

TERMS OF USE

(Effective as of June 14, 2022)

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Your access to or use of the Site constitutes your acknowledgement and understanding of the conditions, disclaimers, and limitations of liability set forth herein. By accessing or using the Site, you agree, without limitation or qualification, to be bound by the terms and conditions of use set forth herein, as well as any and all applicable laws and regulations, and you agree that you are responsible for compliance with any and all such laws and regulations. If you do not agree with these terms, you should not access or use this Site.

You should also consult our [U.S. Privacy Notice](#) (the "Notice") with respect to information we collect and process in connection with the Site, which Notice is available on the Site and is incorporated herein by reference as if fully stated herein at length.

We reserve the right to withdraw or amend this Site, and any service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users. You are responsible for making all arrangements necessary for you to have access to the Site and ensuring that all persons who access the Site through your internet connection are aware of these Terms and comply with them. To access the Site or some of the resources it offers you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current and complete. You agree that all information you provide to register with this Site or otherwise, including, but not limited to, through the use of any interactive features on the Site, is governed by the Notice, and you consent to all actions we take with respect to your information consistent with the Notice.

If you choose, or are provided with, a user name, password or any other piece of information as part of any security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. Also, if applicable, you also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing the Site and/or your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

You must use the Site only for the purposes expressly set forth on the Site and in the Terms. Any other use of the Site is prohibited. More specifically, you must not: (a) access or use the Site for any purpose that is unlawful, that encourages conduct that would constitute a criminal offense or would give rise to civil liability, or that violates the legal rights of others; (b) access or use the Site for any purpose that is not expressly permitted by the Site or the Terms; (c) access or use the Site in any manner that could damage, disable, overburden, or impair any Cooperative computer system, server, or network; (d) access or use the Site in any manner that interferes with any other person's access or use of the Site; (e) attempt to gain unauthorized access to the Site, other accounts, or any Adams computer system, server, or network; (f) introduce or attempt to introduce viruses, trojans, worms, malware, or any other malicious computer code that interrupts, destroys or limits the functionality of any computer software, hardware or telecommunications equipment; (g) access or use materials or information through any means not intentionally made available by Adams, (h) to impersonate or attempt to impersonate Adams, an Adams employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing), or (i) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm Adams or users of the Site, or expose them to liability.

If you fail to abide by the Terms in any way, Adams may prohibit you from accessing or using the Site. No action or omission by Adams will be deemed to be a waiver of any right or remedy, in whole or in part, provided under the Terms or under applicable law.

The Site is not to be used by, nor is it intended for the Site to be used by, persons under the age of eighteen (18), except for the one exception stated herein this paragraph. If you are not at least 18 years of age or if you do not specifically and definitively meet the criteria and eligibility requirements for the one exception stated herein this paragraph, you must not access or use the Site. By accessing and using the Site, you represent and warrant that you are either at least 18 years of age or that you specifically and definitively meet the criteria and eligibility requirements of the one exception as stated herein this paragraph. The one exception and the only basis upon which a person younger than 18 years of age may use the Site is if you (all of the following need to apply): (a) are a student of an educational institution, (b) are less than 18 years of age, (c) have your parents' express permission to use the Site, and (d) are accessing and using the Site solely in relation to a student education program of the Cooperative, such as the Scholarship program or Youth Tour; provided, however, that this exception does not apply or relate to any use of the account management portal (SmartHub) of the Site, for which you must be 18 years of age or older and must be of legal age to form a binding contract, and access to which is otherwise unnecessary and not needed in relation to student education programs of the Cooperative.

Providing however, by using the account management portal of the Site, you represent and warrant that you are of legal age to form a binding contract with Adams and otherwise meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

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You agree to indemnify, defend, and hold harmless Adams, its subsidiaries, affiliates, and related companies, and their respective officers, directors, personnel, and representatives, against all claims, liabilities, demands, causes of action, damages, losses, and expenses (including but not limited to reasonable attorney's fees, and the costs and expenses of court and litigation) arising out of or in connection with any breach or violation of any of the Terms by you or anyone acting on your behalf.

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No waiver of by Adams of any term or condition set forth in these Terms 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 Adams to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms 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 Terms will continue in full force and effect.

The Terms and our Notice constitute the sole and entire agreement between you and Adams with respect to the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Site.

All notices of copyright infringement claims should be sent to: communications@adamsec.coop.

All other feedback, comments, requests for technical support and other communications relating to the Site should also be directed to: communications@adamsec.coop.

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