or other promotional activities (including without limitation via Web sites, Internet advertisements, email, telemarketing, direct mail, newspaper and magazine advertisements, and radio and television broadcasts) unless you obtain Kabuki Restaurants's prior written approval. Such approval shall be conditioned on, among other things, execution of and compliance with Kabuki Restaurants's gift card license agreement. If you are ordering more than 1,000 Cards or are interested in using the Cards for any promotional purpose, please email anna@kaizendining.com and an associate will contact you within 24-48 hours.

COMP CARDS

From time to time, Kabuki Restaurants may issue or award "rewards", "complimentary cards", "credits", "vouchers", or similar physical cards (collectively, "Comp Cards"). Generally, these Comp Cards have similar terms and conditions as the Cards described here, however, they may have expiration dates, delayed activation dates or may be subject to additional restrictions or exemptions as provided on the Comp Cards themselves or any packaging or other written materials that accompany such Comp Cards or any applicable law. Comp Cards, have no cash value, and are not Gift Cards.

LIMITATIONS

Gift Cards cannot be resold, transferred for value, redeemed for cash (except in states where required by law) or used to purchase other Gift Cards. Gift Cards are void if resold, transferred for value, or redeemed for cash. Gift Cards cannot be returned once purchased.

LIMITATION OF LIABILITY

The gift card is provided "as is," "with all faults" and "as available" and without warranty of any kind to the maximum extent permitted by applicable law, Kabuki Restaurants, including but not limited to:

- (a) Kabuki Restaurants makes no additional representation or warranty of any kind whether express, implied (either in fact or by operation of law), or statutory, as to any matter whatsoever;
- (b) Kabuki Restaurants expressly disclaims all implied warranties of merchantability, fitness for a particular purpose, quality, accuracy, and title;
- (c) Kabuki Restaurants does not warrant that the website is or will be error-free, will meet your requirements, be timely or secure. you will be solely responsible for any damage resulting from the use of the gift card use of the gift card is at your sole risk. if a gift card code is non-functional, your sole remedy, and our sole liability, shall be the replacement of such gift card.
- (d) Kabuki Restaurants does not represent or warrant that your Cards will always be accessible or accepted. In the event that Kabuki Restaurants is 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 Card.
- (e) Kabuki Restaurants 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 these terms and conditions, 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.
- (f) In no event shall Kabuki Restaurants or its Affiliates have any liability for unauthorized access to, or alteration, theft or destruction of a 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 states or other jurisdiction 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.

DISPUTES

Any dispute relating in any way Cards in which the aggregate total claim for relief sought on behalf of one or more parties shall be adjudicated in any state or federal court in Los Angeles County, California, and you consent to exclusive jurisdiction and venue in such courts.

CONTACT

If you have any questions about purchase, ownership, or use of your Gift Card, please contact:

anna@kaizending.com