

## TERMS OF USE

(Effective as of June 14, 2022)

Adams Electric Cooperative, Inc. (the "Cooperative"), Adams Utility Services, Inc. ("AUSCO"), and Adams Energy Resources, LLC (collectively herein, "Adams", "our", "us", or "we") provide these Terms of Use (the "Terms") regarding features, content, and use of our website (the "Site"). The Terms may be modified periodically, and changes may be made at any time without notice and are effective when made. Adams will use reasonable efforts to ensure that a current and complete copy of the Terms is posted on the Site. Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Site so that you are aware of any changes, as they are binding on you. For a current and complete copy of the Terms, please contact Adams at [communications@adamsec.coop](mailto:communications@adamsec.coop) or 1-800-726-2324.

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.

The Terms are governed by the law of the Commonwealth of Pennsylvania without regard to its conflicts of law doctrine or principles. Access to and use of the Site are subject to all applicable laws. Any legal suit, action or proceeding arising out of, or related to, these Terms or the Site shall be instituted exclusively in, and are subject to the exclusive jurisdiction of, the United States Federal District Court for the Middle District of Pennsylvania or the Commonwealth of Pennsylvania Court of Common Pleas of Adams County, Pennsylvania, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms in your state and/or county of residence if we so choose. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

The owner of the Site is based in the Commonwealth of Pennsylvania in the United States. We provide this Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

The Site features registered and non-registered trademarks and copyright-protected content and materials that are protected by applicable copyright and trademark law, and no such trademarks or copyright protected material may be used without express permission. Such marks and content specifically include, but are not limited to: (a) the Adams Electric Cooperative, Inc. name and logo design, which may not be used without express permission from Adams; (b) the Adams Energy Resources, LLC name and logo design, which may not be used without express permission from the LLC; (c) the Touchstone Energy® name and logo design, which are federally registered trademarks and may not be used without permission; and (d) registered and non-registered trademarks and copyright-protected content and materials that Adams has permission to use, but which are owned or controlled by third-parties or by companies with which Adams has a corporate or business relationship, and such trademarks, content, and material, whether such be names, logos, or otherwise, may not be used without permission.

Adams grants permission to you to access the content and materials on the Site for personal, non-commercial transitory viewing only or, if you are an authorized representative of a business served by Adams, for such viewing on behalf of such business. This is the grant of a license, not a transfer of title, and under this license you may not: (i) modify or copy the materials; (ii) use the materials for any commercial purpose, or for any public display (commercial or non-commercial); (iii) remove any copyright or other proprietary notations from the materials; or (iv) transfer the materials to another person or "mirror" the materials on any other server. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Site in breach of these Terms, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted are

reserved by Adams. Any use of the Site not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

In preparation of the Site, we have strived to offer visitors current, accurate and clearly expressed information about Adams, its subsidiaries and affiliates, and its programs. However, inadvertent errors can occur. Please be aware that changes are made periodically to the Site and may be made at any time without notice. Adams does not warrant that any of the materials on the Site are accurate, complete, or current.

The Site, all of its contents, and any third-party content and links on the Site are provided "AS IS" and are provided without warranty of any kind. **REGARDING THE SITE, ALL OF ITS CONTENTS, AND ANY THIRD-PARTY CONTENT AND LINKS ON THE SITE, ADAMS HEREBY DISCLAIMS ALL WARRANTIES OF EVERY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO EXPRESS AND IMPLIED WARRANTIES, AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND FREEDOM FROM COMPUTER VIRUS OR OTHER INFIRMITY, CORRUPTION, LINE, OR SYSTEM FAILURE OR INTRUSION.** If you rely on any data or information found on or through the Site, you do so at your own risk. (If you live in a state which does not permit disclaimers of implied warranties, this part of our disclaimer may not apply to you.) This disclaimer of warranties is in addition to, and cumulative with, any other disclaimer of warranties issued by Adams and its subsidiaries, affiliates, and related companies.

Adams and its affiliates, subsidiaries, and related companies shall not be liable to any user of the Site or to any other party for any direct, indirect, special, consequential, economic, loss of profits, punitive, or any other type or manner of damages resulting from the use of the Site, any links, or any linked website, even if such damages were foreseeable, or even if you expressly advised us of the possibility of such damages, or even if we otherwise were for any other reason aware of the possibility of such damages.

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.

Hyperlinks to other websites are being provided solely as a convenience, and do not constitute endorsement or approval of, or affiliation with, these linked websites or the organizations that provide them, unless otherwise expressly noted. Adams is not responsible for the contents of any linked website. Use of any such linked website is at the user's own risk. This limitation of liability is in addition to, and cumulative with, any other limitations of liability terms, whether such appear on the Site or otherwise.

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](mailto: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](mailto:communications@adamsec.coop).

[End]