

ESPRESSO CLUB — CUSTOMER TERMS OF SERVICE

Last updated January 29, 2026

1. ACCEPTANCE OF TERMS These Terms of Service (“Terms”) constitute a legally binding agreement between you (“Customer,” “you,” or “your”) and Month, Inc., a Delaware corporation, doing business as “Espresso Club” (“Espresso Club,” “we,” “us,” or “our”). By creating an account, subscribing, or using the Espresso Club mobile application (the “App”) or website (collectively, the “Offerings”), you agree to be bound by these Terms.

2. DESCRIPTION OF SERVICES Espresso Club operates a subscription platform allowing members to purchase monthly access plans (“Subscriptions”) for beverages at participating third-party coffee shops (“Merchants”). Espresso Club acts as the Merchant of Record for these transactions. We facilitate the payment and redemption process but do not prepare or sell the beverages.

3. ELIGIBILITY The Offerings are intended only for users who are eighteen (18) years of age or older. You agree to provide accurate, current, and complete account information.

4. ACCOUNTS AND SECURITY **4.1. Registration.** You are required to set up an account and password. You are solely responsible for keeping your password safe and secure and for all activity using your account. **4.2. One Account.** You may only have one Account. We reserve the right to suspend or terminate your Account if we suspect you have more than one Account per user. **4.3. Security.** You agree to notify us immediately of any unauthorized use of your account. To the extent permitted by law, Espresso Club will not be liable for any loss you may incur as a result of someone other than you using your account.

4.4. Suspension or Restriction. Espresso Club may suspend, restrict, or disable access to your Account or any part of the Offerings (including Tokens or redemptions) at any time if we reasonably believe: (a) your Account has been compromised; (b) you have violated these Terms; (c) you are engaging in fraud, abuse, or activity that is harmful to Merchants, other customers, or the integrity of the Offerings; (d) we must do so to comply with law, a court order, or requests from payment processors or platform providers; or (e) it is necessary to protect the security or operation of the Offerings. We will use reasonable efforts to restore access promptly once the issue is resolved. Suspensions or restrictions may occur without refund, except as required by law.

5. SUBSCRIPTIONS & AUTO-RENEWAL **5.1. Auto-Renewal.** Your subscription will automatically renew each month. You authorize us to charge your payment method the then-current subscription fee until you cancel. **5.2. Cancellation.** You may cancel at any time via the App. Cancellation takes effect at the end of the current billing cycle. **5.3. No Refunds.** All payments are non-refundable, except where a Merchant fails to honor a valid redemption, a system error occurs, or as required by law.

6. TOKENS AND REDEMPTION 6.1. **Token License.** Your Subscription grants you a limited, non-exclusive, non-transferable, revocable license to access a specific number of digital credits (“Tokens”) per month. 6.2. **No Cash Value.** Tokens are not gift cards, certificates, or currency. They have no cash value and cannot be exchanged for cash or credit. 6.3. **Expiration; Carryover While Active.** Unless otherwise specified in the applicable plan terms or required by law, unused Tokens issued under an active Subscription may carry over across Subscription Periods and do not expire so long as your Subscription remains continuously active (i.e., in paid active status without cancellation or lapse). If your Subscription is cancelled, terminated, or becomes inactive for non-payment, any unused Tokens associated with that Subscription will expire automatically as of the end of the then-current Subscription Period (and will be forfeited), or sooner if required by applicable law. 6.4. **Redemption Limits.** Tokens may be redeemed only for eligible items at participating Merchants. Merchants reserve the right to verify your identity via the App.

7. FEES AND TAXES Espresso Club collects applicable taxes as the Merchant of Record at the time of subscription purchase or renewal, and such taxes are added to the subscription price where required. No sales tax is collected at redemption. Fees are subject to change with at least 30 days’ notice, including by email and/or in-app notice.

8. USER CONDUCT & PROHIBITED ACTIVITIES You agree not to engage in any of the following prohibited activities:

- Use spiders, robots, data mining techniques or other automated devices to catalogue, download or reproduce content available on the Offerings.
- Interfere with or disrupt the Offerings, including via "flooding" or "crashing" the Offerings.
- Reverse engineer, duplicate, decompile, disassemble, or decode any aspect of the Offerings.
- Harvest or collect rewards (Tokens) for actions that Espresso Club considers non-productive, illegitimate, or "gaming" the system.
- Create multiple accounts to abuse free trials or subscription limits.
- Harass Merchant staff or other users.

Violation of these rules may result in immediate termination without refund.

9. FEEDBACK AND IDEAS We do not accept unsolicited ideas in confidence. If you submit feedback, suggestions, or ideas regarding the Offerings ("Feedback"), you agree that Espresso Club acts as the exclusive owner of such Feedback. You hereby assign to Espresso Club all right, title, and interest in and to any Feedback, and we may use it for any purpose without compensation to you.

10. BETA OFFERINGS From time to time, we may include test or beta features ("Beta Offerings"). The Beta Offerings are provided on an “as is” basis and may contain errors, defects, or bugs. You acknowledge and agree that all use of any Beta Offering is at your sole risk.

11. COMMUNICATIONS By providing your email address and phone number, you expressly agree to receive transactional, promotional, and marketing communications from us, including via text message (SMS). You may opt out of receiving these communications at any time by following the unsubscribe instructions or contacting support.

12. MOBILE APP TERMS (APPLE APP STORE; GOOGLE PLAY)

- These Terms are between you and Espresso Club, not Apple. Apple has no responsibility for the App or content thereof.
- Apple has no obligation to furnish maintenance and support services with respect to the App.
- In the event of any third-party claim that the App infringes intellectual property rights, Espresso Club, not Apple, will be responsible for the investigation and defense.
- You acknowledge that Apple is a third-party beneficiary of these Terms and has the right to enforce them against you.

If you download or access the App through Google Play (or another Android app marketplace):

These Terms are between you and Espresso Club, not Google. Google has no responsibility for the App or content thereof.

Espresso Club, not Google, is responsible for providing any maintenance and support for the App.

To the extent permitted by applicable law, Google will have no warranty obligation whatsoever with respect to the App, and any claims, losses, liabilities, damages, costs, or expenses attributable to any failure of the App to conform to any warranty will be Espresso Club's responsibility, not Google's.

You agree to comply with any applicable Google Play terms and policies when using the App.

13. THIRD-PARTY MERCHANTS & PRODUCT LIABILITY Merchants are solely responsible for the quality, safety, and preparation of their products. Espresso Club is not a party to the transaction regarding the physical goods. You irrevocably waive any claim against Espresso Club for any transaction or interaction you have with a Merchant.

14. ASSUMPTION OF RISK (HOT BEVERAGES) You acknowledge that beverages redeemed through the Platform may be hot and pose a risk of injury if mishandled. **YOU ASSUME ALL RISK OF INJURY OR PROPERTY DAMAGE ARISING FROM THE CONSUMPTION OR HANDLING OF PRODUCTS REDEEMED VIA ESPRESSO CLUB.**

15. DISCLAIMERS The Offerings are provided "AS IS." Espresso Club makes no representations or warranties of any kind regarding the accuracy or completeness of content. We do not guarantee that the Offerings will be uninterrupted or error-free.

16. LIMITATION OF LIABILITY To the fullest extent permitted by law, Espresso Club's liability shall not exceed the greater of \$100 or the amount you paid to Espresso Club in the three (3) months prior to the claim. We are not liable for indirect, incidental, or consequential damages.

17. INDEMNIFICATION You agree to indemnify, defend, and hold harmless Espresso Club against any claims, demands, or costs (including attorney's fees) arising from your breach of these Terms or your violation of applicable law.

18. DISPUTE RESOLUTION (ARBITRATION) All disputes shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) in New York, NY. You waive your right to a trial by jury or to participate in a class action lawsuit.

19. GENERAL 19.1. **Severability.** If any part of these Terms is held to be invalid or unenforceable, such provision shall be ineffective but shall not affect any other part of these Terms. 19.2. **Waiver.** The failure of Espresso Club to exercise any right or waiver of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach. 19.3. **Governing Law.** These Terms are governed by the laws of the State of New York.

19.4. **Force Majeure.** Espresso Club will not be liable for any delay, failure in performance, or interruption of the Offerings resulting from causes beyond our reasonable control, including acts of God, natural disasters, pandemics, labor disputes, power or internet outages, governmental actions, war, terrorism, civil unrest, failures of third-party service providers (including payment processors, hosting providers, or app platforms), or any other event outside Espresso Club's reasonable control.

Appendix A: Subscription Auto-Renewal Disclosure

Subscription Auto-Renewal Disclosure

Effective Date: January 29, 2026

This disclosure is provided by Month, Inc., a Delaware corporation, doing business as “Espresso Club” (“Espresso Club”).

1. Auto-Renewal Notice

All Espresso Club subscriptions automatically renew each month until canceled.

2. Billing Authorization

Customers authorize recurring monthly charges.

Charges may include applicable sales tax, which will be calculated and collected at the time of purchase or renewal. No sales tax is collected at redemption.

3. Pricing

At least 30 days’ notice will be given before any increase, including by email and/or in-app notice.

4. Cancellation

You may cancel at any time through your account settings in the App. Cancellations take effect at the end of the current billing cycle.

5. Refund Policy

All payments are non-refundable, except where a Merchant fails to honor a valid redemption, a system error occurs, or as required by law.

We will provide an acknowledgement of your subscription terms (for example, via an email receipt) after purchase, including information on how to cancel.

6. Contact

support@espressoclub.app

Appendix B: Website Terms of Use

Website Terms of Use

Effective Date: January 29, 2026

The Site is operated by Month, Inc., a Delaware corporation, doing business as “Espresso Club” (“Espresso Club”). These Website Terms of Use apply to your use of the Site. If you access the Espresso Club App or purchase a subscription, the Customer Terms of Service apply.

1. Acceptance of Terms

By accessing the Espresso Club website (“Site”), you agree to these Terms of Use. If you do not agree, do not use the Site. Your use of the Site is also subject to our Privacy Policy.

2. Description of the Site

The Site provides information about Espresso Club’s services, merchant partnerships, subscription offerings, and account access links.

3. Eligibility

Use of the Site requires compliance with applicable laws and these Terms.

4. Intellectual Property

All content, logos, text, images, and designs on the Site belong to Espresso Club and may not be copied or used without permission.

5. Prohibited Conduct

You agree not to:

- Use the Site for illegal purposes
- Attempt to hack, disrupt, or interfere with the Site
- Scrape or copy content for commercial use

6. Third-Party Links

The Site may contain links to external websites. Espresso Club is not responsible for their content or policies.

7. Disclaimers

The Site is provided “as is” without warranties of any kind.

8. Limitation of Liability

Espresso Club is not liable for indirect or consequential damages arising from Site use.

9. Governing Law

These Terms are governed by New York law.

10. Contact

support@espressoclub.app