

Coupr Terms and Conditions

Last Updated: August 15th, 2025

Thank you for using Coupr! These Terms and Conditions (these “**Terms**”) govern your use of the services and products provided by Coupr, Inc. (“**Coupr**”), including but not limited to Coupr’s in-store screens (“**Screens**”), applications, and any websites, software or services provided by Coupr in connection therewith (collectively, the “**Services**”). These Terms apply to all individuals and entities that access or use the Services, whether as a guest user (i.e., without creating an Account (defined below)) or as a registered user (i.e., with an Account) (each such user, “**User**” or “**you**”).

Things You Should Know Upfront

By accessing or using any Services in any way, creating an Account, and/or clicking on the “I Accept” button, you represent that (1) you have read, understand, and agree to be bound by these Terms; (2) you are of legal age to form a binding contract with Coupr; (3) you have the authority to enter into these Terms personally; and (4) you understand and agree that you are solely responsible for ensuring that your use of the Services complies with the laws of your jurisdiction. The term “you” refers to the individual or entity, as applicable, identified as the user when you registered on the website. If you do not agree to be bound by these Terms, you may not access or use this website or the Services.

Section 10 (Arbitration Agreement) contains provisions that govern how to resolve disputes between you and Coupr. Among other things, Section 10 (Arbitration Agreement) includes an agreement to arbitrate which requires, with limited exceptions, that all disputes between you and us shall be resolved by binding and final arbitration. Section 10 also contains a class action and jury trial waiver. Please read Section 10 (Arbitration Agreement) carefully.

Unless you opt out of the Arbitration Agreement (as defined in Section 10) within thirty (30) days in accordance with Section 10(h) (30-day right to opt out): (1) you will only be permitted to pursue disputes or claims and seek relief against us on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and you waive your right to participate in a class action lawsuit or class-wide arbitration; and (2) you are waiving your right to pursue disputes or claims and seek relief in a court of law and to have a jury trial.

Your use of, and participation in, certain Services may be subject to additional terms (“**Supplemental Terms**”) and such Supplemental Terms will either be listed in these Terms or will be presented to you for your acceptance when you sign up to use the supplemental Services. If these Terms are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Services. These Terms and any applicable Supplemental Terms are referred to herein as the “**Agreement.**”

This Agreement is subject to change by Coupr in its sole discretion at any time as set forth in Section 16 (Changes to this Agreement).

Scope of Our Services

Coupr partners with certain retail merchants (each a “**Merchant**”) to provide enriching in-store shopping experiences through Coupr’s in-store Screens and software at Merchants’ store locations. The Services allow customers to discover products sold within the store, receive AI-powered recommendations, navigate within the store, compare items, and view discounts and promotions. By continuing to use the Services, you understand and agree that each Merchant operates independently of Coupr. You agree that any purchases are made from the Merchant at the Merchant’s point of sale, the Merchant is the merchant of record, and title to any goods passes to you when they are purchased at the Merchant’s store. You also acknowledge and agree that Coupr does not hold title to, or responsibility with respect to, any goods that you purchase through the Services.

Coupr does not process payments and does not collect your payment card information. Any payments for goods are processed by the Merchant at its point of sale and are subject to the Merchant’s terms and privacy practices. For questions regarding payment processing, please contact the Merchant at which you have utilized the Services.

A Note on AI and Third-Party Content

Our Services leverage certain proprietary and third party artificial intelligence and machine learning services or applications (“**AI Tools**”) in delivering certain features or functionality, such as product recommendations. Because artificial intelligence systems are a rapidly evolving field, and given the probabilistic nature of artificial intelligence, our AI Tools may provide inaccurate output (such as “hallucinations”) or otherwise may not always produce accurate or intended results or provide responsive answers to prompts. As such, you acknowledge that Coupr makes no warranties with respect to the specific results, recommendations or any output of any AI Tools or features or functions

of the Services, and you must thoroughly review and approve any such output and confirm appropriateness and accuracy before any use of such output.

In addition, Coupr obtains the information contained in and displayed through the Services from third parties. Occasionally there may be information on the Services that contains typographical errors, inaccuracies, or omissions that may relate to pricing, product descriptions, promotional offers, and product availability. You understand and agree that such information has been provided by the Merchant, manufacturers or third parties, and Coupr does not assume responsibility for any such errors, inaccuracies, or omissions. Coupr reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including while the Services are in use).

YOU ARE SOLELY RESPONSIBLE FOR THE PRODUCTS YOU PURCHASE AND CONSUME. IT IS YOUR RESPONSIBILITY TO ENSURE THAT ANY PURCHASE IS APPROPRIATE FOR YOU, HAVING REGARD TO ANY OF YOUR OWN INDIVIDUAL CIRCUMSTANCES (OR THE CIRCUMSTANCES OF YOUR FAMILY OR ANYONE FOR WHOM YOU ARE ACQUIRING THE PRODUCTS), INCLUDING BUT NOT LIMITED TO ANY ALLERGIES, AGE-RESTRICTIONS, DANGERS, HEALTH IMPACTS OR OTHER INDIVIDUAL-SPECIFIC ISSUES, EVEN IF YOU HAVE SHARED ANY OF THAT INFORMATION WITH THE SERVICES.

Now, the Terms:

1. Your Use of the Services.

Coupr grants you a limited, non-exclusive, non-transferable, and revocable license to use the Services for their intended purposes subject to your compliance with this Agreement, any other Coupr policies, and all applicable laws and regulations. In addition, we expect you to respect those who you encounter in your use of the Services, including Coupr and Merchant personnel, and any other customers or third parties. Coupr reserves the right to withhold, revoke, cancel and/or terminate your access to the Services if it determines, in its sole discretion, that you have engaged in fraud, tampering, abuse or violation of this Agreement. You acknowledge that, in addition to this Agreement, your use of the Services in a Merchant's store may be subject to that Merchant's policies and terms and conditions of service ("**Merchant Terms**"). The Merchant Terms govern issues such as hours of operation, in-store conduct, refunds, returns, and Merchant loyalty programs. Certain Merchants may also allow you to utilize memberships or loyalty programs through the Services. If you utilize a Merchant membership or loyalty program through or in conjunction with the Services, you understand that the membership or loyalty program is offered directly by the Merchant and not Coupr and separate

Merchant Terms apply, which you should read carefully. Please note that you will need to contact the Merchant if you have any questions regarding your membership or loyalty program or the management of your Account.

By using the Services, you represent and warrant that you are of legal age in the jurisdiction in which you reside to form a binding contract with Coupr. If you are under the age of majority in your home state, you may use the Services only with the supervision of a parent or guardian who agrees to be bound by this Agreement. If you are using the Services for its intended purposes on behalf of a business or other entity, you represent and warrant that you have the necessary authority to bind that business or entity to this Agreement and that you are agreeing to this Agreement on behalf of that business or entity.

You may not, nor may you permit any third party, directly or indirectly to, copy, modify, distribute, sell, or lease any part of the Services. Unless such restriction is prohibited by law or you have Coupr's written permission, you may not, nor may you permit any third party, directly or indirectly to, decompile, disassemble, or otherwise attempt to reverse engineer any part (including tracking the inputs and outputs flowing through our system or application in order to mimic or recreate the system or application), or attempt to extract the source code of the Services. You may only access the Services through the interfaces that Coupr provides for that purpose (for example, you may not "scrape" or "data mine" the Services through automated means or "frame" any part of the Services), and you may not, nor may you permit any third party, directly or indirectly to, work around, bypass, or circumvent any technical limitations of the Services, or otherwise interfere or attempt to disrupt the Services. You further agree that you will not use the Services or any information contained therein or obtained therefrom, including any output or other information derived from the Services, to directly or indirectly create, train, test, or improve any machine learning, large language, or artificial intelligence models, or similar or competing product, service, or technology (including for research purposes, open source, or other non-commercial use).

Some software, or portions of software, in the Services may be governed by open source licenses. In that case, Coupr will make such licenses available to you and, in the case of conflict between such a license and this Agreement, the open source license will control but only with respect to the software, or portion of the software, to which it applies.

By using the Services, you represent and warrant that you will not tamper with, interfere with, or misuse any in-store devices (including the Screens), software, location features, or other components utilized by the Services, and you will comply with all laws applicable to your use of the Services. You acknowledge

that Merchant personnel may conduct checks (including confirming you are of legal age to purchase age-restricted products) or take other steps to verify proper use of the Services. If you have any issues using the Services in-store, you must alert a Merchant employee.

We're constantly modifying and improving the Services. Coupr may introduce new features, change existing features, or remove features from the Services at any time and without notice. If you provide Coupr with any feedback on, or comments regarding, the Services, you grant Coupr the right to use such feedback or comments for any purpose without restriction or payment to you.

2. Registration.

In order to access certain features of the Services, you may be required to register an account on the Services ("**Account**") and provide certain information about yourself as prompted by the account registration form, including (but not limited to) your name, an e-mail address, password, and phone number.

In registering an Account on the Services, you shall (a) provide true, accurate, current, and complete information about yourself as prompted by the registration form (the "**Registration Data**") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. You acknowledge that our [Privacy Policy](#) details how we will use and disclose your Account information and Registration Data.

By creating an Account, you represent and warrant that you (a) are of legal age to form a binding contract; and (b) are not a person barred from using Services under the laws of the United States, your place of residence or any other applicable jurisdiction.

3. Ownership.

You agree that Coupr and its suppliers or licensors own all rights, title and interest in the Services and Coupr's name and trademarks (and all related stylizations, graphics, logos, and trade names used on or with the Services). You are not permitted to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any of the Services.

Coupr does not claim ownership of any content, information, data, text, software, music, sound, photographs, graphics, video, messages, tags, and/or other materials ("**Content**") accessible through the Services that you upload, post, email, transmit, or otherwise make available ("**Make Available**") through the Services (collectively, "**Your Content**"), and that other Users of the Services, and not Coupr, are similarly responsible for all Content that they Make Available

through the Services. When you Make Available any Content on or to the Services, you represent that you own and/or have sufficient rights to Your Content to grant the license set forth below.

You hereby grant Coupr a non-exclusive, transferable, perpetual, irrevocable, worldwide, fully-paid, royalty-free, sublicensable (through multiple tiers of sublicensees) right (including any moral rights) and license to use, copy, reproduce, modify, adapt, prepare derivative works from, translate, distribute, publicly perform, publicly display and derive revenue or other remuneration from Your Content (in whole or in part) for the purposes of (a) operating and providing the Services to you and to our other Users, (b) improve the Services, and (c) training underlying artificial intelligence models.

Notwithstanding anything to the contrary in this Agreement, Coupr may derive aggregated, anonymized and/or de-identified data from Your Content and other information provided by you as well as including information and data on how the Services are used by you and other users of the Services (collectively, **"Aggregated Data"**). Coupr reserves the right to use, disclose and otherwise process such Aggregated Data to improve its products and services, including for machine learning training and development of artificial intelligence modules, and other legitimate business purposes.

4. Third-Party Products and Content.

You agree that Coupr does not assume responsibility for any products, content, services, websites, advertisements, offers, or information that is provided by third parties and made available through the Services, nor does Coupr assume responsibility for your interactions with any third party (including a Merchant). You further agree that Coupr does not warrant or guarantee that any product information contained on the Services (including but not limited to product descriptions and pricing information) or any result returned from queries made through the Services, whether made using AI-powered generative experiences or otherwise, is accurate, complete, reliable, current, or error-free. All health and wellness information, nutritional content, and nutritional information is provided for informational purposes only and is not a substitute for the diagnosis, treatment and advice of a qualified health-care provider. Coupr does not warrant or guarantee that any such health, wellness, or nutritional information is accurate, complete, reliable, current, or error-free.

Coupr reserves the right to display advertisements for third parties before, after, or in conjunction with Content posted on the Services, and you acknowledge and agree that Coupr has no obligation to you in connection therewith (including, without limitation, any obligation to share revenue received by Coupr as a result of such advertising).

You understand that search results obtained from the Services may be powered by third-party generative AI experiences. You agree that Coupr does not warrant or guarantee that any Content (a) created through any AI powered generative experience may not be reliable or accurate or (b) does not infringe the rights of any third party in any subsequent use of the Content you may make. If you purchase, use, or access any products, content, services, advertisements, offers, or information (including in connection with your use of the Services) or you engage with any third party (including a Merchant) in reliance on such third-party AI experiences, you agree that you do so at your own risk and that Coupr will have no liability based on such purchase, use, access, or engagement. Any request for refunds, returns, or other concerns with products purchased at the Merchant's store should be directed to the Merchant. Notwithstanding the foregoing, Coupr reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including while the Services are in use).

5. Pricing, Deals, and Promotions.

Merchants provide the prices for items available for purchase at the Merchant's store (as displayed via the Services). You acknowledge that Merchants may update pricing in real time, which may not immediately be reflected on the Services and/or result in changes to prices on the Services during your shopping experience. You must alert a Merchant employee if there is any discrepancy between an in-store price and a price displayed through the Services.

You may have access to promotion codes, discounts, coupon codes, and offers ("**Deals**") that may provide a benefit to you when making a purchase at the Merchant's point of sale. Unless otherwise indicated, these Deals are offered by the Merchant, manufacturers or other third parties, not Coupr. While we work with Merchants to surface all in-store Deals, all such Deals may not be available through the Services. Deals are available for a limited time only and may be subject to certain restrictions and subject to related manufacturers' or retailers' terms. Deals are subject to change, cancellation, or expiration at any time, and to the terms and conditions of the relevant Deal offeror. If you do not purchase the qualifying items while the Deal is still in effect, the Deal's offer will not apply. Deals are only valid when applied to qualifying items displaying the offer and may not be combined with other promotional offers or mail-in rebates. Coupr is not a retailer or seller and is not responsible for the fulfillment of Deals unless otherwise indicated. You are responsible for, and you are required to pay any applicable tax or levy of any kind related to your use of the Deal and you acknowledge that Coupr has no obligation for payment of any such tax or levy

of any kind in conjunction with the distribution or use of such Deals. When Deals are redeemed, sales tax may be charged on the undiscounted original price of the product(s). If you return any of the products purchased with a Deal, the Deal discount or value will be subtracted from the return credit. Deals may not be sold, copied, modified, or transferred. Deals have no cash value and may be limited to one per User unless otherwise disclosed. Deals are only good while supplies last and are void where restricted or prohibited by law.

6. Transactions Involving Alcohol or Other Restricted Products.

You may have the option to purchase alcohol or other restricted products in some locations and from certain Merchants. You agree that you will comply with all applicable laws and not cause Coupr, the Merchant or any third party to contravene any applicable laws. If you purchase products at the Merchant's store that require personal identification, you agree to provide valid government-issued identification which may be scanned by the Merchant to prove your eligibility to purchase such products. If you purchase any age-restricted products, you agree that you are of legal age for purchasing, possessing, and/or consuming such age-restricted products. You also agree that the age-restricted products have not been purchased with the intent of reselling or providing them to someone who is not of legal age.

7. Services Provided As-Is and Release of Claims.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." COUPR DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, EXPRESS, LEGAL, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON INFRINGEMENT. IN ADDITION, COUPR MAKES NO REPRESENTATION, WARRANTY, CONDITIONS, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES, ANY SERVICES PROVIDED BY ANY THIRD PARTIES (INCLUDING MERCHANTS), OR GOODS PURCHASED FROM MERCHANTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. COUPR DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTIES, OR MERCHANTS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, ANY SERVICES PROVIDED BY THIRD PARTIES, OR ANY PRODUCTS SHOPPED FOR OR PURCHASED BY YOU, REMAINS SOLELY WITH YOU. THE SERVICES ARE SUBJECT TO PERIODIC CHANGES, WHICH MAY BE MADE AT ANY TIME AND WITHOUT NOTICE TO YOU.

COUPR DOES NOT GUARANTEE THAT THE SERVICES WILL OPERATE WITHOUT ERRORS OR THAT THE SERVICES ARE FREE OF COMPUTER

VIRUSES OR OTHER MALWARE. YOU AGREE THAT COUPR WILL NOT BE RESPONSIBLE FOR ANY ECONOMIC COSTS RELATING TO YOUR USE OF THE SERVICES.

COUPR IS NOT LIABLE FOR ANY DAMAGES, LOSSES, OR INJURIES ARISING FROM OR RELATED TO THE USE, MALFUNCTION, OR FAILURE OF ANY SCREENS. YOU ARE RESPONSIBLE FOR ENSURING THAT YOU ARE PAYING ATTENTION IN-STORE AT ALL TIME WHILE USING THE SCREENS AND THAT THE SCREENS ARE USED SAFELY AND IN ACCORDANCE WITH ANY PROVIDED INSTRUCTIONS. COUPR DISCLAIMS LIABILITY FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY CAUSED BY MISUSE, UNAUTHORIZED MODIFICATIONS OR FAILURE TO FOLLOW SAFETY GUIDELINES REGARDING THE USE OF SCREENS OR TROLLEYS.

YOU AGREE THAT NEITHER COUPR (NOR ANY OF ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, MERCHANTS, LICENSORS, OR SUPPLIERS) IS RESPONSIBLE FOR THE FITNESS OR CONDUCT OF ANY THIRD PARTY OR FOR ANY SERVICES PROVIDED BY ANY THIRD PARTY. NEITHER COUPR (NOR ANY OF ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, MERCHANTS, LICENSORS, OR SUPPLIERS) WILL BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH THE ACTS OR OMISSIONS OF ANY THIRD PARTY.

If you have a dispute with one or more third parties, you agree to release Coupr (including its parent company, subsidiaries and affiliates, and each of their respective officers, directors, employees, agents, shareholders, retail partners, licensors, and suppliers) from any claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes.

Furthermore, you expressly waive any rights you may have under California Civil Code Section 1542 (or analogous laws of other jurisdictions), which states: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her must, would have materially affected his or her settlement with the debtor or released party."

U.S. FEDERAL LAW AND SOME STATES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THE

DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

8. Limitation of Liability.

IN NO EVENT SHALL COUPR (INCLUDING ANY OF ITS PARENT COMPANY, SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, RETAIL PARTNERS, LICENSORS, AND SUPPLIERS) BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE SERVICES, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, OR THIS AGREEMENT, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF COUPR, OR ANY OF THEIR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

COUPR AND ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, RETAIL PARTNERS, LICENSORS, SUPPLIERS AND DISTRIBUTORS WILL NOT BE LIABLE FOR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES, ANY SERVICES PROVIDED BY THIRD PARTIES, OR ANY PRODUCTS SHOPPED FOR OR PURCHASED BY YOU FROM MERCHANTS FOR MORE THAN THE GREATER OF \$100 OR THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO COUPR IN CONNECTION WITH THE SERVICES DURING THE PAST TWELVE (12) MONTHS.

U.S. FEDERAL LAW AND SOME STATES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATION OF CERTAIN LIABILITIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THE EXCLUSIONS AND LIMITATIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9. Indemnification.

You agree to defend, indemnify and hold harmless Coupr and its parent company, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents, shareholders, and Merchants (each, an **"Indemnified Party"**) from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys' and experts' fees and expenses, that may be incurred by an

Indemnified Party arising out of, relating to or resulting from: (a) your unauthorized use of the Services or from any breach by you of this Agreement, including without limitation any actual or alleged violation of any law, rule or regulation; (b) any third party's unauthorized access or use of the Services or any goods in connection with your use of the Services, at your direction; (c) any dispute or issue between you and any third party, including without limitation any Merchant or their business invitees; or (d) your subsequent use of any Content created by AI powered generative experiences.

10. Arbitration Agreement.

a. **Arbitration of Disputes.** Subject to the terms of this agreement to arbitrate ("**Arbitration Agreement**"), you and Coupr agree that all disputes or claims between you and the Coupr that arise out of or relate in any way to your use of or access to the Services or to these Terms, including prior versions of these Terms, (each, a "**Dispute**") will be resolved by binding arbitration. By entering into this Arbitration Agreement, **ALL PARTIES ARE WAIVING THEIR RESPECTIVE RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY.** This Arbitration Agreement is intended to be broadly interpreted and includes, for example, Disputes brought under any legal theory or that arose before you first accepted any version of these Terms containing an arbitration provision. This Arbitration Agreement does not preclude any party from (1) bringing claims in small claims court if such claims qualify and remain in small claims court; or (2) seeking equitable relief in a court of appropriate jurisdiction for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

b. **Informal Dispute Resolution.** Before initiating any proceeding according to the terms of this Arbitration Agreement, as a condition precedent to doing so, you and Coupr agree to try to first resolve Disputes informally by contacting the other party in writing (the "**Notice of Dispute**"). If the Dispute is not resolved within 45 days after submission of the Notice of Dispute, you or Coupr may commence arbitration or, in the limited circumstances described in this subsection above, an alternative legal proceeding. Any applicable statute of limitations and any filing fee deadlines shall be tolled while the parties engage in this informal Dispute resolution process.

c. **Arbitration Procedures.** The interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings initiated hereunder shall be governed by the Federal Arbitration Act (the "**FAA**"), 9 U.S.C. § 1 *et seq.* The National Arbitration & Mediation ("**NAM**") will administer the arbitration in accordance with the NAM Comprehensive Dispute Resolution

Rules and Procedure (the “**NAM Rules**”) in effect at the time of arbitration, except as supplemented, where applicable, by the NAM Supplemental Rules for Mass Arbitration Filings (the “**NAM Mass Filing Rules**”) (both sets of rules are currently available at <https://www.namadr.com/resources/rules-fees-forms/>), and as modified by this Arbitration Agreement. All issues are for the arbitrator to decide, including issues related to the scope and enforceability of this Arbitration Agreement and the arbitrability of Disputes, except that only a court of competent jurisdiction may decide issues concerning the validity, enforceability, interpretation, and breach of subsection 10(h) below. The arbitration will be conducted in New York City, New York, unless the parties agree to another location or the Batch Arbitration process is triggered per subsection 10(g) below. The arbitrator shall issue a final, binding written award, which may be entered in any court having jurisdiction.

d. **Confidentiality.** To the fullest extent permitted by applicable law, all materials and documents exchanged during the arbitration will be kept confidential.

e. **Arbitration Fees.** The NAM Rules shall govern the payment of arbitration fees. The parties shall bear their own attorneys’ fees and costs unless the arbitrator finds that the Dispute was frivolous and/or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

f. **No Class or Representative Actions.** You and Coupr agree that, by entering into this Arbitration Agreement, **ALL PARTIES MAY EACH BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. If a final decision, not subject to any further appeal or recourse, determines that this Arbitration Agreement is invalid or unenforceable as to any particular claim or request for relief (such as a request for public injunctive relief) (each, a “**Request**”), you and Coupr agree that only that particular Request for relief shall be severed from the arbitration and may be litigated in the state or federal courts located in New York City, New York.

g. **Batch Arbitration.** Notwithstanding subsection 10(f) above, to increase the efficiency of administration and resolution of arbitrations, you and Coupr agree that, in the event there are ten (10) or more individual Requests of a substantially similar nature (*i.e.*, Requests that arise out of or relate to the

same or similar facts and raise the same or similar legal issues and requests for relief) filed against Coupr by or with the assistance of the same law firm, group of law firms, or organizations, within a ninety (90) day period, NAM shall (1) administer the arbitration demands in batches of 100 Requests per batch (or, if between ten (10) and ninety-nine (99) individual Requests are filed, a single batch of all those Requests, and, to the extent there are less than 100 Requests remaining after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**"). If there is any dispute about the applicability of these Batch Arbitration procedures, NAM shall appoint a single administrative arbitrator to determine the applicability of the Batch Arbitration process ("**Administrative Arbitrator**"). The Administrative Arbitrator's fees shall be paid by Coupr.

h. **30-Day Right to Opt Out.** You have the right to opt out of this Arbitration Agreement. If you do not wish to be bound by this Arbitration Agreement, you must send written notice to Coupr within thirty (30) days of first accepting any version of these Terms containing an Arbitration Agreement. You must send this notice to legal@coupr.io or 800 North State St., Suite 304, Dover, DE and must include: (1) your name and address; (2) the email address you used to set up your Account (if you have one); and (3) an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements you may currently have, or may enter in the future, with us.

i. **Changes to the Arbitration Agreement.** The parties agree that Coupr retains the right to make changes to this Arbitration Agreement in the future. You may reject any such change by notifying Coupr within thirty (30) days of that change at legal@coupr.io or 800 North State St., Suite 304, Dover, DE. Unless you reject the change within thirty (30) days, your continued use of the Services constitutes your acceptance of the change. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you did not previously properly opt out per the requirements in subsection 10(f) above. By rejecting a future change, you remain bound to arbitrate any Dispute in accordance with the terms of this Arbitration Agreement, as modified by any changes to the Arbitration Agreement you did not reject. Coupr will continue to honor any valid opt outs

to the Arbitration Agreement, and you do not need to submit a rejection of future changes to this Arbitration Agreement if you properly opted out per the requirements in subsection 10(f) above.

11. Termination.

You can stop using the Services at any time and without notice to us. Similarly, Coupr may terminate access to the Services to you or any other Users or stop offering all or part of the Services at any time without notice. In the event of termination, Sections 3 and 7-18 survive and continue to apply to you.

12. Controlling Law.

To the extent permitted by applicable law, this Agreement will be governed by the laws of the State of New York for residents of the United States, without respect to its conflicts of laws principles, except the Arbitration Agreement, which is governed by the laws outlined in Section 10 of this Agreement. To the extent permitted by applicable law, any claims arising out of or relating to this Agreement or use of the Services that are not subject to Section 10 (Arbitration Agreement) of this Agreement shall be brought exclusively in the federal or state courts of New York City, New York, and you and Coupr consent to the personal jurisdiction of those courts.

13. Entire Agreement & Severability.

This Agreement, subject to any amendments, modifications, or additional agreements you enter into with Coupr, shall constitute the entire agreement between you and Coupr with respect to the Services and any use of the Services. If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.

14. No Waiver.

Coupr's failure to monitor or enforce a provision of this Agreement does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or this Agreement as a whole.

15. Assignment.

You may not assign any of your rights, licenses, or obligations under this Agreement. Any such attempt at assignment by you shall be void. Coupr may assign its rights, licenses, and obligations under this Agreement without limitation.

16. Changes to this Agreement.

We may make changes to this Agreement from time to time. When Coupr does so, Coupr will post the most current version of this Agreement on Coupr's website and the Screens and indicate the date this Agreement were last updated. We recommend that you review Coupr's website from time to time for any updates. Changes to this Agreement will not apply retroactively. If you do not agree to the modified terms, you should discontinue your use of the Services.

17. Copyright and Trademark Policy.

Coupr respects the intellectual property rights of others and has implemented a copyright and trademark policy in accordance with the Digital Millennium Copyright Act and other relevant laws. Coupr will respond to valid notices of copyright or trademark infringement and reserves the right to terminate any Users, at Coupr's sole discretion and without notice, who infringe copyrights or other intellectual property rights.

If you believe any Content posted or made available on the Services constitutes infringement of your copyright rights, you may send a written notice of infringement to Coupr's designated Copyright Agent using the contact information listed below. In your notice, please specify the nature of the copyright infringement and include the following information: (a) an electronic or physical signature of the owner of the copyright in question or a person authorized to act on behalf of the owner of the copyright; (b) a description of the claimed infringing material as well as identification of the claimed infringing material, including the location of such material on the Services (e.g., the URL of the claimed infringing material if applicable or other means by which Coupr may locate the material); (c) complete contact information, including the name of the owner of the copyright and your name, title, address, telephone number, and email address; (d) a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (e) a statement, made under penalty of perjury, that the information provided in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner.

Coupr, Inc.

ATTN: Copyright Compliance Department

77 West 24th Street, 26G

New York, NY, 10010

copyright@coupr.io

If you believe any Content posted or made available on the Services constitutes infringement of your trademark rights, you may also send your notice to Coupr's designated Copyright Agent using the contact information listed above. Please include as much detail as possible so that we may respond to your notice in a timely manner, including but not limited to description(s) of your trademark(s), your trademark registration number(s), description(s) of the products allegedly using your trademark(s) without authorization, and the location of such allegedly infringing product(s).

18. Contact Information.

If you have any questions, or comments about this Agreement please contact Coupr at:

Coupr, Inc.
800 North State St., Suite 304
Dover, DE
legal@coupr.io

For customer service inquiries, please contact support@coupr.io or contact the Merchant from whom you purchased products. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 N. Market Blvd., Ste. N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.