

THE FOLLOWING DESCRIBES THE TERMS ON WHICH CAFÉ-RAZZI OFFERS YOU OUR CAFÉ CLUB-RAZZI SERVICES.

This Agreement ("Agreement") is a contract between you and Café-Razzi, LLC ("Café-Razzi") and applies to your use of the Café Club-Razzi services ("Service") and any related products purchased from Café-Razzi.

You must read, agree with, and accept all of the terms and conditions contained in this Agreement, which include those terms and conditions expressly set out below and those incorporated by reference, before you may become a member of Café Club-Razzi.

In this Agreement, "you" or "your" means any person using the Service. Unless otherwise stated, "Café-Razzi," "we" or "our" will refer collectively to Café-Razzi, LLC.

We may amend this Agreement at any time by posting the amended terms on our website and notifying you in writing to the address provided to Café-Razzi during registration. Except as stated below, all amended terms shall be effective 30 days after they are initially posted on our website and notice is mailed to you.

1. The Legal Relationship between You and Café-Razzi.

1.1 Extended Lifetime Warranty. Café-Razzi warrants to you that your Lavazza machine ("Machine"), if used in accordance with the intended application and the operating instructions provided with the Machine, will be free of defects in material and workmanship for as long as you remain a member in good standing with Café Club-Razzi. At Café-Razzi's option, the defective Machine will be repaired, replaced or substituted with the same or similar product. To obtain warranty service you may notify Café-Razzi via our toll free number (1-877-ClubRazzi), our website (www.cafe-razzi.com) or via U.S. mail to Café-Razzi LLC, 2565 Third Street, Suite 313, San Francisco, CA 94107.

Conditions that void the warranty include:

- (a) Use of the Machine in an unintended application;
- (b) Use of the Machine in a manner not consistent with the operating instructions;
- (c) Use of non-Lavazza products with the Machine;
- (d) Use of products with the Machine not purchased from Café-Razzi;
- (e) Failure to remain a member in good standing with Café Club-Razzi; or
- (f) Removal of the serial number from the Machine.

REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS WARRANTY IS THE EXCLUSIVE REMEDY UNDER THIS WARRANTY. CAFÉ-RAZZI SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

1.2 Maintenance and Repairs. Café-Razzi will perform, at certain intervals, all necessary maintenance and repair of the Machine for as long as you remain a member in good standing with Café Club-Razzi. At Café-Razzi's option, Café-Razzi will dispatch a technician to repair the Machine or substitute your Machine with the same or similar product. To obtain repair service you may notify Café-Razzi via our toll free number (1-877-ClubRazzi), our website (www.cafe-razzi.com) or via U.S. mail to Café-Razzi LLC, 2565 Third Street, Suite 313, San Francisco, CA 94107.

1.3 Quarterly Purchase of Lavazza Products. In order to remain a member in good standing with Café Club-Razzi, you agree to place and pay for no less than one order of Lavazza products from Café-Razzi every 90 days. To place an order, contact Café-Razzi via our website (www.cafe-razzi.com) or via our toll free number (1-877-ClubRazzi). If Café-Razzi waives this term in any given quarter such waiver shall not be deemed a continuing waiver of this term or any other term.

1.4 Termination of Club Membership. You may terminate your club membership at any time and for any reason. Without limiting other remedies, Café-Razzi reserves the right to terminate your membership in Café Club-Razzi at any time and for any reason. Café-Razzi shall provide you notice of termination of membership as described in Section 4. To terminate Café Club-Razzi membership you must provide written notice by U.S. mail to:

2565 Third Street, Suite 313, San Francisco, CA 94107

Or by electronic communication via the world-wide-web:

www.cafe-razzi.com

Or by telephone to:

1-877-ClubRazzi

Notice of termination of Café Club-Razzi membership will be considered to be received by Café Club-Razzi no later than three (3) business days after the date of mailing or dissemination via electronic communication.

IN THE EVENT OF TERMINATION OF YOUR CAFÉ CLUB-RAZZI MEMBERSHIP, THE WARRANTY AND MAINTENANCE AND REPAIRS AS DESCRIBED IN SECTION 1 ARE VOID.

1.5 Limitation of Liability. IN NO EVENT SHALL WE, OUR EMPLOYEES OR OUR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SERVICE OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). OUR LIABILITY, AND THE LIABILITY OF OUR EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

1.6 Indemnity. You shall indemnify Café-Razzi against, and hold Café-Razzi harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from your use of the Machine, including without limitation the delivery, possession, use, operation, or return of the Machine.

- 2. Fees and Prices.** All fees and prices are set forth in the Pricing Schedule provided to you and available on our website (www.cafe-razzi.com).
- 3. Privacy and Security.** We do not sell or rent your personal information to third parties for marketing purposes without your consent.
- 4. Notices from Café-Razzi to You.**

4.1 Electronic Communications. Electronic Communications to you may be posted on the pages within the Café-Razzi website and/or delivered to your e-mail address. You may print a copy of any Communications and retain it for your records. All Communications in an electronic format will be considered to be in "writing." Notice shall be deemed given (3) days after dissemination of electronic communication via email, whether or not you have received or retrieved the Communication, unless the sending party is aware that the electronic communication was not received.

4.2 Paper Format Communications. All Communications in paper format shall be deemed received no later than three (3) business days after mailing. Notice by paper format will be sent to the address provided to Café-Razzi during the registration process.

- 5. Legal Disputes.** In the event a dispute arises between you and Café-Razzi, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Café-Razzi agree that any controversy or claim at law or equity that arises out of this Agreement or Café-Razzi's services ("Claims") shall be resolved in accordance with one of the subsections below, or as otherwise mutually agreed upon in writing by the parties. Before resorting to these alternatives, Café-Razzi strongly encourages you first to contact Café-Razzi directly to seek a resolution. Café-Razzi will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation, as an alternative to litigation.

5.1 Arbitration. For any Claim (excluding Claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$2,000 you or Café-Razzi may elect to resolve the dispute through binding arbitration. In such cases, the arbitration shall be administered by the American Arbitration Association or JAMS, in accordance with their applicable rules, or any other established ADR provider mutually agreed upon by the parties. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

5.2 Court. Alternatively, any Claim may be adjudicated by a court of competent jurisdiction in the County where Café-Razzi's principal place of business is located, or where the defendant is located. You and Café-Razzi agree to submit to the personal jurisdiction of the courts located within the County of Café-Razzi's principal place of business or where the defendant is located.

5.3 Alternative Dispute Resolution. Café-Razzi will consider use of other alternative forms of dispute resolution, such as binding arbitration to be held in a location mutually agreed upon by the parties.

5.4 Violations of Section 5. All Claims (excluding requests for injunctive or equitable relief) between the parties must be resolved using the dispute resolution mechanism that is selected in accordance with this Section by the party first to assert a Claim, either through a court filing or commencement of arbitration. Should either party file an action contrary to this Section 5, the other party may recover attorneys' fees and costs, provided that the party seeking the award has notified the other party in writing of the improperly filed Claim, and the other party has failed to withdraw the Claim.

5.5 Attorneys' Fees and Costs. The prevailing party of any properly filed Claim may recover attorneys' fees and costs.

6. Choice of Law. This Agreement is governed by and interpreted under the laws of the state of California, as such laws are applied to agreements entered into and to be performed entirely within California by California residents.

7. Severance & Waiver. If any provision of this Agreement is found to be invalid by any court having jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a continuing waiver of such term or any other term.

8. Entire Agreement. Except as provided herein, these terms and conditions are the entire agreement between us and supersede any prior understanding or agreements (written or oral).

I ACKNOWLEDGE AND UNDERSTAND that the Extended Lifetime Warranty provided by Café-Razzi under this Agreement is void if I do not remain a member in good standing with Café Club-Razzi.

🍏 BY CHECKING THIS BOX I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO COMPLY WITH THE TERMS OF THIS AGREEMENT.

Lavazza Machine Model: _____

Serial Number: _____