



## Nespresso Subscription Terms and Conditions

The Nespresso® Subscription Plans (“Nespresso® Subscription”) are offered by Nestlé Brasil Ltda., a company registered with the CNPJ/MF under nº 60.409.075/0001-52, with headquarters at Avenida das Nações Unidas, 17007, in the Capital of State of São Paulo, through its Nespresso® division, for individuals and legal entities (“Consumers”) and will be governed by the provisions of this document, called “Terms and Conditions”. By choosing to join one of the Nespresso® Plans, you will accept this document and the clauses that comprise it. In addition to the Terms and Conditions, the General Commercial Conditions can be accessed on the website <https://www.nespresso.com/br/pt/termos-condicoes> or through exclusive Subscription campaigns.

### ® Subscription plans :

Nespresso offers several Subscription categories. Click below to access the general and specific terms and conditions for the contracted plan.

- **General Subscription Terms and Conditions**
- **Coffee Subscription Plan**
- **Subscription Plan with Machine**

## General Terms and Conditions

### 1. What are the eligibility requirements for a Nespresso Subscription ?

- 1.1 Consumers over 18 (eighteen) years old, residing in Brazil, limited to 1 (one) **Nespresso Subscription plan** per registered CPF.

### 2. How can I purchase a Nespresso Subscription plan ?

- 2.1 **Nespresso** Subscription can be purchased on the official **Nespresso website** via the dedicated page <https://www.nespresso.com/br/pt/pedido-automatico> or by going to one of our **Nespresso Boutiques** to choose one of the plans that best suits your needs.

### 3. What Nespresso subscription plans are available?

- 3.1 Currently, two (2) Nespresso subscription plans are available, namely the Coffee Subscription Plan and the Machine Subscription Plan.



#### 4. What is the payment method to purchase a Nespresso Subscription plan ?

- 4.1 **Nespresso** subscription plans may vary based on the plan and frequency selected by the Consumer.
- 4.2 The first charge will be made when contracting the plan, exclusively via credit card. Once the purchase of the subscription plan is confirmed, the next charges will also be made to the registered credit card, according to the contracted frequency.
- 4.3 Prepaid cards will not be accepted. Virtual card can be accepted, except in cases where data is erased or it is necessary to constantly validate a token; In this case, it is suggested not to use the Virtual Card to purchase a Nespresso Subscription Plan, as the Consumer's account may be blocked due to non-recognition of the card details or non-payment of the next recurring monthly subscription fees.
- 4.4 Charges will always be made from midnight on the date pre-defined at the time of contracting.
- 4.5 No Subscription can be purchased through credits remaining in the Consumer's account.

#### 5. What are the consequences of failure to pay the monthly Nespresso Subscription fee ?

- 5.1 If there is any failure to pay charges relating to the Consumer's subscription plans, **Nespresso** will make new billing attempts within a period of 3 (three) consecutive days on the credit card provided by the Consumer. It is important for the Consumer to be aware of the registered credit card and possible conditions, such as: credit limit for charging the monthly Subscription fee, validity of the card, as well as whether it is a Virtual Card that may expire after a period or require any recurring token validation, for example. It is the customer's responsibility to validate and update credit card details regarding payment for the **Nespresso Subscription Plan** .
- 5.2 If payment fails or the Subscription Plan is not charged correctly, the **Nespresso system** reserves the right to block registration, access to the user's account and existing credits, with the Consumer being required to contact the customer service channels for regularization. of the case . The account will only be unlocked upon payment of the amount due or cancellation of the Subscription Plan. In cases of immediate cancellation, the Consumer can do so directly via the Nespresso website <https://www.nespresso.com> "My Account" > My Subscriptions", when contacting the call center on 0800 7777 737 or when going to one of our Boutiques.

#### 6. What are the security validations carried out when purchasing a Nespresso Subscription ?



- 6.1 To ensure that the Consumer's credit card is not used without their consent, Nespresso reserves the right to validate the information provided during the subscription process, such as name, CPF and address, as well as carry out verification of credit, including through appropriate databases from duly recognized third parties. Nespresso may contact the Consumer by telephone or email during the term of the contract to confirm or update data, and may request a **copy** of documents to protect the account holder and activate their registration.
- 6.2 By accepting these Terms and Conditions, the Consumer consents to these security checks being carried out, as well as to the [Nestlé Privacy Policy](#).

## **7. What is the cancellation policy for the Nespresso Subscription plan :**

- 7.1 Canceling the Coffee Subscription Plan is free and can be done at any time, without additional charges. Cancellation of a Subscription Plan with Machines has a minimum period of 12 months.
- 7.2 If the Consumer wishes to cancel their Nespresso Coffee Subscription Plan, simply access the “My Account” > “My Subscriptions” option on the website <http://www.nespresso.com> and cancel your plan directly through the website. It is also possible to request via the call center on 0800 7777 737 or go directly to one of the Nespresso Boutiques, as long as there are no outstanding amounts at the time of cancellation.
- 7.3 If there are amounts owed by the subscriber, such as outstanding monthly payments, including from previous subscription plans, to carry out the cancellation, it will be necessary to contact the call center on 0800 7777 737 to verify the case.
- 7.4 In the event of a dispute over a charge and/or monthly subscription plan fee, even if it is no longer in force, the available credits for that charge will be automatically removed from the account and an email with guidance on what happened will be sent to the Consumer.
- 7.5 Monthly fees paid, charges already made and credits received up to the date of cancellation will not be refunded and, depending on the canceled subscription plan, credits will no longer be deposited into the Consumer's account.
- 7.6 Once any Nespresso Plan is cancelled, any credits accumulated during the period will continue to be available in the Nespresso account for a period of 6 (months) for use, counting from the effective date of cancellation of the plan. After this period, the credits will expire from the account. Credits are non-transferable. After cancellation, there is no possibility of reactivating the same canceled plan. If the Consumer wishes to have



any new Subscription Plan, you can perform a new activation via the website on the dedicated page [https://www.nespresso.com/br/pt/pedido - automatic o](https://www.nespresso.com/br/pt/pedido-automatico) or directly at one of the Nespresso Boutiques.

- 7.7 It is now established that, for Consumers who still have the previous subscription plan, which ended in February 2024, in which monthly credits were granted to their Nespresso account, and are requested to cancel this type of subscription, it will no longer be possible contract the same type of coffee subscription plan with credits, as it is no longer a modality available through **Nespresso** . Therefore, any new contracting of coffee subscription plans must be carried out in accordance with the signature included in item 4 of the General Conditions of this document.

#### **8. Can I request a third party to activate a Nespresso Subscription Plan on my record?**

- 8.1 For security reasons, we do not allow Subscription Plans to be active in the name of third parties. Only the registered Consumer will be able to activate the Nespresso Subscription Plan in one of our Boutiques, using their own registration via login and password and carrying their original document with photo.
- 8.2 Nespresso reserves the right not to authorize the purchase of a Subscription Plan on behalf of third parties.

#### **9. Can I request that a third party redeem the Nespresso Subscription Plan credits on my registration at a Boutique?**

- 9.1 Only the Account Holder can redeem any existing credits, derived from the old Nespresso Subscription Plan in our Boutiques, as per item above.
- 9.2 For security reasons, we do not allow third parties to redeem the benefits of Nespresso Subscription Plan credits. Therefore, the account holder must be present to redeem the Subscription credit in one of our Boutiques, presenting an original document with photo.

#### **10. From Terms and Conditions:**

- 10.1 Nespresso reserves the right to change the Terms and Conditions covered in this document from time to time, as it deems necessary. Any changes regarding **Nespresso** Subscription plans will be communicated to the affected Consumers, through the appropriate means, which may be email, website, telephone or SMS.
- 10.2 If you have any questions or need additional information, please contact one of our Coffee Specialists on freephone 0800 7777 737 (24 hours a day, 7 days a week).



10.3 Nespresso reserves the right to implement modifications to this contract, such as adjustments to the amount of the monthly fee paid, cancellation of the discount, free shipping or others, without explicit reason, upon prior communication to the Consumer.

10.4 Nespresso reserves the right to terminate or modify the Subscription at any time and not authorize new contracts without an explicit reason.

### **Coffee Subscription Plan**

1. Customers who choose to sign up for a Subscription must choose a quantity and flavors of capsules (from 1 sleeve), the frequency (3 weeks, monthly, bimonthly or quarterly) and register a credit card.
2. Consumers who have available credit in their account can use it to complete the Subscription, but must register a credit card for future charges.
3. All automatic deliveries of the Subscription will be made to the address registered in the Consumer's account, which may be changed at any time.
4. In case of lack of stock of the coffee chosen for the Subscription, the customer will receive a sleeve of another coffee with a similar profile, carefully selected by **Nespresso**. After stock is regularized, coffee will be delivered normally again.
5. In case of pause, cancellation or payment not approved, automatic deliveries will not be made.
6. The Click & Collect module is not available for deliveries made through a Subscription.
7. All payment, billing, order status and delivery information will be made via email.
8. Limited edition coffees will not be available for Subscription orders.
9. Subscriptions starting at 30 capsules will automatically receive a 10% discount on automatic deliveries. The discount will not be applied to purchases outside of the Subscription.
10. Exclusively for customers with 'Ambassador' status in the Nespresso & YOU loyalty program, when subscribing to 100 capsules or more, they will automatically receive a 15% discount on automatic deliveries. The discount will not be applied to purchases outside of the Subscription.
11. For customers who have an old coffee subscription - in which they receive 10% extra credit every month in their **Nespresso account**, by keeping their subscription active and subscribing to the new subscription they will be eligible for a 5% discount on deliveries automatic from 30 capsules.
12. Consumers who have an active new Coffee Subscription will receive free shipping on all orders from 30 capsules, whether within or outside the Subscription.



13. If the customer's Subscription is paused, canceled or pending payment, the discount and free shipping will not be applied.
14. The Subscription offer is cumulative with other non-segmented offers available on the website, that is, if a customer has an active Subscription of 100 capsules and, at the same time, an offer available on the same level of capsules, the Consumer will automatically receive the discount /gift of the current offer, prevailing the rules and Terms and Conditions of the current offer.

### **Subscription Plan with Machine**

1. The models and prices of the machines available in the Plan will be chosen by Nespresso and can be changed at any time. The consumer should consult the models and prices available on the Plan with Machine exclusively on the Nespresso Subscription page <https://www.nespresso.com/br/pt/assinatura-maquina-de-cafe> or in Boutique.
2. **Nespresso** Subscription Plan with Free Original System Machine is no longer active for contracting. However, this model included contracting the Subscription Plan and receiving, at no additional cost, a **Nespresso Original System Coffee Machine** linked to the selected plan informed at the time of contracting. Consumers who still have the Coffee Subscription Plan with Free Machine can still cancel, without penalty, upon request via contact via the call center on 0800 7777 737. Once the Subscription Plan with Free Machine is cancelled, the Any credits accumulated during the period will continue to be available in the Nespresso account for a period of 6 (six) months, counting from the date of cancellation of the Plan.
3. Nespresso reserves the right to terminate or modify the Machine Subscription Plan at any time and not authorize new contracts without explicit reason.
4. The minimum period of stay for the Nespresso Machine Subscription is 12 months. If the customer cancels before the scheduled time, a fine will be applied equal to the difference between the amount paid for the machine purchased and the current full price. This amount will be proportional to the time the member remains active, so if he cancels in the 6th month, for example, the fine will be 50%.

