

TERMS & CONDITIONS

Last updated: 4th February 2021

Welcome to Coffy! These Terms of Use ("Terms") are a contract between you and Coffee Club App Ltd ("Coffy" or "we") and govern your access to and use of Coffy's mobile application (such as for iPhone or Android) and any content, and the Coffy website located at <https://coffy.co.uk>, plus and products and/or services made available to you through Coffy (collectively, the "Site").

These Terms, together with our policy governing the processing and use of your personal data (our "Privacy Policy") and any applicable terms and conditions related to any promotional offers provided to you for use with your Coffy membership, constitute the entire agreement between you and us related to your Coffy membership ("the Membership Agreement").

Please read these Terms carefully before accessing and using the Site. Our relationship is subject to these Terms and they impose certain responsibilities upon you and they exclude and limit our liability to you in the event of loss or damage (see section 15 to section 18).

You expressly accept that we will start providing you this service within your 14-day cancellation period.

1. INFORMATION ABOUT US AND HOW TO CONTACT US

- a. Who we are: We are Coffee Club App Ltd, whose registered company number is 11747815. Our registered office is 5 Broadbent Close, Highgate, London, United Kingdom, N6 5JW. Our VAT number is 320 3598 23.
- b. How to contact us: You can contact us by writing to us via email to jack@coffy.co.uk. You can also write to us at 42 Cranbourn Street, WC2H 7AN.
- c. How we may contact you: If we must contact you, we will do so by email (using the email you provided on registration) or via the in-app messaging service Intercom.

2. TERMS OF USE

- a. Acceptance of Terms. By accessing and/or using the Site, you accept and agree to be bound by these Terms, just as if you had agreed to these Terms in writing. If you do not agree to these Terms, do not use the Site.
- b. Amendment of Terms. Coffy may amend these Terms from time to time. Unless we provide a delayed effective date, all amendments will be effective upon posting of such updated Terms. Your continued access to or use of the Site after such period constitutes your consent to be bound by the Terms, as amended.
- c. Additional Terms. In addition to these Terms, when using particular plans, offers, products, services or features, you will also be subject to any additional posted guidelines, or rules applicable to such plan, offer, product, service or feature, which may be posted and modified from time to time. All such additional terms are hereby incorporated by reference into the Terms, provided that in the event of any conflict between such additional terms and the Terms, the Terms shall control.

3. YOUR CANCELLATION RIGHTS AS A CONSUMER

- a. You have a cooling off period, this is a legal right to cancel your Coffy Membership Agreement by no later than the end of 14 calendar days from the day the Coffy Membership Agreement was entered

into. This means that if you change your mind or for any other reason you decide that you want to end your membership, you can simply notify us of your decision to cancel the Membership Agreement.

- b. You do not have to give us a reason for exercising your right to cancel during the 14 calendar day period referred to in section 3a.
- c. To cancel the Membership Agreement under section 3a, please let us know that you have decided to cancel within the 14 day calendar period referred to in section 3.1. The easiest way for to do this is to click Cancel Subscription from the Settings page on the mobile app.
- d. You expressly accept that we will start to provide the Services before the end of the 14 calendar day period and that you will lose the right to cancel if the contract has been fully performed within the 14 day period.
- e. Pursuant to section 3d, if we have started to provide the Services (or any part of them) and you exercise your right to cancel pursuant to section 3a then we will charge you an amount in proportion to the Services you have received up to and including the time you informed us of your decision to cancel the Services, in comparison with the full coverage of the Membership Agreement. We will tell you what these charges are when you contact us.

4. COFFY PLATFORM

- a. Coffy Platform. Coffy is a subscription membership that enables Coffy members to visit any of the venues listed on the Site ("Retailers"), which are registered with Coffy (which may be amended from time to time) to redeem a certain amount of coffees or teas per month (depending on the subscription package and top-ups selected), further details set out at section 4c. From time to time through the Site you may be able to access third party products and services.
- b. Coffy is not a coffee shop and does not own, operate or control any of the restaurants, coffee shops, or coffee services facilities accessible through the Site.
- c. The drinks available to Coffy members will vary from Retailer to Retailer, and will be clearly listed on the Retailers' profile listing page on the Coffy App. All redeemable drinks shall include your choice of either dairy or any other non-dairy alternative milk offered at a particular Retailer as specified on their retailer profile listing page.
- d. The four different monthly subscription packages available for you to select using the Coffy app are as follows:
 - i. Bronze: 3 hot drinks per month for a membership fee of £5 per month; or
 - ii. Silver: 7 hot drinks per month for a membership fee of £10 per month; or
 - iii. Gold: 15 hot drinks per month for a membership fee of £20 per month; or
 - iv. Platinum: 30 hot drinks per month for £36 per month.
- e. Upgrading your membership. At any time during a membership period you can change to a different monthly subscription package by going to 'your subscription' page on the Coffy app and selecting the option to 'upgrade your plan.' If you change to a different subscription package, such subscription package will take effect from the subsequent Renewal Date, and you will be billed the new membership fee amount for the next Billing Cycle (please see Section 5 for information on Billing Cycles).
- f. Top ups. At any time during a membership period, you can 'top up' the amount of Hot Drinks you can redeem during that current membership period, by going to 'your subscription' page on the Coffy app and selecting the number of extra Hot Drinks (up to 10) you would like during such period. You will be

billed for these extra top-up Hot Drinks coupons immediately on selecting the top up option and confirming payment.

- g. **Membership Period.** Your Coffy membership starts on the date that you sign up for a subscription and submit payment via a valid Payment Method and shall renew automatically each month on the equivalent date of the following month (“Renewal Date”), (for example, if your Coffy membership starts on 2 May, it will renew automatically on 2 June, 2 July etc.)” unless you notify us before the Renewal Date that you wish to terminate (please see section 7c for details regarding how to terminate your Membership Agreement).
- h. You understand your membership will automatically renew and you authorise us (without further notice to you) to collect the then-applicable periodic membership fee using any payment method we have on record for you. You must provide us with a current, valid, accepted method of payment (which we may update from time to time, “Payment Method”) to use Coffy. We will automatically bill the membership fee to your Payment Method for each cycle until your subscription is cancelled or terminated.
- i. Coffy reserves the right to change from time to time the number of Eligible Drinks a member can reserve per cycle, membership plan, geography, Retailer or otherwise in accordance with section 2b.
- j. **Retailer and Drink Availability and Allocation.** Coffy makes no guarantee on the availability of particular Retailers, drinks or other inventory, and availability may change over time, including during the course of any given Membership Cycle.
- k. **Use of Coffy.** Your Coffy membership is personal to you and you agree not to create more than one account. To use your Coffy membership you must have access to the Internet. We continually update and test various aspects of the Coffy platform. We reserve the right to, and by using our service you agree that we may, include you in or exclude you from these tests without notice.

5. BILLING

- a. **Recurring Billing.** By entering the Coffy Membership Agreement, you authorise us to charge you for your initial monthly membership period immediately on the date that your membership period begins, and to charge you a recurring membership fee at the then current rate (which may change from time to time) on the equivalent date of the following months (for example, if your membership period starts on 2 May, we will bill you on 2 May, 2 June, 2 July etc.), subject to you cancelling your subscription before the start of the next Renewal Date.) This is known as your “Billing Cycle”. You acknowledge that the amount billed each cycle may vary for reasons that may include differing amounts due to promotional offers and/or changing or adding a plan, and you authorise us to charge your Payment Method for such varying amounts, which may be billed once every 30 days in one or more charges. You also authorise us to charge you any other fees you may incur in connection with your use of the Site, such as any applicable sign-up fee or taxes, as further explained below.
- b. **Timing.** We reserve the right to change the timing of our billing (and if we do, we’ll make adjustments to the amounts we charge, as appropriate). Your renewal date may change due to changes in your membership.
- c. **Refunds.** We will provide a refund to members for their current Billing Cycle if your subscription is cancelled prior to the end of a monthly membership period, for which you have incurred a charge, due to disability or death. In each case we reserve the right to charge a fee to cover the cost of any drinks or other services you may have used prior to your cancellation as set out in section 5c(ii).

- d. **Price Changes.** We reserve the right to adjust pricing at any time in accordance with section 2b. Unless we expressly communicate otherwise, any price changes to your membership will take effect on your next Billing Cycle upon notice communicated through a posting on the Coffy app or such other means as we may deem appropriate from time to time, such as email.
- e. **Payment Methods.** You may edit your Payment Method information by going to the subscription page of the app, and entering new payment details. If a payment is not successfully settled, due to expiration, insufficient funds or otherwise, and you do not contact us with your Payment Method information or cancel your account (see, "Termination" below), you nonetheless will remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated, including in the event you attempt to create a new account. This may result in a change to your payment billing dates. If we cannot charge your account, we reserve the right, but are not obligated, to terminate your access to our Site or any portion thereof.
- f. **Trials.** From time to time we may offer a trial membership that includes standard access to the Coffy platform during a trial period. Unless otherwise communicated, a trial begins at the moment of sign up and ends either: (i) one minute prior to the sign-up time, X days after sign up (X being the length of the trial) (for example, for a 7 day trial, if you sign up on Monday at 10:00am, your trial will end at 09:59 am the following Monday); or (ii) immediately at the moment of redemption of your first 'drink' within your paid subscription after having redeemed all five trial coffees, whichever is the earlier. Subject to Section 3, at the end of your trial period (as calculated in accordance with this section 5f), your trial membership will automatically convert to a regular monthly membership unless cancelled by 12pm GMT on the day before the last day of trial. Unless we expressly communicate otherwise, trial memberships are only available to new customers that have never had a Coffy account before, are not transferable, may not be combined with other offers or redeemed for cash and are void where prohibited.
- g. **Gifts and Promotions.** From time to time we may make available gift cards for Coffy membership, other types of promotions or promotional plans (including through the use of promotional codes or those provided as part of a third party promotion). Gift cards, promotions and promotional plans may be redeemed as described in the specifics of the promotion and may be subject to additional or different terms. Unless otherwise expressly communicated to you in connection with your redemption, gift cards, promotions and promotional plans are only available to new customers that have never had a Coffy account before, are not transferable, can only be used once, cannot be redeemed for cash, and may not be combined with other offers and are void where prohibited. To be eligible for certain promotions, you must not already have an existing account. In order to receive a promotion, you may be required to provide and verify your mobile phone number. The mobile phone number you verify must be a unique mobile phone number that is not associated with another account in order to receive the promotion. If we are unable to verify your mobile phone number as a unique number then your account will be terminated and any amounts paid to Coffy will be refunded.
- h. **VAT section.** Any applicable VAT and fees are inclusive in all Coffy plans.

6. OTHER FEES

- a. **Fees We Charge.** Your Coffy membership fee covers your access to eligible Drinks as explained above. We reserve the right to change the policy in accordance with section 2b regarding when we

charge fees, to introduce additional fees (including but not limited to, a sign-up fee, or late cancellation fee) and to change the amount of any such fees at any time.

- b. Third Party Fees for Using Coffy. You are also responsible for all third party charges and fees associated with connecting and using the Site, including but not limited to fees such as internet service provider fees, telephone and computer equipment charges, and any other fees necessary to access the Site.

7. TERMINATION

- a. We may end your Membership Agreement at any time if you are in breach of its terms. We may end the Membership Agreement at any time for convenience and without giving reasons by giving you not less than 7 days' notice. If we end your Membership for our convenience we will refund you the unused prepaid part of your current Billing Cycle prorated to the number of Coffy Coupons left in that Billing Cycle after we cancel your Membership Agreement.
- b. Upon any termination, we may immediately deactivate your account and all related information and/or bar any further access to your account information and the Site.
- c. Your right to end the Membership Agreement. Once you are outside of the 14 day "cooling off" period in section 3a you may terminate your subscription at any time by giving at least 7 days' notice by clicking on the "Cancel Subscription" button from the Settings page on the mobile app. Following any cancellation you will continue to have access to your subscription through the end of your current prepaid billing period. You can also terminate the Membership Agreement at any time if we are in breach of its terms, in which case the Membership Agreement will end immediately and, if you have made any payment in advance we will refund you in accordance with section 5c.
- d. Infringing or Fraudulent Activity. Coffy reserves the right to terminate access to the Site and remove all content submitted by any persons who are found to be infringers of copyright, or any other intellectual property. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Site may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Coffy may have at law or in equity.

8. ELIGIBILITY; REGISTRATION INFORMATION AND PASSWORD; SITE ACCESS

- a. Eligibility Criteria. You must be 18 years of age or older to use this Site or to purchase a Coffy membership. The availability of all or part of our Site may be limited based on demographic, geographic, or other criteria as we may establish from time to time. You understand and agree we may disallow you from subscribing to Coffy or may terminate your subscription at any time based on these criteria.
- b. These terms are only applicable to users of the Site located in the United Kingdom and separate terms apply to users in other countries. The Site is not available to any users suspended or removed from the Site by Coffy. By using the Site, you represent that you are a permanent resident of the United Kingdom who has not been previously suspended or removed from the Site or any other Coffy site. Those who choose to access the Site do so at their own initiative and are responsible for compliance with all local rules including, without limitation, rules about the internet, data, email or other electronic messages, or privacy.
- c. Account registration requires you to submit to Coffy certain personal information, such as your name, address, and mobile phone number. You are permitted to create only one account. You agree that the information you provide to Coffy at registration and at all other times will be true, accurate, current,

and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. When you register, you will be asked to create a password. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account.

9. PRIVACY

Your privacy is important to Coffy. The Coffy Privacy Policy is hereby incorporated into these Terms by reference. Please read the privacy policy carefully for information relating to Coffy's collection, use, and disclosure of your personal information.

10. PROHIBITED CONDUCT

You will not:

- i. Harass, threaten, or defraud users, Coffy or Retailers;
- ii. Make unsolicited offers, advertisements, proposals, or send junk mail or "spam" to users;
- iii. Impersonate another person or access another user's account without that person's permission;
- iv. Share Coffy passwords with any third party or encourage any other user to do so;
- v. Permit third parties to use any Drinks reserved under your own membership, including other members;
- vi. Misrepresent the source, identity, or content of information transmitted via the Site, including deleting the copyright or other proprietary rights;
- vii. Upload material (e.g. virus) that is damaging to computer systems or data of Coffy or users of the Site;
- viii. Upload copyrighted material that is not your own or that you do not have the legal right to distribute, display, and otherwise make available to others; or
- ix. Upload or send to Site users pornographic, threatening, embarrassing, hateful, racially or ethnically insulting, libellous, or otherwise inappropriate content.
- x. You shall indemnify Coffy against all claims, demands, losses, liabilities and expenses suffered or incurred by Coffy arising out of or in connection with any actual or alleged infringement of a third party's intellectual property rights arising from your use of the Site.

PROHIBITED USES

As a condition of your use of the Site, you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner that, in our sole discretion, could damage, disable, overburden, or impair it or interfere with any other party's use and enjoyment of the Site. You may not attempt to gain unauthorised access to the Site, or any part of the Site, other accounts, computer systems or networks connected to the Site, or any part of them, through hacking, password mining, or any other means or interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site. You may not remove, circumvent, disable, damage or otherwise interfere with security-related features of the Site, any features that prevent or restrict use or copying of any content accessible through the Site, or any features that enforce limitations on the use of the Site or the content therein. You may not obtain or attempt to obtain any

materials or information through any means not intentionally made available through the Site. You agree neither to modify the Site in any manner or form, nor to use modified versions of the Site, including (without limitation) for the purpose of obtaining unauthorised access to the Site. The Site may contain robot exclusion headers. You agree that you will not use any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

Coffy reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

USER SUBMISSIONS OF REVIEWS

1. General. The Site provides certain features which enable you and other users to submit, post, and share reviews. These submissions may include without limitation text, graphic and pictorial works, or any other content submitted by you and other users through the Site ("User Submissions"). User Submissions are displayed for informational purposes only and are not controlled by Coffy. Coffy cannot guarantee any anonymity or confidentiality with respect to any User Submissions, and strongly recommends that you think carefully about what you upload to the Site. You understand that all User Submissions are the sole responsibility of the person from whom such User Submission originated. This means that you, and not Coffy, are entirely responsible for all User Submissions that you upload, post, email, transmit, or otherwise make available through the Site.
2. Right to Remove or Edit User Submissions. Coffy makes no representations that it will publish or make available on the Site any User Submissions, and reserves the right, in its sole discretion, to refuse to allow any User Submissions on the Site, or to edit or remove any User Submission at any time with or without notice.
3. Licence Grant by You to Coffy. You retain all your ownership rights in original aspects of your User Submissions. By submitting User Submissions to Coffy, you hereby grant Coffy and its affiliates, sublicensees, partners, designees, and assignees of the Site (collectively, the "Coffy Licensees") a worldwide, nonexclusive, fully paid-up, royalty-free, perpetual, irrevocable, sublicensable, and transferable license to use, reproduce (including by making mechanical reproductions), distribute, modify, adapt, translate, prepare derivative works of, publicly display, publish, publicly perform, and otherwise exploit your User Submissions and derivatives thereof in connection with the Site and Coffy's (and its successors') business, including, without limitation, for marketing, promoting, and redistributing part or all of the Site (and derivative works thereof), in any media formats and through any media channels now known or hereafter discovered or developed.
4. User Submissions Representations and Warranties. You are solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and warrant that: (i) you own, or have the necessary licenses, rights, consents, and permissions to use and authorise Coffy to use all patent, trademark, copyright, or other proprietary rights in and to your User Submissions to enable inclusion and use of your User Submissions in the manner contemplated by Coffy and these Terms, and to grant the rights and license set forth above, and (ii) your User Submissions, Coffy's or any Coffy Licensee's use of such User Submissions pursuant to these Terms, and Coffy's or any of Coffy Licensee's exercise of the

license rights set forth above, do not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) cause injury to any other person; (c) violate these Terms or any applicable law or regulation; or (d) require obtaining a license from or paying fees or royalties to any third party for the exercise of any rights granted in these Terms, including, by way of example and not limitation, the payment of any royalties to any copyright owners, including any royalties to any agency, collection society, or other entity that administers such rights on behalf of others. Coffy may, but is not obligated to, monitor and edit or remove any activity or content, including but not limited to content that Coffy determines in its sole discretion to be in violation of the standards of this Site. Coffy takes no responsibility and assumes no liability for any User Submissions.

5. Inaccurate or Offensive User Submissions. You understand that when using the Site, you may be exposed to User Submissions from a variety of sources and that Coffy does not endorse and is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable. YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST COFFY IN RELATION TO THE USER SUBMISSIONS.
6. Feedback. If you provide Coffy with any comments, bug reports, feedback, or modifications proposed or suggested by you to the Site ("Feedback"), Coffy shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into the Site. You hereby grant Coffy a perpetual, irrevocable, nonexclusive license under all rights necessary to incorporate and use your Feedback for any purpose.

13. OWNERSHIP; PROPRIETARY RIGHTS

The Coffy website and mobile applications are owned and operated by Coffy. The visual interfaces, graphics, design, compilation, information, computer code, products, software (including any downloadable software), services, and all other elements of the Site provided by Coffy ("Materials") are protected by the copyright, trade dress, and trademark laws of the United Kingdom and other countries, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any content uploaded by you, all Materials contained on the Site are the copyrighted property of Coffy or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to Coffy or its affiliates and/or third-party licensors. Except as expressly authorised by Coffy, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorised use of the Materials.

14. THIRD-PARTY SITES, PRODUCTS AND SERVICES; LINKS

The Site may include links or access to other web sites or services ("Linked Sites") solely as a convenience to users. Coffy does not endorse any such Linked Sites or the information, material, products, or services contained on other linked sites or accessible through other Linked Sites. Furthermore, Coffy makes no express or implied warranties with regard to the information, material, products, or services that are contained

on or accessible through linked sites. ACCESS AND USE OF LINKED SITES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON LINKED SITES OR AVAILABLE THROUGH LINKED SITES, IS SOLELY AT YOUR OWN RISK.

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Site are solely between you and such advertiser. YOU AGREE THAT COFFY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS OR AS THE RESULT OF THE PRESENCE OF SUCH ADVERTISERS ON THE SITE.

15. WARRANTIES AND DISCLAIMERS

DRINKS OFFERED VIA THE SITE ARE OFFERED AND PROVIDED BY THIRD PARTIES, NOT COFFY. YOUR COLLECTION AND USE OF THESE DRINKS AND YOUR USE OF NON-COFFY PRODUCTS AND SERVICES IS SOLELY AT YOUR OWN RISK.

Coffy makes no guarantee of the ingredients contained in any Hot Drink. It is your responsibility to make sure that you can safely consume (or come into contact with) all of the ingredients contained in any Hot Drink.

IN NO EVENT SHALL COFFY BE LIABLE FOR ANY ACT, ERROR OR OMISSION BY ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WHICH ARISES OUT OF OR IS ANY WAY CONNECTED WITH A MEMBER'S VISIT TO A RETAILER, A MEMBER'S USE OF OR CONSUMPTION OF A HOT DRINK, SERVICE, PRODUCT OR APPOINTMENT MADE THROUGH THE SITE, OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY PROVIDER IN CONNECTION WITH THE SERVICES.

COFFY IS NOT AN AGENT OF ANY THIRD PARTY PROVIDER.

THE SITE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COFFY, ON BEHALF OF ITSELF AND ITS SUPPLIERS AND PARTNERS, DISCLAIMS AND EXCLUDES ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF RETAILERABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF PROPRIETARY RIGHTS.

WITHOUT LIMITING THE FOREGOING, COFFY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS (I) THAT THE SITE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (II) REGARDING THE USE OF THE SITE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. ANY MATERIAL OR DATA THAT YOU DOWNLOAD OR

OTHERWISE OBTAIN THROUGH THE SITE IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR 12 COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA.

16. WAIVER AND RELEASE

- a. You understand that Coffy is not a café/restaurant or food or drink provider or other service provider and the Drinks you consume are sourced and prepared by the applicable Retailer and not by Coffy. Although Coffy endeavours to offer inventory that is of high quality, Coffy is not responsible for the quality of any meals or service.
- b. Therefore, to the fullest extent permitted by law, and subject to section 18c, you release and hold harmless Coffy, its parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives and agents, and each of their respective successors and assigns, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages and liabilities arising out of or in any way related to your participation in or use of your Coffy membership, including with respect to bodily injury, physical harm, illness, death or property damage.

17. INDEMNITY

You agree to indemnify and hold Coffy, its affiliated companies, and its suppliers and partners harmless from any claims, losses, damages, liabilities, including legal fees, arising out of your misuse of the Site, violation of these Terms, violation of the rights of any other person or entity, or any breach of the prior representations, warranties, and covenants.

18. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU - YOUR ATTENTION IS DRAWN PARTICULARLY TO THIS SECTION

- a. We are only responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a natural, foreseeable consequence of our breaking this Membership Agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not so foreseeable or for indirect or consequential loss or damage. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Membership Agreement was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process and we explicitly agreed with you in writing that as part of your Membership Agreement that such loss or damage would be recoverable by you.
- b. Coffy's liability to you is limited to the amounts, if any, paid by you to Coffy under this agreement in the three months immediately prior to the event first giving rise to the claim. The limitations in sections 19.1 and 19.2 will apply to the maximum extent permitted by applicable law, regardless of whether Coffy has been advised of the possibility of such damages and regardless of whether any remedy fails of its essential purpose.
- c. Responsibility we do not exclude: We do not in any way exclude or limit our liability for:

- i. death or personal injury caused by our negligence or the negligence of our employees, agents or sub-contractors;
- ii. fraud or fraudulent misrepresentation;
- iii. any liability that cannot be excluded or restricted as a result of section 31 and/or section 57 of the Consumer Rights Act 2015;
- iv. any other liability for which it would be unlawful for us to attempt to limit or exclude our liability.

19. MISCELLANEOUS

- a. Choice of Law and Jurisdiction. These Terms shall be governed in all respects by the laws of the England and Wales, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Coffy must be resolved by a court located in England or Wales. You agree to submit to the exclusive jurisdiction of the courts of England and Wales for the purpose of litigating all such claims or disputes.
- b. Assignment. We may assign our rights and obligations under these Terms. The Terms will inure to the benefit of our successors, assigns and licensees. You may not assign your rights and obligations under these Terms to anyone else.
- c. Severability. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.
- d. Headings. The heading references are for convenience purposes only. They do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions.
- e. Entire Agreement. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out or referred to in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.
- f. Waiver. No waiver of any of these Terms by Coffy is binding unless authorised in writing by an executive officer of Coffy. In the event that Coffy waives a breach of any provision of these Terms, such waiver will not be construed as a continuing waiver of other breaches of the same nature or other provisions of these Terms and will in no manner affect the right of Coffy to enforce the same at a later time.