

Membership Terms of Use

Milk & Beans provides an open play subscription service that allows our members to pre-pay their access the open play area and the baby area (together, "playroom"). It also grants exclusive discounts on Food, Drinks and Special Events.

You have accepted these Terms of Use, which govern your use of our service.

YOU AGREE TO THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER DESCRIBED IN SECTION 6 TO RESOLVE ANY DISPUTES.

1. Membership

1.1. The membership beneficiary ("Beneficiary") is the child that will use and access the playroom. The Membership is ONLY valid for the Beneficiary. Any adult can bring the Beneficiary to the facility. The Membership is NOT transferable among children. Milk & Beans may ask for a picture of the beneficiary to keep on the Membership system. We will not share this information with any third party.

1.2. The Membership does not provide access to special events, birthday parties, private events, or outside of normal operating hours. Membership does not guarantee a spot on special or holiday events or activities.

1.3 To access the playroom, the Beneficiary must wear socks and no shoes and follow the rules. Failure to follow Milk & Beans rules and policies may result in denial of access to the playroom or even termination of membership. If we terminate your membership, no refund will be issued

1.4. Your membership will continue and automatically renew until terminated. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time and which may include payment through your account with a third party. You must cancel your membership 14 days before it renews in order to avoid billing of the membership fees for the next billing cycle to your Payment Method (see "Cancellation" below).

1.2. We may offer a number of membership plans, including memberships offered by third parties in conjunction with the provision of their own products

and services. We are not responsible for the products and services provided by such third parties. Some membership plans may have differing conditions and limitations, which will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your membership by visiting the milkandbeans.net website and clicking on the membership link available at the top of the pages.

2. **Promotional Offers.** We may from time to time offer special promotional offers, plans or memberships ("Offers"). Offer eligibility is determined by Milk & Beans at its sole discretion and we reserve the right to revoke an Offer and put your account on hold in the event that we determine you are not eligible. Members of households with an existing or recent membership may not be eligible for certain introductory Offers. We may use information such as name, method of payment or any kind of contact information used with an existing or recent membership to determine Offer eligibility. The eligibility requirements and other limitations and conditions will be disclosed when you sign-up for the Offer or in other communications made available to you.

3. **Billing and Cancellation**

3.1. **Billing Cycle.** The membership fee and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged to your Payment Method on the specific payment date indicated on the "Account" page. The length of your billing cycle will depend on the type of subscription that you choose when you signed up for the service. Membership fees are fully earned upon payment. In some cases, your payment date may change, for example if your Payment Method has not successfully settled, when you change your subscription plan or if your paid membership began on a day not contained in a given month. Visit the https://me.loyalzoo.com/checkin?merchant_id=11374 website and check in to see your next payment date. If you have the single Playpass membership, the check-in may affect the count of your play-passes used for the current month. Please email milkandbeans@outlook.com in that case.

3.2. **Payment Methods.** To use the Membership service you must provide one or more Payment Methods. You authorize us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain

responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Check with your Payment Method service provider for details.

3.3 Updating your Payment Methods. You can update your Payment Methods by going to the set-up link that we sent you when you first registered for your membership or going to https://me.loyalzoo.com/checkin?merchant_id=11374. We may also update your Payment Methods using information provided by the payment service providers. Following any update, you authorize us to continue to charge the applicable Payment Method(s).

3.4. Cancellation. You can cancel your Membership at any time, and you will continue to have access to the service and promotions through the end of your billing period. You must cancel at least 14 days before your next billing date. Failure to cancel with at least 14 days of anticipation will result in the charge of one more billing cycle, and the account will be automatically canceled at the end of it. To cancel, come to the Milk & Beans coffee shop during opening hours and follow the instructions for cancellation. If you cancel your membership with at least 14 days of anticipation, your account will automatically close at the end of your current billing period.

3.5. Changes to the Price and Subscription Plans. We reserve the right to change our subscription plans or adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Any price changes or changes to your subscription plan will take effect following notice to you.

3.6. No Refunds. Payments are nonrefundable and there are no refunds or credits for partially used membership periods. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you

to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

4. Membership Service

4.1. The Beneficiary may only utilize the service with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms of Use.

4.2. The Membership service is for the personal and non-commercial use only of the Beneficiary and may not be shared with other individuals. Except for the foregoing, no right, title or interest shall be transferred to you or the Beneficiary. You agree not to use the service for public performances or commercial purposes.

5. Disclaimers of Warranties and Limitations on Liability

5.1. THE MILK AND BEANS SERVICE AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE MILK AND BEANS SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. MILK AND BEANS DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

5.2. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL MILK AND BEANS, OR ITS SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR THE BENEFICIARY'S PERSONAL INJURY OR ANY ILLNESS, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER.

6. Arbitration Agreement

6.1. You and Milk & Beans agree that any dispute, claim or controversy arising out of or relating in any way to the service, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration or in small

claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts.

Arbitrators can award the same damages and relief that a court can award and nothing in this Arbitration Agreement shall be interpreted as limiting any non-waivable statutory rights. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Milk & Beans are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your membership.

6.2. The arbitration will be governed by the Consumer Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA, unless agreed otherwise. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless Milk & Beans and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence. The arbitrator's award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law.

6.3. If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision explaining the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Milk & Beans' last written settlement offer made before an arbitrator was selected (or if Milk & Beans did not make a settlement offer before an arbitrator was selected), then Milk & Beans will pay you the amount of the award or US\$5,000,

whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

6.4. YOU AND MILK & BEANS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Milk & Beans agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

7. **Miscellaneous**

7.1. **Governing Law.** These Terms of Use shall be governed by and construed in accordance with the laws of the state of Kentucky, U.S.A. without regard to conflict of laws provisions. These terms will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your state of residence.

7.2. **Feedback.** Milk & Beans is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback") in perpetuity without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the service. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law.

7.3. **Customer Support.** To find more information about our service and its features, or if you need assistance with your account, please email milkandbeans@outlook.com. In the event of any conflict between these Terms of Use and information provided by Customer Service or other portions of our websites, these Terms of Use will control.

7.4. **Survival.** If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and

enforceability of the remaining provisions shall remain in full force and effect.

7.5. Changes to Terms of Use and Assignment. Milk & Beans may, from time to time, change these Terms of Use. Such revisions shall be effective immediately.

8.7. Communication Preferences. We will send you information relating to your account (e.g. payment authorizations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.