TERMS OF USE

(Effective as of November 5, 2026)

1. Terms and Conditions of Use of Site:

a. Adams Electric Cooperative, Inc., Adams Utility Services Company, Inc., and Adams Energy Resources, LLC (collectively herein, "**Adams**", "**our**", "**us**", or "**we**") provide these Terms of Use (the "**Terms**") governing your use of the information, content, features, tools, products, and any services on this website (the "**Site**"). By visiting or using this Site, you agree on behalf of yourself and any entity on whose behalf you may act, to accept, abide, and be bound by these Terms, as well as any and all applicable laws and regulations, for each use and each visit to the Site, and you further agree that you are responsible for compliance with any and all laws and regulations applicable to your use of the Site. If you do not agree to abide by these Terms, you must not access or use this Site.

2. Changes to Site:

a. We occasionally update these Terms based on changes to the Site and other factors. Adams has the right, in its sole discretion, to add to, remove, modify, update, or otherwise change any part of the Terms, in whole or in part, at any time and without notice or liability. Any such changes to the Site may include, without limitation: (i) changing the availability of, restricting access to, or imposing limits on any or all features or services on, or links to, the Site; (ii) adding, removing, or changing any Site-related services or any features thereof; and (iii) removing, adding, modifying, or otherwise changing a user account.

b. Any changes, modifications, updates, or otherwise made to the Terms go into effect once they are posted. 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 constitutes your acceptance of any changes made to these Terms. 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. These Terms apply exclusively to your use of the Site and do not alter the terms or conditions of any other agreement you may have with Adams. Adams reserves the right, in its sole discretion, to correct any errors or omissions in any portion of this Site at any time without notice but confirms it has no duty to do so.

3. Access to Site:

a. 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 Privacy Notice (as defined below), and you consent to all actions we take with respect to your information consistent with the Privacy Notice.

b. The Site is intended for use only by individuals who are at least eighteen (18) years of age, except as expressly provided below. If you are under eighteen (18) years of age, you may not access or use the Site unless you meet all of the following conditions: (i) you are a student enrolled in an educational institution; (ii) you have your parent's express written permission to use the Site; and (iii) your use of the Site is solely in connection with an Adams student education program (e.g., the Youth Tour). By accessing or using the Site, you represent and warrant that you either: (a) are at least eighteen (18) years of age; or (b) meet all of the above criteria for the limited exception. By accessing or using the SmartHub account management portal ("**SmartHub**"), you represent and warrant that you are of legal age to form a binding contract with Adams and meet all applicable eligibility requirements. If you do not meet these requirements, you must not access or use the Site.

4. **Registration and Password**:

   a. If you choose, or are provided with, a username, 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 username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. 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 username, 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.

5. **Permitted Uses**:

   a. You agree to only use the Site and any Site-related services for lawful purposes, and Adams (subject to the Terms herein) grants you a non-exclusive, non-transferable, non-sublicensable, limited right, to so use the Site and any Site-related services solely for your internal use.

6. **Prohibited Uses**:

   a. You must use the Site only for the purposes expressly set forth on the Site and in these Terms. Any other use of the Site is prohibited. More specifically, you represent and warrant that you will not, and that you will not allow others to, directly or indirectly: (i) 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; (ii) access or use the Site for any purpose that is not expressly permitted by the Site or these Terms; (iii) access or use the Site in any manner that could damage, disable, overburden, or impair any Adams computer system, server, or network; (iv) access or use the Site in any manner that interferes with any other person's or third party's access or use of the Site; (v) attempt to gain unauthorized access to the Site, other accounts, or any Adams computer system, server, or network; (vi) 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; (vii) access or use materials or information through any means not intentionally made available by Adams; (viii) 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 (ix) 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.

   b. In addition, you agree that you are solely responsible for actions or communications undertaken in the course of your usage of this Site and that you will comply with all laws that apply or may apply to your use of or activities on this Site. Adams will investigate occurrences which may involve violations of such laws, and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. Adams reserves the right at all times to disclose any information transmitted by your using the Site as necessary to satisfy any law, regulation, or governmental request.

   c. 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.

7. **Proprietary Rights**:

   a. This Site contains the proprietary information of Adams and its third-party licensors and 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 copied, distributed, modified, reproduced (in whole or in part), or otherwise used without the express written permission of Adams. Such marks and content specifically include, but are not limited to: (i) the Adams Electric Cooperative, Inc. name and logo design, which may not be used without express written permission from Adams; (ii) the Adams Energy Resources, LLC name and logo design, which may not be used without express written permission from Adams; (iii) the Touchstone Energy® name and logo

design, which are federally registered trademarks and may not be used without express written permission of the owner of such marks, content, and materials or otherwise as required by the owner; (iv) the "Willie Wiredhand"® name, design, and trademark, which are federally registered trademarks of the National Rural Electric Cooperative Association and may not be used without express written permission of the owner of such marks, content, and materials or otherwise as required by the owner; and (v) 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 express written permission of the respective owner of such marks, content, and materials or otherwise as required by the owner.

b. Adams grants permission to you to access the content and materials on the Site for personal, non-commercial transitory viewing only. 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.

8. <u>Smart Hub Portal</u>:

a. Our Site includes links to SmartHub, which allows members to access and manage certain electric service account features. While SmartHub contains branding and appearance consistent with Adams, the SmartHub website is a separate, independently owned, managed, and operated website. Using any link from our Site to SmartHub will cause you to leave our Site and be directed to that third-party platform. Adams does not operate, control, or maintain the SmartHub website and is not responsible for the content, availability, security, terms of use, privacy policies, or practices of SmartHub or any other Third-Party Site (as defined below). Your interactions with SmartHub, including any information you provide, upload, or access through that website, are governed exclusively by SmartHub's own terms, conditions, and privacy policies. We encourage you to review those policies carefully before using SmartHub. Adams disclaims any liability arising from your use of or reliance on SmartHub or any other Third-Party Sites linked from our Site.

9. <u>Links and Disclaimers of Linked Sites</u>:

a. Adams may provide hyperlinks to sites owned or operated by third parties ("**Third-Party Sites**") or permit a link from a Third-Party Site to this Site. Hyperlinks to Third-Party Sites are being provided solely as a convenience and do not imply or constitute endorsement, promotion, sponsorship, or approval of, or affiliation with, these Third-Party Sites or the organizations that provide them, unless otherwise expressly noted. Adams is not responsible for the contents, products, and/or services provided at these Third-Party Sites. Use of any such linked website is at the user's own risk. If you decide to access any Third-Party Site, you will leave this Site and will do so solely at your own risk, and you should be aware that Third-Party Sites are governed by their own terms and conditions. It is your responsibility to take all protective measures to guard against viruses and other destructive elements with respect to any Third-Party Site. Adams is not liable for any damages incurred as a result of clicking on a link to any Third-Party Site. Additionally, a Third-Party Site may contain its own privacy statement governing the collection and use of your information, and Adams is not responsible for viewing and abiding by the privacy statements and terms of use posted at any Third-Party Site. 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.

b. Adams is not responsible for the contents of any Third-Party Sites or any other pages not under Adams' express control. Adams makes no representation or warranty regarding, and does not endorse, any Third-Party Site, the information appearing thereon, or any products or services described.

c. Links to this Site may only be made with the prior, specific, and express written permission of Adams and only in a way that is fair and legal and does not damage our reputation or take advantage of it in any manner. Any such link to this Site must not be established in any way as to suggest any form of

association, approval, or endorsement from Adams where none exists. Any permission as herein required for a link to this Site and which is given by Adams may thereafter be rescinded by Adams at any time, in the sole discretion of Adams, and without any liability or penalty to Adams, and you must then remove any such link immediately upon Adams' demand. The website from which you are linking must comply in all respects with the applicable provisions of these Terms. By establishing a link to this Site, you will be deemed to have agreed to the following link conditions and any other linking provisions we may impose from time to time ("**Link Conditions**"):

i. If you link to this Site, Adams grants you a limited, non-exclusive, non-transferable, royalty-free license to use the Adams word mark (the "**Licensed Marks**") solely for the purpose of serving as a link from the applicable website to this Site. For greater certainty, except for the limited license to use the Licensed Marks granted in this paragraph, you may not use any of Adams' Marks for any reason without Adams' prior, specific, and express written permission.

ii. The linked website, and any other materials, shall not:

1. Change in any material way the nature and features of such website from that described in your written notice provided to Adams requesting the required permission from Adams to establish a link;

2. Create frames around any part of this Site or use other techniques that alter the visual presentation of this Site;

3. State or imply that Adams is endorsing you, or any other person or entity, or your or such other person's or entity's products or services, without the prior, specific, and express written consent of Adams

4. Misrepresent the relationship of you or any other person or entity with Adams or present false, misleading, or otherwise damaging information or impressions about Adams or any of its products or services;

5. Contain materials that may be interpreted as distasteful, harmful, offensive, or inaccurate, and shall be appropriate for all age groups; or

6. Incorporate the Site into another website or application.

d. Adams may at any time, in its sole discretion, immediately terminate any license to use the Licensed Marks and any right to link to this Site, with or without cause. If Adams exercises this right, you shall immediately remove all your links to this Site and shall cease using the Licensed Marks.

e. Adams may amend these Link Conditions at any time in its sole discretion. For greater certainty, you agree to abide by these Link Conditions, and you will check back for updates from time to time.

10. <u>Privacy Statement; Electronic Communication Consent</u>:

a. Any of your personal information which you provide, and Adams collects, via the Site is subject to our U.S. Privacy Notice (the "**Privacy Notice**"), which is an integral part of these Terms and is hereby incorporated by reference into these Terms. YOU HEREBY CONSENT TO ADAMS AND ITS REPRESENTATIVES COLLECTING, USING, AND DISCLOSING YOUR PERSONAL INFORMATION IN THE MANNER DESCRIBED IN THE PRIVACY NOTICE. We update the Privacy Notice from time to time, so you should check this regularly to see whether any changes have been made.

11. <u>Policy for Submitted Ideas:</u>

a. Adams maintains a policy not to accept any ideas from the public in order to avoid possible future confusion between such publicly submitted ideas and ideas of our own and also to avoid restriction of our own original research and development activities. Notwithstanding the foregoing request, if your ideas are brought to our attention, through this Site or by e-mail/postal mail etc., then you hereby grant to Adams a royalty-free, perpetual, non-exclusive, irrevocable, worldwide, right and license to use, adapt, reproduce, modify, disseminate, publicly display, incorporate into other works, or otherwise exploit all

content, remarks, suggestions, ideas, graphics, and any other ideas and information submitted through this Site ("**Submissions**"). Adams may use Submissions for any and all purposes including, but not limited to, advertising, promoting, and publicizing Adams and its businesses, products, services, or any promotion or offer presented by Adams in any and all media without incurring liability for royalties or other consideration of any kind. Any Submissions will be treated, unless made upon our request and as otherwise agreed upon in writing by us, upon the understanding that you agreed to the following terms:

i. Adams is under no obligation to handle Submissions as confidential information;

ii. Adams is under no obligation to study, evaluate, or adopt any Submissions;

iii. Adams may itself be developing and creating ideas identical or similar to any Submissions and even if we utilize such ideas in any of our products, or publish or announce information identical or similar in whole or in part to the Submissions, we shall neither be responsible nor liable for any compensation therefor.

12. Disclaimers:

a. 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.

b. You acknowledge that:

i. Adams makes no representation or warranty of any kind regarding the Site or any Site-related service, including without limitation as to the truthfulness, accuracy, reliability, currency, veracity, or completeness of any Site information or about the results to be obtained using the Site or any Site-related service;

ii. You will be solely responsible for any information you provide using the Site or SmartHub or otherwise provide to Adams, including without limitation, for its truthfulness and accuracy; and

iii. The Site, its features, and any Site-related service are provided on an "AS IS" basis, and any use of or reliance on the Site (including any information contained thereon) or any Site-related service shall be at your sole risk.

c. 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 MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND FREEDOM FROM COMPUTER VIRUS OR OTHER INFIRMITY, CORRUPTION, LINE, OR SYSTEM FAILURE OR INTRUSION.**

d. 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.

13. Indemnity:

a. 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: (i) your use of the Site, including but not limited to Submissions or any other Site content; (ii) anyone accessing the Site using your registration information, log-in, or password; and (iii) your

misrepresentation or any breach or violation of any of these Terms by you or anyone acting on your behalf.

14. Limitation of Liability:

a. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL ADAMS OR ANY OF ITS SUBSIDIARIES, AFFILIATES, OR RELATED COMPANIES HAVE ANY RESPONSIBILITY OR LIABILITY IN CONNECTION WITH THIS SITE FOR ANY LOSS OR DAMAGES WHATSOEVER, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR OTHER LEGAL BASIS, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR HARM TO BUSINESS, LOSS OF INFORMATION OR PROGRAMS OR DATA, LOSS OF PROFIT, LOSS OF SAVINGS, LOSS OF REVENUE, LOSS OF GOODWILL), ARISING FROM OR IN CONNECTION WITH THE USE OF OR ACCESS TO, OR ANY INCONVENIENCE, DELAY OR LOSS OF USE OF OR ACCESS TO, THIS SITE, ANY CONTENT, OR ANY LINKED WEBSITE, OR FAILURE OF SUCH WEBSITES (INCLUDING WITHOUT LIMITATION ANY DAMAGES SUFFERED AS A RESULT OF OMISSIONS OR INACCURACIES IN SUCH WEBSITES, MATERIALS OR CONTENT, OR THE TRANSMISSION OF CONFIDENTIAL OR SENSITIVE INFORMATION TO OR FROM SUCH WEBSITES) EVEN IF ADAMS OR ANY OF ITS SUBSIDIARIES, AFFILIATES, OR RELATED COMPANIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS OR IF SUCH DAMAGE OR LOSS WAS FORESEEABLE. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN ADAMS' AGGREGATE LIABILITY UNDER SUCH CIRCUMSTANCES WITH RESPECT TO LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS ($100).

b. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

15. Governing Law:

a. These 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.

b. 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. **YOU FURTHER AGREE THAT YOU WAIVE YOUR RIGHT TO SUE ADAMS IN COURT, INCLUDING TO A TRIAL BY JURY, OR TO PARTICIPATE IN A CLASS ACTION.** You and Adams agree that each may bring claims against the other only in your or our individual capacity, and not as a representative, part of a class, or consolidated action or proceeding. If a dispute is resolved through arbitration, the arbitrator may not consolidate another person's claim with your claims and may not otherwise preside over any form of a representative or class proceeding.

16. Infringement Notice:

a. If you believe in good faith that any Site content infringes upon your copyright rights, you may request that such content be removed, or that access to it be blocked. All such notices shall be sent to Adams at the email address in the "Contact Us" section below.

b. Please provide us with sufficient contact information so that we may contact you if necessary to address your notice. Any personal information you provide in the notice shall be used solely for the purpose of addressing your request for removal.

17. General:

a. No waiver 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.

b. No waiver of any provision herein shall be valid unless in writing and signed by an authorized representative of Adams. No changes to the Terms shall be made except by a revised posting on this page made expressly by Adams. The Terms shall inure to the benefit of Adams and its subsidiaries, affiliates, and related companies. Additional terms and conditions may apply when you use other services, affiliate services, third-party content, or third-party software on or through a link provided on the Site. Adams may assign its rights and duties under this Agreement to any party at any time without notice to you. You may not assign your rights and duties under this Agreement to any party at any time.

c. These Terms and our Privacy 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.

d. Certain areas of this Site may be subject to additional terms of use, all of which are incorporated by reference into the Terms. You agree that by using such areas of the Site, or any part thereof, you agree to be bound by the additional terms of use applicable to such areas.

18. Contact Us:

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