

Cincy Rewards, Inc.

Last Updated 5/15/2025

End User License Agreement (EULA)

Thank you for your interest in the Cincy Rewards mobile application (the “App”) provided to you by Cincy Rewards, LLC, DBA Cincy Rewards (“Company”), which enables you to earn savings on your everyday and everywhere purchases. The App and any related services provided by Company through its website are collectively referred to herein as the “Service.”

The App is provided to you on a limited license, not sold to you.

By downloading or using the App, you:

1. Acknowledge that the App is licensed, not sold to you, and that by downloading the App, or otherwise accessing or using the Service, you agree that you have read, understood, and agree to be bound by this End User License Agreement (the “EULA”) and the Cincy Rewards Terms of Use/Privacy and related policies (collectively, the “Terms”) (available at/docs/terms) as updated from time to time, which govern your use of the App and the Service, into which this EULA is hereby incorporated by reference. You may use the App and the Service only as set forth in this EULA and the Terms;
2. Consent to the collection, use, sharing and transfer of your data, including, but not limited to, location data, as outlined in the Company Privacy Policy (available at CincyRewards.com/docs/privacy), as updated from time to time, which is hereby incorporated herein by reference;
3. Acknowledge that third party terms and fees may apply to the use and operation of your handset device in connection with your use of the App, such as your carrier’s terms of services, and fees for phone service, data access, or messaging capabilities, and that you are solely responsible for payment of any and all such fees;
4. Acknowledge that the App may contain third party content, and that Company is not responsible for any such content;
5. Acknowledge that the App and the Service are provided “as-is” and without warranty of any kind, and that Company’s liability to you is limited;

6. Acknowledge that disputes arising hereunder will be resolved by binding arbitration, and by accepting this EULA you and Company are each waiving the right to a trial by jury or to participate in a class action;
7. Consent to receiving certain electronic communications from us as further described in our Privacy Policy and the Terms; and
8. Agree to any acknowledge the following terms and conditions, including without limitation the “Notice Regarding Apple.”

License; Restrictions on Use

Subject to the restrictions set forth in this EULA and the Terms, Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use one copy of the App obtained from a legitimate marketplace in object code format, solely for your personal use, on a mobile device that you own or control. Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the App; (b) make modifications to the App; or (c) interfere with or circumvent any feature of the App, including any security or access control mechanism. If you are prohibited under applicable law from using the App, you may not use it.

Location-based Services

The App provides features that enable Company to tailor your experience based on your location (“Location-based Services”). In order to use Location-based Services, you must allow Company access to your localized position through your mobile phone, which Company may accomplish through a variety of means, including GPS location, if available. If you choose to disable location-based services, you will not be able to utilize certain features of the App. By authorizing Company to access your location, you agree and acknowledge that (i) device data we collect from you is directly relevant to your use of the App and (ii) Company may provide Location-based Services related to your then current location.

Notice Regarding Apple

This section only applies to the extent you are using our mobile application on an iOS device. You acknowledge that this EULA is between you and Company only, not with Apple Inc. ("Apple"), and Apple is not responsible for the Service or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Service and/or your possession and use of the Service infringe a third party's intellectual property rights. You agree to comply with any applicable third party terms when using the Service. Apple and Apple's subsidiaries are third party beneficiaries of this EULA and the Terms, and upon your acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA and the Terms against you as a third party beneficiary. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

General

This EULA will be governed by the laws of the State of Colorado, without regard to

conflict of law principles. In the event of a conflict between this EULA, the Terms, or any other policies referenced herein, the terms of this EULA will prevail.

Contacting Company

The Service hereunder is offered by Cincy Rewards, LLC, DBA Cincy Rewards. If you have any questions regarding the Company, the Service or the Terms, please visit our Help Center at <https://help.CincyRewards.com/hc>. If you are unable to log-in to the Help Center, please contact AccountSupportCincyRewards@gmail.com

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