

#### Terms and Conditions:

- You must be 21 years old or older to purchase a Mug Club Membership.
- Your Mug Club Membership may not be transferred or sold.
- No one may “borrow” your Mug Club membership. You must be present to receive membership benefits. Attempts to share your membership may result in your benefits being suspended or revoked.
- Higher alcohol beers and beers with higher ingredient costs may be served in smaller, more appropriate glassware.
- Your Mug Club purchase is non-refundable
- Notwithstanding anything in this Agreement to the contrary, You will not be able to use the Mug Club unless the following conditions are met:
  - The Mug Club will be available to You subject to, and only in full compliance with all applicable laws.
  - You will at all times while at Pro-Five Brewing (i) drink responsibly and in moderation, (ii) exercise good judgement (iii) treat other guests, servers and beertenders with courtesy and respect, (iv) not take action that might jeopardize the health, welfare or safety of anyone (v) not engage in any harassment or violent or inappropriate conduct.
  - You will not drive if unable to do so safely because of the consumption of alcoholic beverages or medication.
  - You must be able to present an acceptable photo identification as proof of identity.
  - You must not appear intoxicated on the premises of Pro-Five Brewing.
  - Unforeseen circumstances, including but not limited to acts of god, inventory shortages, utility service interruption, may prevent or interfere with your use and enjoyment of the Mug Club.

By purchasing a Mug Club membership, you represent, acknowledge and agree that (i) you are over 21 years of age (ii) your Mug Club Membership does not provide you with any managerial authority over any aspect of Pro-Five Brewing (iii) you are participating voluntarily in the Mug Club program and that Pro-Five Brewing is in no way encouraging the excessive consumption of alcohol (iv) no part of the Mug Club is redeemable for cash, (v) the Mug Club has no monetary value and is non-refundable (vi) Pro-Five Brewing reserves the right to modify the terms and conditions of the Mug Club from time to time, without compensation or refund to you. In furtherance and not in limitation of the foregoing, if, at any time, Pro-Five Brewing determines in their sole and absolute discretion that your continued participation in the Mug Club is in any way harmful to the reputation, or business, (i.e. conviction of a crime involving dishonesty or moral turpitude), that Pro-Five Brewing may revoke your Mug Club Membership and that you would not be entitled to any compensation or refund. This Agreement and any claims associated herewith shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to its choice of law provisions. This Agreement constitutes the entire agreement between you and Pro-Five Brewing with respect to the Mug Club, and supersedes all prior agreements and understandings, if any, relating to the Mug Club. Nothing expressed or referred to in this Agreement will be construed to give any person, other than the parties to this

Agreement, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision hereof. If any provision of this Agreement, should be found by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced, all other terms and conditions of this Agreement will remain in full force and effect. This Agreement shall be automatically executed by you when you purchase a Mug Club membership.