



GRPVYN INC. - TERMS OF SERVICE

Last Updated: September 19, 2022

Grpvyn, Inc. (“grpvyn,” “we,” “us,” and/or “our”) provides users with the ability to earn grpvyn credit and rewards (collectively, “Credit” and “Rewards”) from various participating businesses through its website, <https://www.grpvyn.com> and the related mobile website (collectively, the “Site”) as well as our mobile application (the “App”) and/or software-as-a-service (the “Saas”) (collectively, the “Software”) (collectively, the “Service(s)” / “Platform”) subject to the following Terms of Service (as amended from time to time, the “Terms” or “User Terms”) and the Privacy Policy.

Grpvyn is not a restaurant or food preparation entity. The Businesses available on grpvyn operate independently of grpvyn. Merchants are required to comply with federal, state, and local laws, rules, regulations, and standards pertaining to the preparation, sale, and marketing of food, including, without limitation, food preparation and safety and menu disclosure. Grpvyn is not liable or responsible for Businesses’ food preparation or safety and does not verify their compliance with all applicable laws. In addition, Grpvyn does not guarantee the quality of what the Businesses’ sell, nor does it guarantee the services provided by them, including, without limitation, in those cases where they provide the delivery services or engage another third-party delivery service. Grpvyn does not independently verify, and is not liable for, representations made by Businesses regarding their food, including, without limitation, any menu- or Business-level descriptors, disclosures, photographs or images displayed through the Services reflecting the food prepared by the Businesses and/or delivered by any Third Party Delivery Provider. Grpvyn is not responsible for the accuracy of delivery times, fees, menu prices, menu items, menu sub items, allergies or dietary restrictions. By accessing the Services, you agree and acknowledge that Businesses are solely responsible for, and grpvyn shall not be liable or responsible for, the services provided to you by any Business or any subcontractor of any Business, nor shall grpvyn be responsible for any acts, omissions, errors or misrepresentations made by any Business or any subcontractor of any Business or Delivery Platform. Grpvyn is not legally or financially responsible for a user’s order.

Grpvyn is not a delivery company or a common carrier. By accessing the Services, you agree and acknowledge that grpvyn shall not be liable or responsible for, the delivery services provided to you by any Delivery Partner of a Business or any subcontractors of Delivery Providers, or any acts, omissions, errors or misrepresentations made by any Delivery Partner of a Business. grpvyn does not purport to have any working relationship with any online ordering platform, delivery service, online market place, restaurant or the like.

We reserve the right, at our sole discretion, to change or modify portions of these Terms at any time without further notice. If we change these Terms in a material way, we will provide appropriate notice to you, and, for any change, will indicate the date of revision at the top of this page. Your continued use of the Service after any such changes constitutes your acceptance of the



new Terms. If you do not agree to abide by these or any future Terms, please stop using and accessing the Service.

These Terms contain a mandatory arbitration provision that requires that disputes be resolved in individual arbitration or small claims court proceedings.

The Service

WHO THESE TERMS ARE FOR

We have two types of customers: (i) Businesses (or also referred as “Reward Providers”), and (ii) Users, who place orders through the grpvyn platform, can earn cash credit and rewards by placing an order through the grpvyn platform at any participating Business. These Terms apply to BOTH, Businesses and Users.

NOTWITHSTANDING THE FOREGOING, IF YOU ARE A BUSINESS THAT HAS A CONTRACTUAL RELATIONSHIP WITH GRPVYN, EITHER AS REWARDS PROVIDER OR BY ANY OTHER OF GRPVYN’S SERVICES, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE ADDITIONALLY SUBJECT TO OUR BUSINESS TERMS IN ORDER TO USE THE SERVICE. IF YOU DO NOT AGREE TO ABIDE BY THE BUSINESS TERMS, PLEASE STOP USING AND ACCESSING THE SERVICE. To the extent there is a conflict between these Terms and the Business Terms, the Business Terms will prevail.

MEMBER ACCOUNT, PASSWORD AND SECURITY

You are responsible for maintaining the confidentiality of your Account (as defined below), if any, and are fully responsible for any and all activities that occur under your account. You agree to (i) immediately notify grpvyn of any unauthorized use of your account or any other breach of security, and (ii) ensure that you log out of your account at the end of each session if it is not on your personal device. Grpvyn will not be liable for any loss or damage arising from your failure to comply with these requirements.

Account Creation. In order to use certain features of the Site, you may be required to register for an account (“Account”) and provide certain information about yourself as prompted by the account registration form. In the event you provide such information, you represent and warrant that: (a) all required registration information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions on the Site. grpvyn may suspend or terminate your Account in accordance with these Terms of Service.

Account Responsibilities. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify grpvyn of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. grpvyn cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.



Paid Services. grpvyn may offer products or services to be paid for on a recurring basis or on an as-used basis (collectively, "Paid Services"). grpvyn has the right to change, delete, discontinue or impose conditions on Paid Services or any feature or aspect of a Paid Service. Recurring Paid Services may subject you to recurring fees and/or terms. By signing up for a recurring Paid Service, including after any free trial period, you agree to pay us the subscription fee and any applicable taxes as set forth in your Account or as otherwise agreed in writing. By using an as-used Paid Service, you agree to pay the fees and any taxes incurred at the time of usage. If you link a debit or credit card to your Account, you authorize us to collect Paid Service fees by debit from your linked debit card or charge to your linked credit card.

MODIFICATIONS TO SERVICE

Grpvyn reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that grpvyn shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

ORDER PROCESSING

In addition, the following terms and conditions apply to all orders placed through grpvyn:

- Grpvyn reserves the right to decline orders for any reason that we see fit.
- Grpvyn is not responsible for the accuracy of delivery times, fees, menu prices, menu items, menu sub items, allergies or dietary restrictions.
- Grpvyn reserves the right to revoke a user's privileges to act or use any or all parts of the grpvyn platform.
- Grpvyn reserves the right to substitute, amend, cancel or create any order placed on the grpvyn platform.
- Grpvyn reserves the right to refund any transaction that it deems necessary at its own discretion within 45 business days when possible.
- Grpvyn reserves the right to charge a user credit card processing at a rate of at least 2.9% plus \$0.30 on any and all transactions it deems necessary.
- Grpvyn is not legally or financially responsible for ensuring that customer's order is correct nor are we obliged to reimburse a user for any and all errors that occur while using the grpvyn platform.

REWARDS / CREDIT

All Rewards and Credit made available to Customers in connection with the Service are promotional only. Such Rewards are made available directly by the relevant Business providing such Rewards ("Rewards Provider", and not grpvyn) and are redeemable solely for the applicable goods or services of the relevant Rewards Provider. The Rewards Provider, not grpvyn, is the



provider of the Rewards and such goods and services and is solely responsible for redeeming any Rewards you obtain. Grpvyn will have no liability if a Business / Rewards Provider refuses or fails to honor any Reward. In addition, the following terms and conditions also apply to all Rewards:

- Redemption frequency is determined by the Business.
- Use of Rewards relating to alcoholic beverages is at the sole discretion of the Business and is subject to compliance with applicable law.
- Users agree not to knowingly refer, recommend, or share business locations that offer alcoholic beverages to persons under the age of 21 (as applicable by state and federal laws).
- Rewards cannot be combined with any other rewards, offers, vouchers, third-party certificates, coupons, or promotions, unless otherwise specified by the Rewards Provider.
- Credit and Rewards cannot be used for taxes, tips or prior balances, unless permitted by the Rewards Provider.
- Reproduction or sale of any grpvyn Credit and Reward is prohibited.
- Any attempted Credit or Reward redemption not consistent with these Terms or any other restrictions imposed by the Rewards Provider or grpvyn (including any Reward-specific terms associated with a Reward) will render the Reward void.
- Rewards and Credit Redemptions are void to the extent prohibited by law.
- Rewards may be applied only to the applicable products or services sold by the Rewards Provider that are the subject of such Rewards.
- The Rewards Provider defines what he/she wants to offer as Reward, not grpvyn.
- Limit one (1) Reward per redemption. Only one Reward can be used per redemption unless otherwise specified by the Rewards Provider.
- Grpvyn owns all Credit stored on the platform including but not limited to cash saved from comparing apps, rewards, reimbursements, etc.
- Grpvyn reserves the right to allow a user's access to grpvyn credit to expire at any point in term without warning or need for justification.
- Grpvyn reserves the right to transfer its cash credit too, amongst and from any user it deems necessary.
- Grpvyn reserves the right to take out interest free loans on any stored cash value within the platform at its own discretion.
- Grpvyn reserves the right to allow users to redeem their rewards in part or in full. Grpvyn reserves the right to amend this policy at any moment in time and without warning or justification.
- Grpvyn reserves the right to pause a user's ability to use grpvyn's stored credit and rewards.



MOBILE SERVICES

The Service includes certain services that are available via a mobile device, including the ability to upload content to the Service and the ability to browse and otherwise access the Service or certain features thereof.

By using or accessing the Service, you expressly consent to receive such communications. Such notices may not be received if you violate this Agreement by accessing the Service in an unauthorized manner. You acknowledge and agree that you are deemed to have received any and all notices that would have been delivered had you accessed the Service in an authorized manner.

To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In the event you change or deactivate your mobile telephone number, you agree to promptly update your grpvyn account information.

LICENSE FOR SOFTWARE

Grpvyn grants you, subject to your compliance with these Terms, a limited, non-exclusive, non-transferable license to download and install a copy of the software. You may download the App and/or the SaaS on a single device (whether mobile or otherwise) to which you have exclusive control. We reserve all rights in and to the Software which are not expressly granted to you under these Terms. You acknowledge and agree that new or updated versions of the Software may include new or updated Terms. Because new or updated versions of the Software may include enhanced security or fixes to previous security-related problems, the failure to install the new version of the Software may expose you to security risks, including without limitation a breach of your personal information.

LICENSE FOR SITE

Subject to these Terms, grpvyn grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Site solely for your own personal, noncommercial use.

Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and



other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof.

Modification. grpvyn reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you. You agree that grpvyn will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof.

No Support or Maintenance. You acknowledge and agree that grpvyn will have no obligation to provide you with any support or maintenance in connection with the Site.

Ownership. Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content are owned by grpvyn or grpvyn's partners. Neither these Terms (nor your access to the Site) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth herein. grpvyn and its partners reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

PAYMENT TERMS AND OUR CREDIT POLICY

Certain features of the Platform, including, without limitation, the placing or receipt of orders, may require you to make certain payments, including commissions or other fees. When paid by you, these payments are final and non-refundable, unless otherwise determined by grpvyn. Grpvyn, in its sole discretion, may offer credits or refunds on a case-by-case basis including, by way of example, in the event of an error with your order or in the amounts you were charged.

You authorize grpvyn and its third-party payment processors to charge all sums for the purchases that you make on or through the Platform, as described in these Terms or published by grpvyn, including all applicable taxes, to the payment method specified in your account or provided at check-out. If you pay any fees with a credit card, grpvyn or its third-party payment processors may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase

In all events, you are required to provide another form of payment to submit an order, even if this payment method is not charged.

Grpvyn reserves the right to establish, remove, and/or revise prices, fees, taxes, and/or surcharges for any or all services or goods obtained through the use of the Services at any time, and further reserves the right to consolidate or otherwise incorporate fees and/or surcharges into the prices listed for Business' food and beverage items. You understand that the prices for menu items displayed through the Services may differ from the prices offered or published by Businesses for the same menu items, whether offered by the Business directly or on third-party websites.

For certain transactions, the subtotals shown at checkout are estimates that may be higher or lower than the total amount due. Regardless of the cause, grpvyn reserves the right to charge the



final price after checkout, including without limitation all applicable transaction taxes. grpvyn may also, in its sole discretion, make Rewards, Credits or other promotional offers with different features and different rates available to any or all of our users. Unless made available to you, these Rewards, Credits and promotional offers will have no bearing on your obligation to pay the amounts charged. For more information on these offers, please see the “Rewards and Credits” section.

The provider of Services is set forth herein. 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 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

CONDITIONS OF USE

User Conduct: You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (“content”), whether publicly posted or privately transmitted, are the sole responsibility of the person or business from which such content originated. This means that you, and not grpvyn, are entirely responsible for all content that you upload, post, email or otherwise transmit via the Service, and for all activities and events that you facilitate via the Service.

Commercial Use: Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or transmit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. The Service is for your personal or business use and may not be used for direct commercial endeavors.

Communications Through or About the Service: Any communication sent by you through, about, or otherwise related to the Service will comply with all relevant international, federal, state, and municipal laws, rules, and regulations (collectively, the “Laws”), including without limitation the CAN SPAM Act of 2003, the Telephone Consumer Protection Act of 1991 (TCPA), the U.S. Foreign Corrupt Practices Act, rules established by the Federal Communications Commission, as well as any other Laws relating to the recording and/or monitoring of telephone calls, text messages, or any other form of communication; as well as any Laws concerning the dissemination of unsolicited communications. You agree that grpvyn is in no way responsible for your compliance with these Laws, and you agree to defend, hold harmless, and indemnify grpvyn, in accordance with the sections below entitled “Limitation of Liability” and “Indemnity and Release” of these Terms, for any damages arising from your breach of this paragraph or your use of the Service or transmission of communications which violates any Laws.

Alcoholic Beverages Policy: Some jurisdictions permit the ordering and delivery of alcoholic beverages. In such jurisdictions, if you place an order that includes any alcoholic beverage, you



represent and warrant that you are at least 21 years of age. Upon delivery or pickup, as applicable, you shall present a government-issued identification card, evidencing your age, consistent with applicable legal requirements. The Delivery Provider may electronically scan the identification card of the individual receiving the order to confirm that the recipient is at least 21 years of age and the delivery may be completed. You also agree that any Delivery Provider may withhold delivery of the alcoholic beverages if you appear or the recipient of the delivery appears intoxicated when receiving delivery of such products. If you do not comply with these terms, you agree that the alcoholic beverage(s) will not be released to you, you may forfeit the cost of such beverages, and you may be responsible for restocking fees.

INTELLECTUAL PROPERTY RIGHTS

Service Content, Software and Trademarks: You acknowledge and agree that the Service may contain content (“Service Content”) that is protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by grpvyn, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service, if any. In connection with your use of the Service, you shall not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Site or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying or related to the Service is the property of grpvyn (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by grpvyn.

The grpvyn name and logo are trademarks and service marks of grpvyn (collectively the “grpvyn Trademarks”). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to grpvyn. Nothing in this Terms or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of grpvyn Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of grpvyn Trademarks will inure to our exclusive benefit.

Third Party Material:

The Site may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, “Third-Party Links & Ads”). Such Third-Party Links & Ads are not under the control of grpvyn, and grpvyn is not responsible for any Third-Party Links & Ads. grpvyn provides access to these Third-Party Links & Ads only as a convenience to you, and does



not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

Under no circumstances will grpbyn be liable in any way for any content posted by third parties (including Rewards Providers) or at the direction of users, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content posted, emailed or otherwise transmitted via the Service. You acknowledge that grpbyn does not pre-screen content, but that grpbyn and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service.

User Content Posted on the Site or the Service: You are solely responsible for the content and other materials you post on or through the Service or transmit to or share with other users or recipients, whether as an end user or otherwise (collectively, "User Content"), if any. You will not post any content that you did not create or that you do not own all right, title and interest in and to, including, without limitation, all copyright and rights of publicity contained therein.

grpbyn does not claim ownership of User Content. However, with respect to User Content, you hereby grant and will grant grpbyn a non-exclusive, worldwide, royalty free, fully paid, transferable, sub-licensable, perpetual, irrevocable license to copy, display, transmit, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Service ("Submissions"), provided by you to grpbyn are non-confidential and grpbyn shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Acceptable Use Policy. The following terms constitute our "Acceptable Use Policy":

(a) You agree not to use the Site to collect, upload, transmit, display, or distribute any User Content: (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to



minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

(b) In addition, you agree not to: (i) upload, transmit, or distribute to or through the Site any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Site unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Site to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Site (or to other computer systems or networks connected to or used together with the Site), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Site; or (vii) use software or automated agents or scripts to produce multiple accounts on the Site, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Site (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials).

Copyright Complaints: Grpvyn prohibits the submission or posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity.

Pursuant to Title 17, United States Code, Section 512(c)(2) or for any other claim of copyright infringement, you hereby agree that notifications of claimed copyright infringement be sent by certified mail to:

Grpvyn Inc.
PO 160237
1205 Atlantic Avenue
Brooklyn, New York, 11216

When contacting us, please make sure that you include the following information:

- a statement that you have identified content on grpvyn that infringes your copyright or the copyright of a third party on whose behalf you are entitled to act;
- a description of the copyright work(s) that you claim have been infringed;
- a description of the content that you claim is infringing and the grpvyn URL(s) where such content can be located;
- your full name, address and telephone number, a valid email address on which you can be contacted, and your grpvyn user name if you have one;



- a statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent, or the law; and
- a statement by you that the information in your notice is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

In addition, if you wish for your notice to be considered as a notice pursuant to the United States Digital Millennium Copyright Act 17 U.S.C. §512(c), please also include the following:

- with respect to your statement that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed, confirmation that such statement is made under penalty of perjury; and
- your electronic or physical signature (which may be a scanned copy).

Grpvyn will process any notice of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (DMCA) 17 U.S.C. 512(c)(3) or other applicable copyright law. U.S. law provides significant penalties for submitting such a statement falsely. Under appropriate circumstances, persons who repeatedly submit infringing or unlawful material will be prohibited from posting further submissions.

The foregoing process applies to copyright only. If you discover any content that you believe to be in violation of your trademark rights, please report this to us by mail or email at Grpvyn Inc., PO 160237, 1205 Atlantic Avenue, Brooklyn, New York, 11216 or hello@grpvyn.com. In all other cases, if you discover content that infringes any or violates any of your other rights, which you believe is defamatory, pornographic, obscene, racist or otherwise liable to cause widespread offence, or which constitutes impersonation, harassment, spam or otherwise violates these Terms or applicable law, please report this to us at hello@grpvyn.com.

REPEAT INFRINGER POLICY

In accordance with the DMCA and other applicable laws around the world, grpvyn has adopted a policy that it will promptly terminate without notice any user's access to the Service if that user is determined by grpvyn to be a "repeat infringer." A repeat infringer includes, without limitation, a user who has been notified by grpvyn of infringing activity violations more than twice and/or who has had any user-submitted content removed from the Service more than twice. grpvyn may also at our sole discretion limit access to the Service and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

In addition, grpvyn accommodates and does not interfere with standard technical measures used by intellectual property rights owners to protect their materials.

Please note that we do not offer refunds to users whose accounts are terminated as a result of repeated infringement of these Terms.

You may post reviews on the Service (the "Reviews"). Grpvyn reserves the right to remove any



Review that grpvyn determines, in its sole discretion, is inaccurate, defamatory, or otherwise objectionable. If you believe that a Review is objectionable, you may email us at hello@grpvyn.com to request that the Review be removed. Notwithstanding the foregoing, grpvyn is not obligated to remove any Reviews, and disclaims any liability arising from or relating to Reviews posted on the Service.

THIRD PARTY WEBSITES

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet (including Business / Rewards Provider) websites). Grpvyn has no control over such sites and resources and grpvyn is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that grpvyn shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties (including Rewards Providers) while using the Service are between you and the third party, and you agree that grpvyn is not liable for any loss or claim that you may have against any such third party.

TERMS FOR THE IOS APP

You acknowledge and agree that this Terms of Use is between you and grpvyn only, and that Apple is not a party to these Terms of Use. Grpvyn, not Apple, is responsible for the App and its contents.

You must not use the iOS App except on an Apple-branded product that is running iOS. Any use of the App by you must comply with the relevant terms of use for the Apple Source from which you obtained it (including, without limitation, the Usage Rules set forth in the Apple App Store Terms of Service). You acknowledge and agree that Apple does not have any obligation to furnish you with maintenance and/or support services with respect to the App.

You further acknowledge and agree that Apple is not responsible for addressing or resolving any claims by you or a third party relating to your use and/or possession of the App, including, but not limited to, warranty or liability claims, claims that the App fails to conform to a legal or regulatory requirements, consumer protection or similar claims, or claims that the App infringes the intellectual property rights of a third party (including, without limitation, trademark, copyright, and/or patent rights).

Any claims, losses, liabilities, damages, costs or expenses relating to a failure to conform to any warranty shall be grpvyn's responsibility, to the extent allowable by these Terms of Use. It is important that you read the entire Terms of Use, as other sections of these Terms of Use limit our liability.

Apple and its subsidiaries are third-party beneficiaries of these Terms of Use. By accepting these Terms of Use, you acknowledge and agree that Apple shall have the right (and will be deemed to



have accepted that right) to enforce the Terms of Use against you as a third party beneficiary. Apple is the sole third party beneficiary and there are no other third-party beneficiaries of the Terms.

INDEMNITY AND RELEASE

You agree to release, indemnify and hold grpvyn and its employees, directors and agents harmless from and against any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Site, your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another. grpvyn reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of grpvyn. grpvyn will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

DISCLAIMER OF WARRANTIES

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GRPVYN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

GRPVYN MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

LIMITATION OF LIABILITY



YOU EXPRESSLY UNDERSTAND AND AGREE THAT GRPVYN SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF GRPVYN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED, MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; (V) YOUR USE OF THE SERVICE IN A MANNER THAT VIOLATES THESE TERMS OF USE, GRPVYN'S PRIVACY POLICY, OR GRPVYN'S BUSINESS TERMS, OR ANY CONTRACT OR AGREEMENT WITH ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION SUCH THIRD PARTY'S TERMS OF USE, PRIVACY POLICY, OR OTHER SUCH SIMILAR POLICY) OR (VI) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT SHALL GRPVYN TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID GRPVYN IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

ARBITRATION AND CLASS WAIVER

Any dispute or claim relating in any way to your use of the Services, other than a court action to enjoin infringement or other misuse of intellectual property rights, ("Covered Disputes") will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms as a court would.

The arbitration will be conducted by JAMS under its rules, including the JAMS Comprehensive Arbitration Rules and the JAMS Consumer Minimum Standards. JAMS's rules are available at



www.jamsadr.com or by calling 1-800-352-5267. Payment of all filing, administration and arbitrator fees will be governed by the JAMS rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration **we each waive any right to a jury trial.**

This arbitration and class waiver agreement not only applies to Covered Disputes between you and grpvyn, but also to Covered Disputes between you and Reward Providers, other merchants who participate in grpvyn loyalty programs, or vendors who perform services for grpvyn.

RELIANCE ON INFORMATION POSTED

The information presented on or through the Service is made available solely for general information purposes. Grpvyn does not warrant the accuracy, completeness or usefulness of any such information. Any reliance you place on such information is strictly at your own risk. Grpvyn disclaims all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Service, or by anyone who may be informed of any of its contents.

This Service may include content provided by third parties, including materials provided by other users and third-party licensors, syndicators, content creators, aggregators and/or reporting services. All statements and/or opinions expressed in such materials, and all articles and responses to questions and/or other content, other than content provided by grpvyn, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of grpvyn, and grpvyn is not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

CHOICE OF LAW

Except as provided above in the Arbitration and Class Waiver section, these Terms will be governed by the laws of Delaware without regard to choice of law principles. This choice of law provision is only intended to specify the use of Delaware law to interpret this Agreement and does not create any other substantive right to assert claims under Delaware law whether by statute, common law, or otherwise.



TERMINATION

You agree that grpvyn, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service for any reason, including, without limitation, for lack of use or if grpvyn believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive or illegal activity may be grounds for termination of your use of Service and may be referred to appropriate law enforcement authorities. Grpvyn may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of these Terms may be effected without prior notice, and acknowledge and agree that grpvyn may immediately deactivate or delete your account and all of your related Rewards. Further, you agree that grpvyn shall not be liable to you or any third party for any termination of your access to the Service.

USER DISPUTES

You agree that you are solely responsible for your interactions with any other user, Rewards Provider or third party in connection with the Service (or any third-party service with which the Service is integrated), and grpvyn will have no liability or responsibility with respect thereto. Grpvyn reserves the right, but has no obligation, to become involved in any way with disputes between you and any Rewards Provider or other third party in connection with the Service (or any third-party service with which the Service is integrated). In addition, without limiting the foregoing, grpvyn will have no liability or responsibility for any acts or omissions of Rewards Providers with respect to their use of any of your information or your interactions with them.

GENERAL

These Terms and the Privacy Policy constitute the entire agreement between you and grpvyn and govern your use of the Service, superseding any prior agreements between you and grpvyn with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. These Terms shall be governed by the laws of the State of Delaware without regard to its conflict of law provisions. The failure of grpvyn to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The section titles in these Terms are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail.



The Service may also provide notices to you of changes to these Terms or other matters by displaying notices or links to notices generally on the Service. You agree that, except as otherwise expressly provided in this Terms, there shall be no third party beneficiaries to this Terms.

YOUR PRIVACY

At grpvyn, we respect the privacy of our users. For details please see our [Privacy Policy](#). By using the Service, you consent to our collection and use of personal data as outlined therein.

Please contact us with any questions regarding this agreement. Grpvyn is a trademark of grpvyn, Inc.

Grpvyn reserves all rights not expressly granted in these Terms.