

**SCINTILLA IN-STORE APPLICATION  
END USER LICENSE AGREEMENT**

**PLEASE READ CAREFULLY.** This agreement includes important provisions regarding your consent to share your device's geo-location to enable certain App features.

This Scintilla In-Store Application End User License Agreement ("EULA") is a legally binding agreement between you and Walmart Inc., ("Walmart" or "us") governing your use of the Scintilla In-Store Application as well as related software and services (collectively, the "App"). By downloading, installing, accessing, or using the App, you acknowledge that you have read, understood, and agree to be bound by this EULA. If you do not agree, do not download, install, access or use the App.

- 1. LICENSE GRANT & SCOPE.** Subject to your compliance with this EULA, we grant to you a revocable, non-exclusive, non-assignable, non-sublicensable, non-transferrable, limited license to download, install, and use one copy of the App. All rights not expressly granted to you under this EULA are reserved by Walmart and its licensors.
- 2. ELIGIBILITY.** You must be of the age of majority in your jurisdiction to use the App. By using the App, you represent and warrant that you meet these eligibility requirements and are not barred from using the App under applicable law.
- 3. GEOGRAPHIC LOCATION ACCESS.** The App requires access to your device's precise geo-location to enable store check-ins and verify your presence. By enabling location permissions on your device and using the check-in features, you consent to:
  - a. The collection of your device's precise location data at the time of check-in and, if you opt in, while the App is open or running in the background to support proximity-based functionality.
  - b. The use of your location data to verify check-ins, prevent fraud or spoofing, power in-store experiences, and improve App performance and user experience.
  - c. Sharing of your location data, in a form that reasonably relates to your check-in or store visit, with service providers, partners, and the relevant Walmart Suppliers as necessary to administer the check-in feature and related services.
  - d. When you access Walmart's wireless internet in the Stores, you will be bound by Walmart's Wi-Fi terms of use which may be modified from time to time by Walmart.

If you do not grant location permissions or revoke them, certain features—particularly store check-ins—may not function. You can manage location permissions through your device settings. For more information on how we collect, use, disclose, and retain your information, please review our Privacy Notice, which is incorporated by reference into this EULA.

- 4. PRIVACY NOTICE.** Your use of the App is subject to our Privacy Notice, located at <https://www.scintilla.com/privacyPolicy>, which explains our data practices, including with respect to location data, device identifiers, and analytics. By using the App, you acknowledge that you have reviewed and agree that your data be processed as described in the Privacy Notice. In the event of a conflict between this EULA and the Privacy Notice regarding data practices, the Privacy Notice will control with respect to data practices only.
- 5. USER ACCOUNTS & SECURITY.** You will be required to create an account to access the App. You must provide accurate, current, and complete information and maintain the security of your account credentials. You are responsible for all activity under your account. You must notify us immediately of unauthorized use of your account or any breach of security.
- 6. ACCEPTABLE USE.** You agree not to:
  - a. Access or use the App for any unlawful purpose or in violation of applicable laws, regulations, or third-party rights.
  - b. Interfere with or disrupt the operation of the App or servers, including introducing malware or using bots, scripts, or automated methods.
  - c. Attempt to bypass, reverse engineer, decompile, disassemble, or otherwise extract source code from the App.
  - d. Create, submit, or use false or spoofed location data or otherwise manipulate the App's location-based features.
  - e. Copy, modify, alter, translate, adapt, or create derivative works from the App or any content therein.
  - f. Rent, lease, lend, sell, sublicense, assign, distribute, publish transfer, or otherwise make the App available to any third party.
  - g. Use the App while driving or in situations where distraction could cause injury or property damage. The App is not intended for emergency or life-safety use and should not be relied upon for such purposes.
- 7. IN-APP COMMUNICATIONS & PUSH NOTIFICATIONS.** By enabling push notifications or otherwise providing contact information, you consent to receive in-app messages, push notifications, emails, or SMS related to your use of the App, including store check-ins and account alerts. You can manage preferences through device or App settings and as described in our Privacy Notice.
- 8. UPDATES & CHANGES.** We may provide updates, patches, or new versions of the App, which may be installed automatically or require your installation. Updates may modify or remove features and functionality. This EULA applies to any updates unless the update is accompanied by a separate license, in which case that license will control. We may modify or discontinue all or part of the App at any time without liability to you.
- 9. OWNERSHIP & INTELLECTUAL PROPERTY.** The App and all content, features, and functionality, including text, graphics, logos, trademarks, service marks, trade dress, software, and designs, are owned by Walmart or its licensors and are protected by intellectual property and other laws. No rights are granted to you except as expressly set forth in this EULA.

- 10. OPEN SOURCE & THIRD-PARTY COMPONENTS.** The App may include components subject to open source or third-party licenses. To the extent required by those licenses, the terms of such licenses will govern your use of those components, and we will make license terms available as required.
- 11. ACCOUNT TERMINATION.** We may suspend or terminate your account or access to the App at any time, with or without notice, if we believe you have violated this EULA or applicable law, or to protect the security, integrity, or operation of the App. Upon termination, you must stop all use of the App and destroy all copies in your possession.
- 12. PRODUCT TESTING.** From time to time, Walmart may provide early access to new, alpha, beta or pre-release App features and functionality, for you to provide feedback on and test or experiment with (such products and features being a “Test Product”). Your use of the Test Product is voluntary and subject to the terms contained herein. You agree to maintain the confidentiality of the Test Product and any associated materials or feedback. Walmart shall have a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify and otherwise exploit any feedback you provide without restriction. WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT THE TEST PRODUCTS MAY CONTAIN ERRORS AND ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. To the extent that this provision conflicts with any other agreement, this provision shall supersede with respect to App Test Products.
- 13. WARRANTY DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE APP IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF TITLE, WARRANTIES AGAINST INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. NO ORAL OR WRITTEN INFORMATION GIVEN BY WALMART, ITS AGENTS OR EMPLOYEES SHALL CREATE ANY ADDITIONAL WARRANTY. NO MODIFICATION OR ADDITIONAL WARRANTY IS AUTHORIZED UNLESS IT IS SET FORTH IN WRITING, REFERENCES THIS EULA, AND IS SIGNED BY WALMART. WE DO NOT WARRANT THAT THE APP WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, ACCURATE, OR FREE FROM DEFECTS. YOUR USE OF THE APP, INCLUDING LOCATION-BASED FEATURES, IS AT YOUR SOLE RISK.
- 14. LIMITATION OF LIABILITY.** To the maximum extent permitted by law, in no event will Walmart, its affiliates, licensors, or service providers be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, or for loss of profits, revenue, data, goodwill, or other intangible losses, arising out of or related to your use of or inability to use the App, even if advised of the possibility of such damages. Our aggregate liability for all claims relating to the App shall not exceed USD \$100. Some jurisdictions do not allow certain disclaimers or limitations of liability; in such jurisdictions, the foregoing limitations shall apply to the fullest extent permitted by law.
- 15. INDEMNIFICATION.** You will defend, indemnify, and hold harmless Walmart and its affiliates, officers, directors, employees, and agents from and against all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to: (a) your use or misuse of the App; (b) your violation of this EULA or applicable law; or (c) your infringement or misappropriation of any intellectual property or other right of any person or entity.
- 16. DISPUTE RESOLUTION.**
- a. *Information Resolution.* Before filing a claim, you agree to first contact us at email given in Section 19 (Notice). and attempt to resolve the dispute informally.
  - b. *Binding Arbitration.* If we cannot resolve the dispute within 30 days, you and Walmart agree to resolve any dispute, claim, or controversy arising out of or relating to this EULA or the App by binding arbitration administered by AAA under its applicable rules. The Federal Arbitration Act governs the interpretation and enforcement of this agreement to arbitrate. Arbitration will be conducted by a single arbitrator, in the English language, in Dallas, Texas, or remotely to the extent permitted by the rules. You may opt out of arbitration by sending written notice to the contact information given in Section 19 (Notice) within 30 days of first accepting this EULA; otherwise, you are bound by this arbitration provision.
  - c. *Class Action Waiver.* YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST WALMART ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.
  - d. *Governing Law.* This EULA is governed by the laws of the State of Texas, without regard to conflict of law principles. Subject to the arbitration provision above, the exclusive jurisdiction and venue for any action not subject to arbitration will be the state and federal courts located in Dallas, Texas, and you waive any objection to venue or personal jurisdiction in such courts.
- 17. ENTIRE AGREEMENT.** This EULA, together with the Privacy Policy and any additional terms expressly incorporated by reference, constitutes the entire agreement between you and Walmart regarding the App and supersedes all prior or contemporaneous understandings.
- 18. MODIFICATION.** This EULA may be modified, from time to time, by Walmart upon written notice provided to Customer (including by email or by “click-through” on the App). This EULA shall not be supplemented or modified by any course of performance, course of dealing or trade usage.
- 19. NOTICE.** All notices must be in writing and are deemed given either when delivered by hand or when received if sent by a nationally

recognized overnight courier. Notices can be sent to Walmart Legal, Mail Stop #0215, 1 Customer Drive, Bentonville, AR 72716-0215.