

# Aurora Cooperative Digital Products Terms of Use

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This page describes the terms and conditions that govern your use of certain digital products sponsored by Aurora Cooperative Elevator Company (“Aurora Cooperative” or “we,” “us,” or “our”), including the Aurora Cooperative website at [auroracoop.com](http://auroracoop.com) (the “Website”) and the Aurora Cooperative mobile application (the “Mobile App” and together with the Website, the “Digital Products”). Please review it carefully before you start using the Website or Mobile App.

Please also review the Aurora Cooperative Digital Products Privacy Policy <http://auroracoop.com/dpp.pdf>, which contains important information you should review before submitting any personally identifiable information via our Digital Products.

*Use of Aurora Cooperative’s YieldAdvantage platform is governed by a separate privacy policy and terms of service. The YieldAdvantage Privacy Policy and Terms of Use are available within the YieldAdvantage platform.*

- 1. Acceptance of Agreement.** This Terms of Use Agreement (“Agreement”) is entered into by you and Aurora Cooperative and governs your access to and use of the Digital Products, including the Website, the Mobile App and any of the features or downloads of these Digital Products (collectively, the “Services”). Please read the Agreement carefully before you start to use the Digital Products. By clicking to accept or agree to the Agreement, you agree to abide and be bound by this Agreement and the Aurora Cooperative Digital Products Privacy Policy <http://auroracoop.com/dpp.pdf>, as well as all applicable laws and regulations. If you do not agree with any of the terms set forth in this Agreement or the Aurora Cooperative Digital Products Privacy Policy, do not use our Digital Products or the Services.
- 2. Ownership.** The Digital Products, their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, as well as the design, selection, and arrangement thereof), and all other protectable material associated with the Digital Products are the property of Aurora Cooperative, its licensors, agents, or others, and are protected by applicable U.S. copyright, patent and trademark laws and international conventions. The trademarks, service marks and logos displayed on this platform are the registered or unregistered trademarks of Aurora Cooperative or others. The copying, redistribution, use, or publication by you of any part of this platform or material contained on this platform is prohibited except as allowed in Sections 3 and 4 below. The posting of material on this platform does not constitute a waiver of any right to or in such material.
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6. introduce any malware to the platforms, including viruses, bots, spyware, or any other computer code detrimental to the Digital Products or the Services, or to their users;
7. to send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards set forth in Section 5 below;
8. to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Digital Products or the Services, or which, as determined in our sole discretion, may harm Aurora Cooperative or the users of the Digital Products or expose them to liability; or
9. use the Digital Products in any way that violates any applicable federal, state, local, or international law or regulation.

Any use of the Digital Products or Services not expressly permitted by this Agreement is a breach of this Agreement and may violate copyright, trademark, and other laws. If you breach this Agreement, your right to use our Digital Products and the Services will cease immediately.

**4. User Contributions.** The Digital Products may contain message boards, chat rooms, forums, bulletin boards, and other interactive features (collectively referred to herein as “Interactive Services”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “post”) content or materials on or through the Digital Products (collectively referred to herein as “User Contributions”). All User Contributions must comply with this Agreement as well as the content standards set forth in Section 5 below.

Any User Contribution you post to our Digital Products will be considered non-confidential and non-proprietary. By providing any User Contribution on the Digital Products, you grant Aurora Cooperative its licensors, service providers, agents, or others the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material.

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***Monitoring, Enforcement, and Termination of User Contributions.*** Aurora Cooperative, in its sole discretion, has the right to:

- Remove or refuse to post any User Contributions for any reason;
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Digital Products;
- Terminate or suspend your access to all or part of the Digital Products or the Services for any reason; and
- Cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Digital Products.

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- Promote sexually explicit, violent, or discriminatory material;
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person or entity; or
- Violate the legal rights of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement and the Aurora Cooperative Digital Products Privacy Policy <http://auroracoop.com/dpp.pdf>.

**6. Logins and Passwords.** In the event you are assigned or create a login and/or password to access Services provided via the Digital Products, you are responsible for all use of such login and password, and must protect your login and password from unauthorized use. You acknowledge that your account is personal to you and agree not to provide any other person with access to the Digital Products or Services by using your login or password. If you believe your login or password have been compromised, contact Aurora Cooperative immediately, at 402-694-2106 or [auroracoop@auroracoop.com](mailto:auroracoop@auroracoop.com). We have the right to disable any login or password, at any time, if, in our sole discretion, you have violated any provision of this Agreement.

**7. License Termination.** Your license to use the Digital Products and Services shall automatically terminate if you violate any of the restrictions in this Agreement, and may

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- 10. Indemnification.** You agree to defend, indemnify, and hold harmless Aurora Cooperative its directors, officers, employees, licensors, and agents from and against all liability, loss, claims, damages, judgments, costs, expenses or fees, including reasonable attorney fees, related to your violation of this Agreement or use of the Digital Products, including the Website and Mobile App, the Services, or User Contributions.
- 11. Privacy Policy.** You agree to abide by the Aurora Cooperative Digital Products Privacy Policy <http://auroracoop.com/dpp.pdf>, which may be revised from time to time, which is made a part of this Agreement and is incorporated herein by this reference. By using the Digital Products or the Services, you consent to all actions taken by us with respect to your information in compliance with the Aurora Cooperative Digital Products Privacy Policy.
- 12. Governing Law.** This Agreement and its performance shall be governed by the laws of the state of Nebraska, without regard to its conflict of law provisions. You consent and agree to submit to the exclusive jurisdiction of the state and federal courts located in the state of Nebraska, concerning all claims, questions and controversies arising out of your use of the Digital Products and the Services and this Agreement and the Aurora Cooperative Digital Products Privacy Policy. Any claim brought against Aurora Cooperative relating in any manner to your use or inability to use the Digital Products and the Services must be brought within one year of the date the claim accrued. The prevailing party in any action, suit or judicial proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred.
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- 16. Severability.** This Agreement shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.
- 17. Headings.** The headings of this Agreement are included for convenience only and shall not be construed to affect the substantive provisions herein.
- 18. Modification to Digital Products Terms of Use Agreement.** Aurora Cooperative may revise this Agreement and its Aurora Cooperative Digital Products Privacy Policy at any time without notice. Such changes, modifications, additions, or deletions shall be effective immediately, and shall apply to you upon your next use of this Website and the Services after such update. By using any portion of the Digital Products or the Services, you are agreeing to be bound by the then-current version of this Agreement. Please review this Agreement periodically, since it may change from time to time. You are responsible to check this page so that you are aware of any changes, as they are binding on you.
- 19. Termination.** Aurora Cooperative may, at its sole discretion, terminate this Agreement and the Digital Products and/or the Services at any time. Such termination may be for cause or without cause.
- 20. Contact Information.** To ask questions or comment about this Agreement, contact us at: 402-694-2106 or [auroracoop@auroracoop.com](mailto:auroracoop@auroracoop.com).