

Last Updated: April 14, 2026

CULTURAL PASS

Mobile Application End User License Agreement

Welcome to the Cultural Pass App (the “App”) administered by the Fund for the Arts, Inc. (“FFTA” or “We”). If you want to download, install, and use the App, this End User License Agreement (or “Agreement”) and the Cultural Pass Privacy Policy found here <https://culturalpass.app> govern your access to and use of the App.

USE OF THE APP REQUIRES AND CONSTITUTES YOUR AGREEMENT TO THIS AGREEMENT. IF YOU DON’T WANT TO AGREE TO THESE TERMS, THEN DO NOT DOWNLOAD, INSTALL, OR USE THE APP AND DELETE IT FRO YOUR DEVICE. OTHERWISE, BY DOWNLOADING, INSTALLING, OR USING THE APP AND/OR BY CLICKING THE “I AGREE” BUTTON, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND THE PRIVACY POLICY.

1. General; Eligibility; Privacy Policy

- (a) General. This App is provided to help users discover arts, culture, and learning experiences throughout the city of Greater Louisville and to provide access to certain museums, theaters, science centers, and other similar institutions and venues (collectively our “**Cultural Pass Partners**”). A complete list of our Cultural Pass Partners can be found at <https://fundforthearts.org/culturalpass/> and such list may be updated from time to time.
- (b) Eligibility and Representations. Users of the App must satisfy the criteria set forth on the “Who Can Use the Cultural Pass” page of the App. You represent and warrant that you satisfy those criteria and will continue to satisfy those criteria through the term of this Agreement. Without limiting the foregoing:
 - (i) You represent that you are eligible for or have a card from one of the following libraries: Bullitt County Public Library, Charlestown Clark County Public Library, The Floyd County Library, Harrison County Public Library, Jeffersonville Township Public Library, and/or Louisville Free Public Library;
 - (ii) You represent that you are at least 13 years old;
 - (iii) You represent that you have the capacity to enter into and be bound by the terms of this Agreement;
 - (iv) You represent and warrant that all information you provide through the App and/or to FFTA is true, accurate, current, and complete;

- (v) You represent that you will not impersonate anyone else or use a false identity when using the App; and
- (vi) You represent that you will protect the confidentiality of your log-in credentials and password and will not share them with any third parties.
- (c) Privacy Policy. You acknowledge that the App will be linked to a family profile that includes your name, the names of other users of the App, and the names of the guardians in the family. You acknowledge that the digital or printed QR code from the family profile will be scanned when you check in at each event using the Cultural Pass or App. You acknowledge that when you download, install, and/or use the App, FFTA may use automatic means of collecting information about you and your Device (as defined below) about your use of the App. You may also be required to provide certain information about yourself as a condition to downloading, installing, or using the App or certain features of it. All information we collect through or in connection with the App is subject to the Privacy Policy. Please review our Cultural Pass Privacy Policy, which can be found here <https://culturalpass.app>, is incorporated herein, and is made part of this Agreement by this reference. By downloading, installing, using, and providing information to or through the App, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. The Cultural Pass Privacy Policy explains how your personal information is collected and used when you download, install, and use the App.

2. **Modification of App or Terms of Use**

- (a) Updates. FFTA may, at any time and in its sole discretion, modify, revise, update, or otherwise change the App, in whole or in part, without notice or liability to you. Such changes may include upgrades, bug fixes, patches, error corrections, and/or new features (collectively, including associated documentation, the “**Updates**”). Updates may also modify or delete certain features or functionality of the App. You acknowledge and agree that FFTA has no obligation to provide any Updates or continue to provide or enable any particular features or functionality. When your Device is connected to the internet either the App will automatically download and install all available Updates or you may receive notice of or be prompted to download and install available Updates, depending on your Device settings. You shall promptly download and install all Updates and acknowledge and agree that the App or parts of it might not operate properly if you fail to do this. You further agree that all Updates will be deemed part of the app and subject to all the terms and conditions of this Agreement.
- (b) Revisions to Agreement. FFTA reserves the right to modify this Agreement at any time at its sole discretion. If FFTA modifies this Agreement, FFTA will post the date of the latest revision at the top of this Agreement and will post the revised version on the App. The modified version of the Agreement will apply to all access and use of the App thereafter. By continuing to access and use the App

once the modified Agreement is posted, you indicate your assent and your Agreement to be bound by the Agreement as modified.

3. **Age Limits and Users under 13**

This App is not intended to be used by children under 13. By using and viewing the App, you are representing and warranting that (1) you are 13 years of age or older and (2) you have the capacity to agree to these terms.

4. **License; General Restrictions on Use**

(a) License. Subject to your compliance with each and every term of this Agreement, FFTA grants you a personal, limited, revocable, non-exclusive, nontransferable and non-sublicensable license during the term of this Agreement to download, install, and use a single copy of the object code version of the App for your own personal, non-commercial use on a single device owned and controlled by you (the “**Device**”) in accordance with the terms of this Agreement and the App’s documentation. No right in the App, the documentation or Our Content (as defined below) is granted by estoppel, implication, or otherwise.

(i) *Parameters on Use of Cultural Pass/App*. If you are age 13-21, you may use the App to receive free admission to a single event hosted by each Cultural Pass Partner each year and taking place at designated venues on designated dates and times. If you are under the age of 18, one of your guardians may attend each such event with you at no charge, even if they have attended events at that Cultural Pass Partner with other minors who are App users for whom they are guardians, as identified in the applicable family profile. If you are attending an event hosted by a Cultural Pass Partner with one or more other App users in your family profile, a maximum of two of your guardians identified in your family profile may accompany you. If you are both a user and a guardian of another user, then in addition to the single event per Cultural Pass Partner identified above, you may also attend a single event for the App user for whom you are a guardian if you are attending with that user. You shall only use the App for your individual personal use and you may only attend events as a user of the App or as a guardian of an App user. You may not use the App (or the Cultural Pass) for club use, group outings, or similar events. You acknowledge and agree that you must scan the digital or printed QR code from the family profile at each event you attend using the Cultural Pass or App. You acknowledge that special exhibits and concessions offered by a Cultural Pass Partner are not included in the Cultural Pass or App admission unless the Cultural Pass Partner states otherwise. You acknowledge and agree that each Cultural Pass Partner and venue at which a Cultural Pass Partner hosts an event reserves the right to deny entry or to exclude you, your guardian, or the user for whom you are a guardian if you fail to follow the applicable rules or venue restrictions. You agree to comply with the applicable rules and venue restrictions applicable to each

event you attend using the Cultural Pass and/or App. You acknowledge and agree that some of the experiences or events available through the Cultural Pass or the App address difficult or mature content and you will reach out to each Cultural Pass Partner directly to learn about the content and programming before deciding whether an event is right for you. You are solely responsible for deciding whether a particular event, experience, or programming is right for you and you will not hold FFTA or any Cultural Pass Partner responsible for the content of any experience, event, or program.

(b) Restrictions. Except as may be expressly permitted by applicable law or expressly authorized by the App, you shall not:

(i) engage in any illegal or unauthorized use of the App that violates federal, state, or local laws or regulations or the eligibility criteria associated with the App or the terms and conditions of this Agreement and you shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinance when using the App;

(ii) copy, reproduce, distribute, or publicly display the App, except as expressly permitted by this Agreement;

(iii) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not protectable, of the App;

(iv) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the App or any part thereof;

(v) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the App, including any parts thereof;

(vi) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the App, or any features or functionality of the App, to any third party for any reason, including by making the App available on a network where it is capable of being accessed by more than one device at any time;

(vii) use any robot, spider, or other automatic device, process, or means to access the App for any purpose, including monitoring or copying any of the material on the App;

(viii) use any manual process to monitor or copy any of the material on the App or for any other purpose not expressly authorized in this Agreement, without FFTA's prior written consent;

(ix) frame, mirror, or otherwise incorporate the App or any portion of the App as part of any other mobile application, website, or service;

(x) use the App in any manner that could disable, overburden, damage, or impair the App or interfere with any other party's use of the Application;

(xi) remove, disable, circumvent, or otherwise create or implement any workaround to any copyright protection, rights management, or security features in or protecting the App;

(xii) engage in any commercial use of the App, without FFTAs prior written consent

(xiii) use the App, its documentation, or any intellectual property rights belonging to FFTAs or its licensors to develop, design, create, license, or distribute any applications, accessories, or devices for use with the App, that compete with or are compatible with the App, that imitate the features, functionality, or expression of the App, or in any way to analyze the app for competitive reasons or any way that would disadvantage FFTAs;

(xiv) use the App or its documentation in any way or for any purpose except as expressly permitted in this Agreement and you shall not use the App in any way for which it was not designed or intended;

(xv) you shall not conduct or disclose any benchmark tests of the App.

- (c) Export Restrictions. This App may be subject to US export control law. You shall not, directly or indirectly, export, re-export, or release the App to or make the App accessible from any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the App available outside the US.

5. **Reservation of Rights; Intellectual Property Rights**

You acknowledge and agree that the App is licensed and not sold to you. You do not acquire any ownership interest in the App under this Agreement, or any other rights thereto other than to use the App in accordance with the terms of this Agreement. The App and the content contained therein are protected by copyright, trademark, patent and/or other intellectual property laws. Unless otherwise agreed in writing by FFTAs, the App and all text, photographs, videos, and other content appearing on the App, including but not limited to visual interfaces, data, interactive features, graphics, design, compilation, computer code, source code, object code, software, and all other elements and components of the App are owned by FFTAs or our Cultural Pass Partners (collectively "**Our Content**"). The names of brands, companies, or products featured or described in the App may be separately protected by trademarks owned and controlled by third parties. No license, right or interest in any trademarks or any other third party is granted under this Agreement. FFTAs and its licensors retain all right, title, and interest in and to the App and Our Content, including all copyrights, trademarks, and other intellectual property

rights arising out of or related to the foregoing. You acquire no rights in any of the foregoing by implication or estoppel.

Except as expressly set forth herein, no license is granted to you for any other purpose other than for the specific purpose outlined and agreed to in this Agreement. Nothing in this Agreement shall affect any of our rights nor the rights of our Cultural Pass Partners in the App and any associated intellectual property rights. Your use of the App does not grant you any right, title, interest or license to Our Content.

6. Geographic Restrictions.

The content and services provided via the App are based in the state of Kentucky in the United States and are provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the content and services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the content and services from outside the United States, you are responsible for compliance with local laws.

7. Third-Party Materials.

The App may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising (“**Third-Party Materials**”). You acknowledge and agree that FFTA is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. FFTA does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

8. Term and Termination.

- (a) The term of this Agreement commences when you download and/or install the App and will continue in effect until terminated by you or FFTA as set forth in this Section 8.
- (b) You may terminate this Agreement by deleting the App and all copies thereof from your Device.
- (c) FFTA may terminate this Agreement at any time without notice, including at any time FFTA ceases to support the App, which FFTA may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. Portions of this Agreement that entitle you to attend events hosted by Cultural Pass Partners shall terminate immediately without notice to you if the Cultural

Pass Partner terminates its agreement with FFTA or ceases to make that benefit available.

- (d) Upon termination, all rights granted to you under this Agreement will also terminate, and you must cease all use of the App and delete all copies of the App from your Device and account. Termination will not limit any of FFTA's rights or remedies at law or in equity.

9. **Disclaimer of Warranties**

THE APP IS PROVIDED "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OR REPRESENTATIONS OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, FFTA EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APP, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, FFTA PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APP WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

10. **Limitation of Liability.**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL FFTA, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, STRICT LIABILITY, OR OTHERWISE), ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE APP, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE APP OR ANY ITEMS OR SERVICES OBTAINED THROUGH THE APP OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, COMPUTER FAILURE OR MALFUNCTION, AND WHETHER SOUNDING IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, STRICT LIABILITY OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11. **Indemnification.**

You agree to indemnify, defend, and hold harmless FFTA and its officers, directors, employees, agents, representatives, affiliates, successors, and assigns from and against any and all losses,

damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees and disbursements of counsel, arising from or relating to your use or misuse of the App or your breach of this Agreement, including but not limited to the content you submit or make available through this App.

12. Severability.

If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Agreement will continue in full force and effect.

13. Waiver.

No waiver shall be implied by any conduct or course of dealing and no waiver by FFTA shall be effective unless in writing and signed by an authorized representative of FFTA. No waiver by FFTA of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of FFTA to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.

14. Governing Law, Jurisdiction and Venue.

All matters relating to the App and this Agreement, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law, provision, or rule (whether of the Commonwealth of Kentucky or any other jurisdiction). Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the App shall be instituted by you exclusively in the U.S. District Court for the Western District of Kentucky or the state courts of Jefferson County, Kentucky, although FFTA retains the right to bring any suit, action, or proceeding against you for breach of this Agreement in your state or county of residence. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

15. Limitation on Actions.

YOU MUST COMMENCE ANY CAUSE OF ACTION OR CLAIM AGAINST FFTA WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OR CLAIM ARISES, OTHERWISE YOU AGREE THAT YOUR CAUSE OF ACTION OR CLAIM SHALL BE BARRED.

16. Relationship.

Nothing in this Agreement or your use of the App shall create any partnership, joint venture, employment, attorney-client, or agency relationship between you and FFTA.

17. **No Assignment.**

This Agreement is binding on and benefits the parties and their permitted successors and assigns. You shall not assign or delegate any of your rights or obligations under this Agreement. Any purported assignment or delegation in violation of this Agreement is null and void. No assignment or delegation relieves you of any of your obligations under this Agreement.

18. **Remedies.**

Except as otherwise expressly stated in this Agreement, all remedies are cumulative and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other. You acknowledge and agree that the provisions of this Agreement are reasonable and necessary to protect the intellectual property rights, confidentiality, and other legitimate business interests of FFTA. If you were to breach this Agreement, FFTA would suffer irreparable harm. If you breach or threaten to breach any of the provisions of this Agreement, FFTA shall be entitled to seek injunctive relief, specific performance, and any other relief from any tribunal, without posting bond, in addition to such other remedies available to it at law or in equity.

19. **Entire Agreement.**

This Agreement, together with the Privacy Policy, and all terms and conditions of use that govern specific parts of the App, constitute the sole and entire agreement between you and FFTA with respect to the App and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the App.

20. **Contact Us**

Please send any notices, questions, comments, or concerns regarding the App to:
support@culturalpass.app