

# COFFEESUP

## TERMS OF SERVICE



### SUMMARY

This is a plain English summary of our Terms of Service written in non-legal language. It is only an outline of the complete Terms of Service. By using the Services, you agree to the complete Terms of Service below.

CoffeesUp allows you to purchase coffee and other beverages, food and coffee beans at coffee shops in our network, using a credit or debit card added to your account.

Purchases are tracked in the app and charged in aggregate. We reserve the right to charge all outstanding transactions on your account, in aggregate or individually at any time, to the payment method that we have on file.

CoffeesUp requires a mobile telephone with data connection. If you do not have one, the service is not for you.

We would love (really) to get feedback and suggestions from you. Additionally, if you have any problems or questions, please contact us through the app, and we will get back to you as soon as possible.

### THE FULL TERMS OF SERVICE

CoffeesUp (“CoffeesUp”, or “us”, “our”, “we”) provides a mobile application (the “app”) for discovering and purchasing drinks, food and coffee beans from participating providers (“coffee shops”). These terms of service (“Terms”) govern your access or use of the App, our website (the “site”), located at [www.coffeesup.com](http://www.coffeesup.com) and other services that we may provide (collectively the “Services”). “User” or “you” means an individual or entity end user of the services.

Please read these Terms carefully. You must accept these Terms prior to using the Services. By using the services, you signify your consent to these Terms, including without limitation all terms herein regarding our collection, use and storage of data (our “privacy policy”). We may modify these terms from time to time, in which event CoffeesUp shall make commercially reasonable efforts to contact you in respect of any material changes. Notwithstanding the foregoing your continued use of the Service after any changes to these Terms will be deemed acceptance of such amended or updated Terms. If you do not agree to any of these Terms, please do not make any use of the Services.

### USE OF SERVICES

CoffeesUp allows you to access and use the Services, subject to these Terms, for your own personal use. You may not use the Services in connection with any other commercial endeavour. You may not create an account more than once per individual or mobile device, and you may not access any account other than your own. CoffeesUp may in its sole discretion and at anytime, discontinue providing the Services or any part thereof without notice.

Use of and access to the Services is void where prohibited by Law. By using the Services, you represent and warrant that (a) any and all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you either are 18 years of age or older, or have the permission of your guardian to use the Services and (d) your

use of the Services does not violate any applicable law or regulation or any obligation.

The Services use Google Maps. By using the Service you agree to be bound by Google’s Terms of Use, located at <https://www.google.com/url?q=https://developers.google.com/maps/terms&sa=D&ust=1609341439959000&usg=AOvVaw07zZvkRPqRFwBW28sQio7d> [https://www.google.com/maps/terms&sa=D&ust=1609341439960000&usg=AOvVaw1PdQQhkzK\\_w6NnaBRiEpw](https://www.google.com/maps/terms&sa=D&ust=1609341439960000&usg=AOvVaw1PdQQhkzK_w6NnaBRiEpw)

And Google’s Privacy Policy, available at <https://www.google.com/url?q=http://www.google.com/policies/privacy&sa=D&ust=1609341439960000&usg=AOvVaw2TujRUE77eOtzYDBRt-jol> <http://www.google.com/policies/privacy/> (<https://www.google.com/url?q=http://www.google.com/policies/privacy/&sa=D&ust=1609341439960000&usg=AOvVaw2TujRUE77eOtzYDBRt-jol>)

### ACCOUNT REGISTRATION

You may register to use the Services by verified email address or a verified phone number. We may terminate your use of the Services without notice if others use your account inappropriately by others, or if you or anyone using your account violates these Terms. If your account is terminated, you may not rejoin the Service again without our express permission. You agree to immediately notify us of any unauthorised use of your account. You are fully and solely responsible for the security of your computer system, mobile device and all activity on your account even if you were not aware or did not authorise such activities. CoffeesUp will not be liable for any losses or damage arising from unauthorised use of the Service, and you agree to indemnify and hold CoffeesUp harmless for any improper or illegal use of the Service, and any charges and taxes incurred, unless you have notified us via email at [customerservice@coffeesup.com](mailto:customerservice@coffeesup.com) that your account has been compromised. We do not police for, and cannot guarantee that we will learn of or prevent, any inappropriate use of the Services.

### TERMINATION OF ACCOUNT

You agree that CoffeesUp may for any reason, in its sole discretion and without notice, terminate your account, and remove from the Services any content associated with your account. Grounds for such termination include without limitation (i) extended periods of inactivity, (ii) violation of the letter or spirit of these Terms, (iii) unreasonable use of the Plan (as defined below), (iv) fraudulent, harassing or abusive behaviour, (v) behaviour that is harmful to other users, third parties, or the business interests of CoffeesUp or (vi) any other use of the Service which we consider in our sole discretion to be unacceptable.

If CoffeesUp believes, in its sole discretion, that a violation of these Terms or any illegal or inappropriate use has occurred, we may take any other corrective action we deem appropriate. We reserve the right to investigate suspected violation of these Terms or illegal or inappropriate use of the Services.

You may request termination of your CoffeesUp account at any time with thirty days notice and for any reason by sending an email to [customerservice@coffeesup.com](mailto:customerservice@coffeesup.com). Any suspension, termination, or cancellation shall not affect your obligation to CoffeesUp and its licences

under these Terms (including but not limited to ownership, indemnification, and limitation of liability), which by their sense and context are intended to survive such suspension, termination, or cancellation.

## PURCHASING

The Services can be used at participating Coffee Shops. We reserve the right to add or remove participating Coffee Shops at any time in our sole discretion.

CoffeesUp functions as a payment platform, offering our users the ability to pay for their coffee and other beverages, plus food and coffee beans at participating locations, through the app, with a payment method of their choice. These purchases are tracked over time, and charged to the user's payment method.

Your subscription will commence the day following the expiration of the thirty day free trial period unless it is cancelled by you prior to the expiration of the thirty day free trial. You authorise us to debit your credit card for the monthly subscription at that time.

If there is no thirty day free trial of the Service at the time at which you register then your subscription will commence on the day of registration and you authorise us to debit your credit card for the monthly subscription at that time.

Thereafter you authorise us to debit your credit card monthly for the subscription until such time as the subscription is cancelled by you as detailed in these terms of service.

In case of failure of a charge to your payment method, CoffeesUp will continue to attempt to charge your account. In the case of multiple failures, we reserve the right to suspend your account until the issue is resolved. If you remove your payment method, all outstanding charges will be charged immediately. If your payment information is inaccurate or out of date, we may disable your ability to make charges

The availability and selection of items will vary from Coffee Shop to Coffee Shop. While we take care in the selection of our Coffee Shop partners, we are not responsible for Coffee Shop customer service or the pricing quality, availability or accuracy of descriptions of food or other menu items that Coffee Shops may offer. If your payment information is inaccurate or out of date, we may disable your ability to make charges.

Refunds, CoffeesUp does not provide refunds for previous transactions, unless the relevant issue was the fault of CoffeesUp. CoffeesUp may choose to accept refund requests and to process refunds in specific cases. A \$5 minimum fee will be deducted from the refund amount, to cover clearing cost and handling.

Termination. If CoffeesUp terminates your account due to termination of the Service we will provide you with 30 days notice and we will allow you to use your account for a period of 30 days from the date notice of termination is delivered.

Placing orders. Use the app to place orders in participating coffee shops.

The app will suggest nearby Coffee Shops commencing with our premium cafes, or if location services on your device are disabled, the app will list Coffee Shops which we consider are most appropriate for you based on your user history and prior location services.

Here's how it works

1. Choose a coffee shop from the app
2. Choose a drink (the prices will be visible of the menu screen)
3. Add a food item if you like
4. Select checkout in the app
5. You will be notified in the App when your order is ready
6. Attend the register of the café and your order will be available under your name.

Notwithstanding the foregoing, CoffeesUp cannot and does not take any responsibility or liability in respect of the quality of any of the drinks and/or other products provided in any coffee shops and/or by any third parties. CoffeesUp cannot and does not take any responsibility or liability in respect of actions, errors or omission of any Coffee Shops and/or by third parties.

## PROMOTIONS

CoffeesUp may use coupons, credits (including referral credits) or free cups ("promotional credits") for promotional, incentive, or loyalty purposes, to reward or recognise certain users, or for any other reason it may choose.

### LIMITATIONS:

- Promotional Credits are not eligible for refunds and cannot be exchanged for cash (except to the extent required by law).
- Promotional Credits can only be redeemed once, and are valid for any purchases in the app.
- Promotional Credits we provide to you are only redeemable with respect to the goods and services as advertised in the specific deal on our app.
- Promotional Credits cannot be combined with other offers, coupons or promotions, unless otherwise specified by CoffeesUp
- Promotional Credits are your sole responsibility. Neither we nor the Coffee Shop will be responsible for damaged, lost or stolen coupons.
- CoffeesUp reserves the right to terminate, change the conditions of, or otherwise limit Promotional Credits in its sole discretion and without notice.
- Promotional Credits are subject to expiration dates, which are always visible on the users account page
- Promotional credits are personal and cannot be resold, transferred to, or redeemed by, anyone other than the submitting referrer.
- Promotional/referral/ gift credits are applied to your purchases at the time of checkout, and will not be applied towards the aggregated monthly charge to your credit card.

### Your 3 Free Coffees Per Week and Any Trial Period

On the launch of the CoffeesUp app we may offer a 30 day free trial for a limited time. This free trial may be varied or cancelled at any time at our sole discretion.

We offer you three free coffees per week from our participating stores. The terms of use of the same are as follows:

The three free coffees may only be ordered by you on the CoffeesUp app and only at intervals of 24 hours.

Once you have used all of your 3 free coffees for the week, the next free coffee will not be permitted to be ordered until the start of the following week based on the date when you registered for the CoffeesUp App.

Any free coffees which are not used in any particular week are extinguished and do not rollover to the following week or weeks.

Free coffees are not exchangeable for other goods and services offered by our participating outlets and are not redeemable for cash nor as a credit on your subscription.

In the event that there is any dispute as to the use of the free coffees, our decision shall be final and binding on you. We may vary the terms of the three free cups of coffee at any time at our sole discretion.

In the event that at any time :

- you are in breach of any of our terms of service,
- your account is placed on hold or suspended ;or
- your account is terminated

Then your entitlement to any free trial and/or the three free coffees per week shall immediately cease without compensation to you.

## PAYMENT

Charges for use of the Services are handled by our payment processor, which currently supports a selection of major credit cards. We or our payment processor may add or change payment methods from time to time without notice. Please note that third-party payment processors are not controlled or affiliated with us, and you will be subject to the terms and conditions applicable to the use of the relevant service.

## INTELLECTUAL PROPERTY

CoffeesUp and its licensors own the Services, including all intellectual property rights in the Services, and the trademarks, service marks, and logos contained therein. Except as expressly permitted herein you may not copy, modify, duplicate, distribute, display, perform, sub-licence, republish, retransmit, reproduce, create derivative works of, transfer, sell or otherwise use the Services or any information, materials, forms, and data available through or displayed on the Services. You will not remove, alter or conceal any copyright, trademarks of their respective owners. Nothing in these Terms grants you any right to use any trademarks, service mark, logo or trade name of CoffeesUp or any third party.

## RESTRICTIONS

Except as set forth expressly herein, you shall not, and shall not permit any third party, to (a) decipher, decompile, disassemble, or reverse engineer or attempt to find underlying code of the Services; (b) circumvent, disable, or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any content; (c) use the services in connections with any commercial endeavours in any manner; (d) use any robot, spider, site search or retrieval services, or any other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the services; (e) harvest, collect or mine information about other users of the Services; (f) use or access the account or password or another user; (g) modify the services, or in any other way manipulate the Services; or (h) modify, frame, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hardcopy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate to any third party or any third party website, or otherwise use the Services except as expressly permitted by these terms.

## DISCLAIMERS AND DISCLAIMER OF WARRANTY

Your use of the Service is at your sole discretion and use. The Services are provided on an AS IS and AS AVAILABLE basis without warranties of any kind from CoffeesUp. You should always check any information provided through the Services to ensure its accuracy.

COFFEESUP EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SERVICES, INCLUDING WITHOUT LIMITATIONS THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. COFFEESUP DISCLAIMS ANY WARRANTIES EXPRESS OR IMPLIED, (1) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SERVICES; OR (2) THAT THE SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; OR (3) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY THE SERVICES.

Content on the Services originates from a variety of sources, including google maps. CoffeesUp attempts to be as accurate as possible. HOWEVER COFFEESUP DOES NOT WARRANT THAT ANY ESTIMATION OR DESCRIPTION IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. We reserve the rights to correct any errors, inaccuracies or omissions and to change or update the information at any time without prior notice (including after you have submitted an order).

WE DISCLAIM ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION FOR THE ACTS OR OMISSIONS OF OTHER USERS (INCLUDING UNAUTHORISED USERS) OR OF ANY PERSONS WORKING OR REPRESENTING THE COFFEE SHOPS, WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE SERVICE OR OTHERWISE.

No advice or information, whether oral or written, obtained by you from CoffeesUp, shall create any warranty not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly some of the above exclusions do not apply to you.

CoffeesUp content and coffee shop information is made available to users for information purposes only. While we make our best efforts to keep Coffee Shop Information up to date we cannot make any guarantees of its completion of accuracy. We still welcome feedback from users about the content of CoffeesUp.

## LIMITATION OF LIABILITY

IN NO EVENT SHALL COFFEESUP OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES OR CONTENT, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR WHETHER OR NOT COFFEESUP HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL COFFEESUP CUMULATIVE LIABILITY TO YOU EXCEED AMOUNTS PAID TO COFFEESUP FOR USE OF THE SERVICES. IF YOU HAVE NOT MADE ANY PAYMENTS TO COFFEESUP FOR THE USE OF THE SERVICES THEN COFFEESUP SHALL NOT HAVE ANY LIABILITY TOWARDS YOU.

In addition to the foregoing, CoffeesUp assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure. CoffeesUp is not responsible for any problems or technical malfunction of any telephone or cellular phone network or lines, computer online services, servers or providers, computer equipment, software, failure of any email due to technical problem or traffic congestion on the internet or on the services, including any injury or damage to users or to any persons mobile device or computer related to or resulting from participation or downloading materials in connection with the Services.

UNDER NO CIRCUMSTANCES SHALL COFFEESUP BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE SERVICES, FROM ANY CONTENT POSTED ON OR THROUGH THE SERVICES, OR FROM THE CONDUCT OF ANY USERS OF THE SERVICES, WHETHER ONLINE OR OFFLINE.

## INDEMNIFICATION

You agree to indemnify, defend, and hold harmless CoffeesUp and its respective employees, directors, officers, sub-contractors and agents of each, against any and all claims damages or costs or expenses (including reasonable attorneys fees) that arise directly or indirectly from: (a) breach of these Terms by you or anyone using your computer or password; (b) any claim, loss or damage experienced from your use or attempted use of (or inability to use) the Services, including any transactions that you conduct or attempt; (c) your violation of any law or regulation; (d) your infringement of any right of any third party; and (e) any other matter for which you are responsible here under or under law. You agree that your use of the Services, including, without limitation, provision of services in connection with the Services shall be in compliance with all applicable laws, regulations and guidelines.

## APP STORES: APPLE AND GOOGLE PLAY

The following terms apply if you purchased a copy of the App through the Apple Store. Apple is not responsible for addressing any claims related to the app, including, but not limited to: (i) product liability claims; (ii) any claim that the app fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation; and (iv) claims that the app infringes the intellectual property rights of any third party. To the maximum extent permitted by applicable law; Apple will have no other warranty obligation whatsoever with respect to the app, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty. Apple, and Apple subsidiaries, are third party beneficiaries of these terms, and Apple will have the right (and will be deemed to have accepted the right) to enforce the terms against you as a third party beneficiary thereof.

## MISCELLANEOUS

These terms shall be governed by the law of the State of New York exclusive of its choice of law rules. Your use of the Services, the site and the App may also be subjected to other local, state, and federal laws. Any action to be brought in connection with these Terms or the Services shall be brought exclusively in the courts in New York and you irrevocably consent to their jurisdiction. Any course of action against CoffeesUp must be brought within one (1) year of the date of the cause of such action arose. In the event that any provision of these Terms is held to be unenforceable, such provisions shall be replaced with an enforceable provision that most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in this Agreement creates any agency, employment, joint venture, or partnership relationship between you and

CoffeesUp or authorises you to act on behalf of CoffeesUp. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between CoffeesUp and you pertaining to the subject matter hereof, and any and all other agreements existing between us relating thereto are hereby cancelled. We may assign our rights and obligations hereunder to any third party without any prior notice. You shall not assign any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If we are required to provide notice to you hereunder, we may provide such notice to the email account or account of any social networking site that you provide upon registration.

## PRIVACY

CoffeesUp respects your right to privacy. Your ability to make informed choices about the uses of your information is important to us. This section provides detail on how we collect, use and store information and data that we receive. If you have any comments or questions about our privacy policies, please contact us at [customerservice@coffeesup.com](mailto:customerservice@coffeesup.com)

## INFORMATION WE COLLECT

“Personal Information” means information that can be directly associated with a specific person or entity such as a name, telephone number, email address, or information about activities directly linked to a person, such as that person’s location. Examples of the Personal Information that we collect from you include your name, phone number, location, credit card and bill information and email address. It is your voluntary decision whether to provide us with any such Personal Information, but if you refuse to provide such information we may not be able to register you to use the Services.

In order to use our Services, you will be required to register and provide us with certain personal information. We also collect personal information when you make use of the services or contact us for any other reason. We also collect the location of your mobile device when the services are operating. If you log into the Services through Facebook Connect, Google+, or another social network we may also receive personal information about you from those networks.

## HOW WE USE INFORMATION

Except as expressly set forth herein, we will not share your Personal Information with third parties ( save and except our affiliated roasting company Abbotsford Road Coffee Specialists Inc) without your explicit permission. Except when required by law, regulation, subpoena or court order. We may use personal information internally - for example to help diagnose problems with our servers, to make CoffeesUp more useful, to customise CoffeesUp and personalise its contents for you.

In addition, by analysing all information we receive, including all information concerning users, we may compile statistical information across a variety of mobile applications and users (“statistical information”). Statistical Information helps to understand trends and customer needs so that new products and services can be considered and so existing products and services can be tailored to customer desires. Statistical information is anonymous and we will not link statistical information to any personal information. We may share such Statistical Information with our partners, without restriction, on commercial terms that we can determine in our sole discretion.

## HOW WE PROTECT INFORMATION

We follow generally accepted industry standards to protect the Personal Information submitted to us, both during transmission and once we receive it. However, no method of transmission over the internet, or method of electronic storage is 100% secure. Therefore while we strive to use commercially acceptable means to protect your personal information we cannot guarantee its absolute security.

We will delete any information provided to us by a user upon the receipt of a written (including via email) request by such user.

## COOKIES

A cookie is a small piece of text that is sent to a visitor’s browser. The browser provides this piece of text to the device of the originating visitor when this visitor returns. CoffeesUp uses cookies to help personalise your experience. A persistent cookie may be used to help save your settings and customisations across visits. Also if you log into the app such a cookie will be used to recognise you as a valid user so you will not need to log in each time you use CoffeesUp.

## THIRD PARTY SITES AND APPLICATIONS

Portions of the services (including, without limitation, advertisements) may involve linking to or using websites or applications belonging to third parties. The services may also provide you with links to access the sites of third party vendors or retailers. We have no control over third party sites or applications, and all use of third party sites and applications is at your own risk. Additionally, CoffeesUp cannot accept responsibility for any payments processed or submitted through such third party sites or applications or for the privacy policies for any such sites. CoffeesUp is not responsible for content or available by means of such sites or applications. CoffeesUp does not endorse any products or offered by third parties and we urge our users to exercise caution in using third party sites or applications.

## ELIGIBILITY

The Services are not intended for use by anyone under the age of 13, or any other person that is a minor under applicable law. **YOU MUST BE AT LEAST AGE 13 TO ACCESS AND USE THE SERVICES.** If you are between the ages of 13 and 18, you may only use the services under the supervision of a parent or legal guardian who agrees to be bound by these Terms.

Pursuant to Title 47U.S.C.230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material and information that is harmful to minors.

## COMMUNICATIONS

We may send you email, sms, push notifications about us or our products and services by accepting the terms (including the terms of this Privacy Policy which are incorporated therein) or using the app, site, or services you affirmatively consent to receive such commercial messages. As a registered member, you can remove your personal information from our mailing list and stop receiving future communication from us by following the unsubscribe link located at the bottom of each communication. You will also be given the opportunity to unsubscribe from commercial messages in any such email or message that we send. Please note that we reserve the right to send you service related communications, including service announcements and administrative messages, relating either to your account or to your transactions on the App, Site or Service without offering you the opportunity to receive them unless you cancel your account.

## UPDATING, REVIEW OR CORRECTING INFORMATION

You may update, review or correct the personal information on the app, site or services at anytime emailing us at [customerservice@coffeesup.com](mailto:customerservice@coffeesup.com)

Other Users or Transfer of your Information

We will fully cooperate with any law enforcement, authorities or court order requesting or directing us to disclose the identity, behaviour or digital content of any user suspected to have engaged in illegal or infringing behaviour.

In providing the Services we may use subcontractors that are located in countries other than our own and send them information we receive. For example, we may send your information to any countries outside the USA or the European Union. All our contractors will be subject to non-disclosure and non-use obligations. Nevertheless the level of protection for personal and other information varies from jurisdiction to jurisdiction. Protections in jurisdictions in which we operate may not be extensive as your country of residence.