

## **Terms and Conditions For Use**

Please read these Terms and Conditions carefully before using the website at account.mycintas.com (the “Website”) and any Cintas customer account management, or ePayment services and software provided by Cintas or through the Website (collectively, the “Services”). By using the Website or engaging in the Services, you hereby agree to these Terms and Conditions and signify that you have read them fully. If you do not wish to abide by the Terms and Conditions for the Website and Services, please discontinue viewing, reading and using the Website and Services immediately. If you violate any of these Terms and Conditions, your permission to use the Website and Services automatically terminates. CINTAS CORPORATION, a Washington corporation (together with its affiliates, successor and assigns, “Cintas”), reserves the right to revise these Terms and Conditions at any time without notice, and by using the Website or Service subsequent to any revision of these Terms and Conditions, you agree to be bound by the most recent version of these Terms and Conditions. By using the Website or Services, you agree and consent to receive electronically all communications, agreements, documents, notices and disclosures regarding the Designated Account and your use of the Website and/or Services.

These Terms and Conditions contain terms and conditions that apply to your use of the Website and Services and are in addition to other agreement and disclosures that apply to your account(s). If, however, there is a conflict between these Terms and Conditions and the terms and conditions of any disclosures or agreements that specifically address the Website or Services, these Terms and Conditions will control in resolving those inconsistencies.

### **Definitions**

The following definitions apply in these Terms and Conditions:

- The words “we”, “our”, and “us” mean Cintas Corporation, its affiliates, successors, and assigns.
- The words “you” and “your” mean each account owner and anyone else with access to the account to perform the transactions or receive the services covered by these Terms and Conditions, which shall include both the individual with access to the account and the business entity/entities on behalf of which such individual has access to the account. If there is more than one account owner, then these words mean each account owner separately, and all account owners jointly.
- “Business Days” include Monday through Friday. The Federal Reserve Bank holidays are not included.
- “Designated Account” means the savings, checking or credit account held at a domestic (United States or Canada) financial institution and designated by you for use in conjunction with the Website and/or Services.

### **Grant of License**

Cintas hereby grants to you and you hereby accept from Cintas, a non-exclusive, nontransferrable, non-sublicenseable, revocable license and right to use and access the Website and Services, all on the terms and subject to the conditions set forth in these Terms and Conditions. The Services are licensed, not sold, to you for your use within the Website for your own internal business purposes. This license is non-exclusive and Cintas reserves all rights not expressly granted to you as licensee in these Terms and Conditions. This license may be not transferred.

### **Protecting Your Log-In Credentials**

In connection with the Website and your use of the Services, you have chosen a personal ID and password which allows you to access the Services (“Log-in Credentials”). You are responsible for keeping your Log-in Credentials confidential and you are responsible for ensuring that you have logged out when your online session is complete to prevent unauthorized persons from using the Website or Services.

You are solely responsible for protecting your Log-In Credentials; for granting access, via your Log-In Credentials to only authorized persons or entities; and for the actions of any person or entity using your Log-In Credentials. Any person or entity using your Log-In Credentials shall be conclusively deemed to have the authority to act on your behalf and we have no responsibility or duty to validate or verify the authority of any such persons or entities. If you give any other person or entity (i) access to your Log-in Credentials, (ii) access to the Website or Services, including not limited to, such access as may allow such person or entity to access the Website or Services through its own Log-in Credentials, or (iii) access to any device you use to access the Website or Services, you agree that each such person or entity will be acting as your “Agent” and will be bound by this Agreement (and any separate agreement governing your account). We are not responsible for managing your third party relationships and any arrangements between you and an Agent are strictly between you and the other party. We will rely and act on all instructions received using your Log-in Credentials or the Log-in Credentials of your Agent and we are not liable to you if your Agent exceeds the

scope authority granted. Any transaction performed by your Agent using your Log-in Credentials, or the Agent's own Log-in Credentials, even if not specifically intended by you, is considered a transaction authorized by you. Should you decide to revoke any access you have given to an Agent, you must contact us, in which case we may need to block online access to your account until we issue new Log-in Credentials.

You agree that any transaction that would otherwise require two or more signature will not apply to the Website or the Services.

#### Account Authority

You represent and warrant that you have full transactional authority (i.e. the ability to initiate credits, debits, and withdrawals) on the Designated Account and that the Designated Account has no restrictions limiting such authority (e.g., a fiduciary account where you are the agent or trustee, an account blocked by a court order, an account that is the subject of a garnishment order, etc.). You agree to indemnify and hold Cintas and its service providers harmless (including the payment of reasonable attorneys' fees) from any and all liability to third parties related to the stated authority of the Designated Account or any actions taken by Cintas pursuant to your instructions.

When you have entered and transmitted a transfer or payment instruction, you authorize us to reduce the Designated Account accordingly or, if the Designated Account is a credit card, to charge the Designated Account accordingly. If there are insufficient funds in the Designated Account to make the transfer or payments you have authorized, we may either refuse to make the transfer/payment or we may make the transfer/payment and thereby overdraw the Designated Account. In either event, you are responsible for any non-sufficient funds or overdraft charges that may be imposed. We reserve the right to refuse to honor transfer or payment instructions that reasonably appear to be fraudulent or erroneous. You are responsible for ensuring the accuracy of all payee information and we shall not have any liability based on erroneously entered payee information.

#### Authorization

You authorize us to withdraw, debit, or charge the funds from the Designated Account in order to complete all of your requested transfers and payments. When you use the Website or Services to make transfers from credit accounts, you agree that we may take any action required to obtain cash advances on your behalf, including charging your linked credit account without your signature.

#### Payment Delivery

When scheduling payments, you must select a payment date that is no later than the actual due date unless the due date falls on a non-business day. If the actual due date falls on a non-business day, you must select a payment date that is at least one (1) business day before the actual due date; payment instructions received on weekends or holidays will be considered received on the next business day. It is your responsibility to establish your payments in such a manner that your bills will be paid on time and you are responsible for any late payment or finance charges that may be imposed as a result of your failure to transmit payment instructions in accordance with these Terms and Conditions.

#### Copyrights, Trademarks and Other Intellectual Property Notices

The trademarks, logos, and service marks displayed in connection with the Website and Services including all text, graphics, arrangement, design, format, appearance and other material (the "Material"), are the registered and unregistered trademarks of Cintas, its licensors and/or service providers and protected under both United States and foreign laws. All rights are reserved. Under no circumstances may you use, copy, imitate, alter, modify or change these trademarks. Nothing contained on, in or otherwise connected with the Website or any Services should be construed as granting (by implication or otherwise) any license or right to use any trademark without the express written permission of Cintas, or the third party which has rights to such trademark, as applicable.

Unauthorized use of the Website, Services, or Material, including reproduction, copying, transmission, distribution, preparation of derivative works, public performance and public display, is prohibited by the Copyright Act of 1976, 17 U.S.C. § 101 et.seq. and other laws. Notwithstanding the foregoing, you, as a "viewer" or "user" of the Website, Service, or Material, are granted a non-exclusive, non-transferrable, non-sublicenseable, revocable license and right to use and access the Website, Service, and Material provided that (a) you limit your use of the Website, Service, or Material for personal, informational and/or internal business purposes only, and (b) you do not remove, alter, obscure or otherwise eliminate from hard-copy versions the applicable copyright and other notices. Without limiting the generality of the foregoing, you may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense,

or create derivative works from the Website, Service, and/or Material. You may not use any network monitoring or discovery software to determine the site architecture, or extract information about usage or users. You may not use any robot, spider, or other automatic or manual device or process to monitor or copy the Website, Services, and/or Material without Cintas's prior written permission.

All messages, suggestions, ideas, notes concepts, know-how, techniques, data, applications, mail and other information you may send to us through or regarding the Website or any Services shall be considered an uncompensated contribution of intellectual property to us and shall become our exclusive intellectual property. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now know or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

#### Export Control

You acknowledge that your use of the Website and the Services is subject to the United State government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of Services and any associate software. You agree that you will directly or indirectly use, export, re-export, or transfer any Services except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use the Services in any embargoed or sanctioned country such as Iran, North Korea, Sudan, and Syria.

#### Accessing Online Services From Outside the United States or Canada

The Website and Services described herein are only offered in jurisdictions where they may be legally offered. Not all Services are available in all countries and you understand that the Website and Services are intended for customers based in the United States and Canada only. You also understand that Cintas is based in the United States and that Cintas accepts only U.S. and Canadian currency.

We do not make any representations that any content or use of the Website or any Service is appropriate or available for use in locations outside of the United States and Canada, and accessing the Website or Services from territories where any content or use of the Website or any Service is illegal is prohibited. If you choose to access the Website or the Services from locations outside the United States or Canada, you do so at your own risk and you are responsible for compliance with local laws.

#### No Illegal Use

You may only use the Website and Services for lawful purposes. You agree not to use the Website or any Service to conduct any business or activity or solicit the performance of any activity prohibited by law or any contractual provision by which you are bound. You agree to comply with all applicable laws, rules and regulations in connection with the Website and Services. You certify that you are 18 years of age or older or otherwise able to lawfully enter into contracts under applicable law.

### Limitation of Liability

The Website, Services, and Material may contain inaccuracies and typographical or other errors. Cintas makes no representations about the accuracy, reliability, completeness, or timeliness of the Website, Services, and Material and about the results to be obtained from using the Website, Service, and Material. Use of the Website, Services, and Material and any information contained therein is at your own risk. The Website, Services, and Material may or may not be periodically updated or revised at any time. These Terms and Conditions of Use shall apply with equal force to any and all such updates or revisions.

CINTAS DOES NOT WARRANT THAT THE WEBSITE AND SERVICES WILL OPERATE ERROR-FREE OR THAT THE WEBSITE, THE SERVICES, AND THEIR SERVER ARE FREE OF COMPUTER VIRUSES AND OTHER HARMFUL GOODS OR COMPUTER CODE THAT MAY BE TRANSFERRED TO YOUR COMPUTER WHEN DOWNLOADED. IF YOUR USE OF THE WEBSITE, SERVICES, AND MATERIAL RESULTS IN THE NEED FOR SERVICING OR REPLACEMENT OF EQUIPMENT OR DATA, CINTAS IS NOT RESPONSIBLE FOR THOSE COSTS.

THE WEBSITE, SERVICES, AND MATERIAL ARE PROVIDED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTIES OF ANY KIND. CINTAS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED AND/OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. CINTAS MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE WEBSITE, SERVICES, AND MATERIAL, INCLUDING, BUT NOT LIMITED TO, THE CONTENT, SOFTWARE TEXT, GRAPHICS AND LINKS.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT CINTAS IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE WEBSITE, SERVICES, AND CONTENT, OR WITH ANY OF THESE TERMS AND CONDITIONS, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE WEBSITE AND SERVICES.

CINTAS MAKES NO WARRANTY THAT THE USE OF THE WEBSITE, SERVICES, OR MATERIAL OR CONTENTS OF THE WEBSITE, SERVICES, OR MATERIAL WILL NOT ALSO INFRINGE UPON THE RIGHTS OF THIRD PARTIES NEITHER OWNED BY NOR AFFILIATED WITH CINTAS.

You agree to indemnify, defend and hold Cintas and its affiliates, officers, directors, employees, consultants, agents, other service providers and licensors harmless from any and all third party claims, actions, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from (a) a third party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other materials submitted by you to or through the Website or any Service; (b) any fraud, manipulation or other breach of these Terms and Conditions by you, your employees or agents; (c) any third party claim, action or allegation brought against Cintas arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase or sale of any goods or services; (d) your violation of any law or rights of a third party; or (e) use of the Website or any Service(s) or use of your Designated Account by your employees, agents, or any third party. Cintas reserves the rights, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Cintas in asserting any available defenses. You will not settle any action or claims on Cintas's behalf without the prior written consent of Cintas.

### Disclaimer of Damages

YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL CINTAS, ITS OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS, AFFILIATES, SUBSIDIARIES, SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM (i) THE USE OR INABILITY TO USE THE WEBSITE, SERVICE, OR MATERIAL; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE, SERVICE, OR MATERIAL; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, DATA, HARD-DRIVE OR SERVER; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTIES ON THE WEBSITE, SERVICE, OR MATERIAL; OR ANY OTHER

MATTER RELATING TO THE WEBSITE, SERVICE, OR MATERIAL, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT CINTAS IS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages and accordingly some of the foregoing may not apply to you.

#### Linking to This Website

You may provide links to the Website and/or Service provided that: (i) you link only to the front page of the Website, <http://account.mycintas.com.com>; (ii) you do not remove, alter, obscure or in any way eliminate the copyright notice, or other notices on the Website or Service; and (iii) you discontinue providing a link to the Website and/or Service if instructed to do so by Cintas or one of its representatives.

#### Use of Images

Images of people or places displayed on the Website, Service, and Material are either the property of, or used with permission or under license by Cintas. The use of these images by you, or anyone else authorized by you, is prohibited. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

<sup>1</sup>NTD: To be included in the event that the Website or Services contain links to third party websites or have the potential to contain such links.

#### Miscellaneous

Cintas makes no claim that the Website, Services, or Material or content found on them is appropriate or may be legally viewed or downloaded outside of the United States or Canada. If you access the Website, Service, or Material from outside of the United States or Canada, you do so at your own risk and are responsible for compliance with the law of your jurisdiction. The laws of the State of Delaware shall govern the validity and interpretation of these Terms and Conditions and the performance by the parties of their respective duties and obligations under these Terms and Conditions, without regard to conflicts of laws principles. If any provision of these Terms and Conditions shall be determined to be unlawful, void, or for any reason unenforceable, then the applicable provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between you, the user of the Website, Service, and/or Material, and Cintas relating to the subject matter herein, and shall not be modified except in a writing signed by both parties. Notwithstanding anything in these Terms and Conditions to the contrary, Cintas, at its sole discretion and from time to time, shall have the right to update these Terms and Conditions by posting such updated Terms and Conditions to the Website. Your use of the Websites and/or the Services subsequent to such update shall constitute your acceptance and consent to be bound by such updated Terms and Conditions. These Terms and Conditions shall inure to the benefit of all successors and assigns of Cintas.

#### Disputes

Any dispute or claim relating in any way to your use of the Website, Service, and/or Material shall be resolved by final and binding arbitration, rather than in court. The Federal Arbitration Act and federal arbitration law apply to these Terms and Conditions. Such arbitration shall be conducted by the American Arbitration Association under its Rules of Arbitration. Without waiving the right to appeal such decision, should any portion of this Section be stricken from these Terms and Conditions or deemed otherwise invalid or unenforceable, then any dispute arising hereunder shall be litigated solely and exclusively in a court located in Hamilton County, Ohio, and the parties hereby waive objection to venue or jurisdiction of such courts. If for any reason a claim proceeds in court rather than in arbitration, you hereby waive any right to a jury trial.

By using the Website, Service, and/or Material, you agree that any dispute resolution proceedings shall be conducted on an individual basis and not in a class, consolidated or representative action. You agree that you will not have the right to consolidation or joinder of individual disputes on a class action basis, or to participate in a representative capacity or as a member of any class pertaining to any dispute or claim relating in any way to your use of the Website, Service, and/or Material. The validity, effect, and enforceability of the foregoing waiver of class action lawsuit, if challenged, are to be determined solely and exclusively by a court located in Hamilton County, Ohio.

#### Delay or Suspension of Service

Without limiting any other provision of these Terms and Conditions, if we or any service provider reasonably believes that your conduct in using the Website or any Service constitutes a “Threatening Condition” (including but not limited to, violation of these Terms of Service, violation of any applicable laws, rules, regulations or industry standards, or otherwise poses a threat to any system, equipment, process, intellectual property, or the reputation of us or any service provider, we or any such service provider may provide you with a notice to cease the Threatening Condition. If, in the reasonable and good faith determination of us or any service provider, the Threatening Condition poses an imminent or actual threat (including regulatory investigation, inquiry or penalty) to us or any service provider or its systems, equipment, processes, or intellectual property, you agree that we or any other service provider may suspend any and all use of the Website or any Service without notice.

#### Waiver

We may waive any term of provision of these Terms and Conditions at any time or from time to time. We will not be deemed to have waived any of our rights or remedies with regard to these Terms and Conditions, unless our waiver is in writing and signed by an authorized officer of Cintas. No delay or omission on our part in exercising any rights or remedies will operate as a waiver of those rights or remedies or any other rights or remedies. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

#### Term and Termination

We may terminate all or part of these Terms and Conditions and your use of the Website and any or all Services for any reason and at any time with or without prior notice as the law requires. You agree that you will immediately stop using the Website and Services upon our request.

You may voluntarily terminate your access to the Website and Services and withdraw your consent to these Terms and Conditions by notifying us in writing of your intent to do so. If you terminate your access and/or withdraw your consent to these Terms and Conditions, you will no longer have access to the Website or any of the Services.

#### Accessibility

If you are experiencing issues using the Website or Services due to a disability or impairment, please contact us at [Accessibility@cintas.com](mailto:Accessibility@cintas.com). We are committed to making the Website and Services accessible to individuals of all abilities, including those with special access needs such as the visually and hearing impaired, as well as those with limited dexterity and cognitive disabilities.

#### Privacy

To use the Website and Services, you must provide valid payment and billing information. We use best efforts to protect your personally-identifiable information and privacy. We may contact other companies for a variety of reasons, such as fulfilling orders, assisting with promotions and providing technical service for this Website or our other websites. These companies may have access to personal information if they need it to do their work. However, we will generally obligate these companies to use any personal information only for the purpose of performing their work. We reserve the right to use or disclose any information as needed to satisfy any law, regulation or legal request, to fulfill your needs, or to cooperate in any law enforcement or similar investigation. Finally, we may also share aggregated or anonymized information that does not directly identify you. Please review our Privacy Policy, available at [www.cintas.com/privacy/](http://www.cintas.com/privacy/), which also governs your use of the Website and Services, and which is explicitly incorporated into these Terms by reference.