

Nékter Juice Bar® Subscription Program Terms and Conditions

LAST UPDATED: July 7, 2026

By signing up for, using, or accessing a Nékter Juice Bar® Subscription (the “Nékter Subscription” or the “Subscription Program”), you agree (i) to be bound by these Terms and Conditions, (ii) to be bound by the Nékter Juice Bar Terms of Use, available at vipcustomer.nekterjuicebar.com, (iii) that you have had the opportunity to review and acknowledge Nékter Juice Bar’s Privacy Policy, available at vipcustomer.nekterjuicebar.com, and (iv) that Nékter Juice Bar may send you emails and texts about your account, subscription, Bonus Card balances, orders, and promotions. These Terms and Conditions govern the Nékter Subscription Program, which is separate from, and in addition to, the Nékter Rewards loyalty program. To review the terms of the Nékter Rewards program, visit vipcustomer.nekterjuicebar.com.

THESE TERMS AND CONDITIONS INCORPORATE THE NÉKTER JUICE BAR TERMS OF USE, **WHICH YOU AGREE TO BE BOUND BY, INCLUDING WITHOUT LIMITATION ITS DISPUTE RESOLUTION PROVISIONS AND CLASS ACTION WAIVER.** If you do not agree to these Terms and Conditions, do not sign up for or participate in the Nékter Subscription Program. You can contact Nékter Juice Bar with any questions or concerns at [[\(800\) 385-1650](tel:8003851650)], or [CS@nekterjuicebar.com].

- 1. Subscription Plans and Fees.** The Nékter Subscription is offered as (a) a monthly plan for \$15.00 per month, or (b) an annual plan for \$100.00 per year (each, a “Subscription Term”), in each case plus applicable taxes. Fees are charged to your payment method on file at the start of each Subscription Term. As an active subscriber, you will receive the following benefits: (i) a monthly \$15 promotional Bonus Card (described in Section 3), and (ii) a daily 20% discount (described in Section 4). Subscription benefits are available only while your subscription is active and paid, require a registered Nékter Rewards account and the Nékter app, and are redeemable only at participating Nékter Juice Bar locations in the United States and through the Nékter app.
- 2. Automatic Renewal. YOUR SUBSCRIPTION AUTOMATICALLY RENEWS UNTIL YOU CANCEL.** Unless you cancel before the end of your then-current Subscription Term, your subscription will automatically renew at the end of each Subscription Term — monthly for monthly plans and annually for annual plans — and the then-current subscription fee, plus applicable taxes, will be charged to your payment method on file. You may cancel at any time as described in Section 5. If we change the subscription fee, we will provide you with reasonable advance notice, and the new fee

will apply beginning with your next renewal; if you do not agree to the new fee, you may cancel before the renewal takes effect.

3. Monthly Bonus Card. Each month during an active Subscription Term, Nékter Juice Bar will issue to your account a promotional bonus card loaded with a \$15 credit (the “Bonus Card”). Bonus Cards are subject to the following terms:

- **Bonus Cards are not gift cards.** Bonus Cards are promotional cards issued at no charge as a subscription benefit. They have no cash value, are not redeemable or exchangeable for cash (except where required by applicable law), and are not reloadable.
- **Expiration; forfeiture.** Each Bonus Card expires one (1) month after the date it is issued. Any unused Bonus Card balance is forfeited upon expiration and will not roll over, be reissued, or be converted to any other form of credit. While your subscription remains active, a new Bonus Card will be issued for the following month.
- **Redemption.** Bonus Card balances may be redeemed toward eligible purchases at participating Nékter Juice Bar locations and through the Nékter app. Bonus Cards may not be used to purchase gift cards or catering orders, and may not be redeemed on orders placed through third-party marketplaces or delivery platforms.
- **Non-transferable.** Bonus Cards are tied to your Nékter Rewards account, are for your personal use only, and may not be sold, transferred, shared, or combined with balances on other accounts.

4. Daily 20% Discount. During an active Subscription Term, you will receive a 20% discount, redeemable once per calendar day on a single order, at participating Nékter Juice Bar locations or through the Nékter app, in each case using your registered Nékter Rewards account. The discount applies to the eligible product subtotal of the order only and does not apply to taxes, tips, fees, gift card purchases, or catering orders, and is not available on orders placed through third-party marketplaces or delivery platforms. Unless expressly stated otherwise, the discount may not be combined with other coupons, discounts, or promotional offers. Unused daily discounts do not accumulate or carry over to another day and have no cash value.

5. Cancellation; No Refunds. You may cancel your subscription at any time through your account in the Nékter app or by contacting us at [EMAIL]. If you cancel before the end of your then-current Subscription Term (monthly or annual, depending on your plan), your subscription will not renew, and you will continue to have access to your subscription benefits through the end of that Subscription Term. **No refunds or credits will be given for partial Subscription Terms, unused Bonus Card balances, or unused discounts.** Any Bonus Card issued before cancellation remains subject to its original expiration date.

6. Account Termination. Nékter Juice Bar reserves the right, in its sole and absolute discretion, to exclude any individual(s) from the Subscription Program or to

terminate any subscription, for any reason, including, without limitation, abuse of the Subscription Program, failure to follow these Terms and Conditions, or fraud, misrepresentation, or other conduct detrimental to the interests of Nékter Juice Bar. If your subscription is terminated for such conduct, any outstanding Bonus Card balance is void and no refund will be provided. Any such exclusion or termination may affect your eligibility for further participation in the Subscription Program and/or any other Nékter Juice Bar program.

7. Exclusions/Limitations. Subscription benefits may be redeemed only on purchases made directly from participating Nékter Juice Bar locations and through the Nékter app. Nékter Juice Bar products purchased from resellers, grocery stores, or other third parties are not eligible. Taxes, tips, donations, and fees, including delivery fees, are not eligible for Bonus Card redemption or the daily discount. Benefits have no cash value and may not be redeemed for cash unless required by applicable law. If for any reason a participating location is unavailable, including store closures, your sole recourse is to redeem benefits at another participating location or through the Nékter app.

8. Changes to Terms; Discontinuance of the Subscription Program. Nékter Juice Bar may in its sole and absolute discretion and from time to time change these Terms and Conditions, including the benefits offered under the Subscription Program. Such revisions shall be effective immediately or upon your receipt of reasonable notice of the changes if such changes are material; material changes that adversely affect you will apply no earlier than your next renewal. Nékter Juice Bar also reserves the right in its sole and absolute discretion to terminate the Subscription Program with reasonable advance notice. In the event of any such termination, you will continue to have access to your subscription benefits through the end of your then-current paid Subscription Term, and your subscription will not renew thereafter.

9. Privacy. Personal information is subject to our Privacy Policy, the terms of which are incorporated herein. Please review our Privacy Policy located at vipcustomer.neκτηrjuicebar.com to understand our practices. If you are a resident of California, your participation is subject to our Notice of Financial Incentive. If you make a request for deletion of your personal information pursuant to our Privacy Policy, we will treat it as an account deletion request, which will result in cancellation of your subscription.

10. Communication Preferences. By participating in the Nékter Subscription Program, you consent to receiving emails and texts from Nékter Juice Bar relating to your account, subscription, Bonus Card balances, and orders, as well as promotional advertising. You also consent to receiving certain other communications from us, such as newsletters, special offers, promotional announcements, and guest surveys. If you no longer want to receive non-transactional communications, simply unsubscribe using the link in the promotional email you received, or email us at [EMAIL] to set your

communications preferences. Please note that transactional communications, such as renewal and billing notices, are required for participation in the Subscription Program.

11. Participation Requirements. You must be 18 years of age, or the age of majority in your jurisdiction, to purchase a Nékter Subscription. You must register a valid email address, zip code, phone number, and payment method to participate. Limit one (1) active subscription per person and per Nékter Rewards account.

12. Limitation of Liability. Nékter Juice Bar and its respective officers, directors, employees, franchisees, and agents (the “Released Parties”) make no warranty, express or implied, including, but not limited to, any warranties of merchantability or fitness for a particular purpose, with respect to the Subscription Program. By participating in the Subscription Program, you hereby release, to the fullest extent that law permits, the Released Parties from and against any and all claims, damages, losses, liabilities, and other expenses (including, without limitation, attorneys’ fees) relating to your participation in the Subscription Program.

13. Governing Law. Any dispute arising from these Terms and Conditions or your access to or participation in the Nékter Subscription Program will be governed by and construed and enforced in accordance with the laws of the State of California, without regard to conflict of law rules or principles. Subject to the dispute resolution provisions of the Nékter Juice Bar Terms of Use, any dispute between the parties will be resolved in the state or federal courts located in Orange County, California.

14. Severability. If any provision or part of a provision of these Terms and Conditions is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

15. Miscellaneous. Without notice to you, Nékter Juice Bar reserves the right to suspend and/or terminate any subscription account and/or your participation in the Subscription Program if Nékter Juice Bar determines, in its sole discretion, that you have violated these Terms and Conditions or that your use is unauthorized, deceptive, fraudulent, or otherwise unlawful. In the event your participation in the Subscription Program is terminated for such conduct, all outstanding Bonus Card balances are void. These Terms and Conditions, including all documents referenced herein, represent the entire understanding between you and Nékter Juice Bar with respect to the Subscription Program and supersede any other agreements, statements, or representations with respect to the Subscription Program. Headings used in these Terms and Conditions are for reference only and shall not affect the meaning of any terms.