

Privacy & Terms of Use
Aurora Cooperative Digital Products Privacy Policy
Last Modified: August 9, 2024

Aurora Cooperative Elevator Company (“Aurora Cooperative”) is committed to transparency and accountability in its privacy practices. This Privacy Policy applies to certain digital products sponsored by Aurora Cooperative, including www.auroracoop.com (the “Website”) and the Aurora Cooperative mobile application (the “Mobile App”). The Website and the Mobile App are collectively referred to as the “Digital Products”). The Digital Products allow you to access certain goods and services (“Services”) we offer. This Privacy Policy describes the information Aurora Cooperative collects, and how Aurora Cooperative uses the information collected, through its Digital Products.

Hosted by WP Engine.

The Website and Mobile App data are hosted by WP Engine (“Host”). This means that data you provide us or that we or our third-party service providers collect from you is hosted with Host on servers that Host owns or controls. Host may use such data for its business purposes, subject to its own privacy practices. For more information about Host’s privacy practices, please visit <https://wpengine.com/legal/privacy/>.

Use of the Aurora Cooperative Digital Products is governed by our [Digital Products Terms of Use](#). By accessing and using our Digital Products, you are accepting the practices set out in this Privacy Policy and in our Digital Products Terms of Use.

1. The Data We Collect and Store.

Aurora Cooperative (also referred to as “we,” “us,” or “our” in this Privacy Policy) collects the information you voluntarily provide when you use the Digital Products, including when you register an account or fill out forms on our Digital Products, or otherwise contact us via the Digital Products.

We collect the following:

Information Category	Description of Information Collected
<p>Personal Information</p> <p>When you become or register as a Member, we collect certain information from you.</p>	<ul style="list-style-type: none"> ● Name ● Username ● Email address ● Password ● Age ● Gender ● Location ● Phone number ● Address ● Any other information you provide us
<p>Third-Party Application Information</p> <p>We receive certain information when you engage with third-party applications or platform integrations.</p>	<ul style="list-style-type: none"> ● If you link our Digital Products with third-party applications or integrations, we receive your contact information, including your name and email address, and any additional information you authorize the third party to share with us (e.g., “sign-in with” functionality)
<p>Device Information</p>	<ul style="list-style-type: none"> ● Device ID

<p>We automatically receive and record certain information from your device when you use the Digital Products.</p>	<ul style="list-style-type: none"> ● Your device’s operating system, but not version
<p>Location Data</p> <p>We use your precise geo-location where you have given us permission to do so through your device-based settings.</p>	<ul style="list-style-type: none"> ● Your precise geo-location collected from your device
<p>Transactional Data</p> <p>When you buy goods or services from us via the Digital Products we collect information about the order as part of your transaction history.</p>	<ul style="list-style-type: none"> ● Purchase history
<p>Device Permissions</p> <p>We retain information regarding permissions you grant us.</p>	<ul style="list-style-type: none"> ● Camera and gallery applications ● Location information ● File system ● Contacts
<p>Photographs and Videos</p> <p>You may enable us to access your mobile device’s camera or gallery application to upload photographs or videos to us.</p>	<ul style="list-style-type: none"> ● Photos and videos you upload to us.

2. How We Use Your Information and Our Legal Basis.

When you access or use the Services or interact with us, we collect, use, share, and otherwise process your personal information for the purposes described in this policy. To the extent required by applicable law, we rely on a number of legal bases to use your information in these ways. If you reside outside the European Economic Area (“EEA”), Switzerland or the United Kingdom (“UK”) (together referred to as the “European Region”), the legal bases on which we rely may differ from those listed below.

Why and How We Use Your Information	Information Categories Used
<p><u>To create and maintain your account and provide our services</u></p> <p>We collect certain information in order to set up your account and to allow you to interact with the Digital Products.</p>	<ul style="list-style-type: none"> ● Personal Information ● Third-Party Application Information ● Device Information ● Location Data
<p><u>To promote the safety, security, and integrity of our Services</u></p>	<ul style="list-style-type: none"> ● Personal Information ● Device Information

<p>We use certain information to verify accounts and related activity, to find and address violations of our Terms of Use, investigate suspicious activity, detect, prevent and combat fraudulent or other unlawful behavior (including by automated means), and to maintain the integrity of our services.</p>	<ul style="list-style-type: none"> ● Location Data
<p><u>To communicate with you.</u></p> <p>We use certain information to send you administrative or account-related communications about our Services, including to verify your email address, welcome you to the Services, confirm a transaction, or notify you about an order, service availability, changes to the Services, or updates to this Policy, our Terms of Use, or other policies. You may not opt out of receiving service communications, such as emails or mobile notifications sent for legal, security, or other transactional purposes.</p>	<ul style="list-style-type: none"> ● Personal Information ● Transactional Data
<p><u>To provide customer support</u></p> <p>We use your information to respond to requests for support and to respond to other inquiries</p>	<ul style="list-style-type: none"> ● Personal Information ● Transactional Data
<p><u>To comply with legal and regulatory obligations</u></p> <p>We may use, preserve, or release your personal information to a third party to comply with our legal and regulatory obligations, including in response to lawful requests by public authorities and to meet legitimate national security or law enforcement requirements.</p> <p>For example, we may be required to collect, use or disclose your information in connection with:</p> <p>Civil, commercial, criminal or consumer protection matters or litigation: where we are in receipt of a court order to disclose information or receive regulatory inquiries.</p>	<ul style="list-style-type: none"> ● Personal Information ● Device Information ● Transactional Information ● Location Data

<p>Regulatory matters: to comply with our regulatory obligations. We may also be required to collect, use or disclose your information to comply with our obligations to engage with regulators.</p>	
<p><u>To keep our Services safe and secure</u></p> <p>We collect and store your information and, in some cases, apply automated processing and manual (i.e., human) review to maintain the security and integrity of our Services. This involves taking steps to detect, investigate and otherwise protect our community against spam, abuse, harassment, intellectual property infringement, crime, suspected fraud, harm, suspected violations of the Terms of Use and safety and security risks of all kinds.</p> <p>It is in our legitimate interests, and those of our Members, to ensure the security of our Services, to verify accounts and activity, to combat harmful or inappropriate conduct or content and to detect, prevent and address spam.</p> <p>It is in our legitimate interests, those of our Members and the general public to enforce our rules, <u>Terms of Use</u>, and associated policies, including to prevent or address fraud and other illegal activity.</p>	<ul style="list-style-type: none"> ● Personal Information ● Transactional Data ● Location Data
<p><u>To protect our legal rights</u></p> <p>We may also retain, preserve, or review your personal information to protect, establish, or exercise our legal rights or defend against impending or asserted legal claims, including to collect a debt or address violations of our <u>Terms of Use</u>.</p>	<ul style="list-style-type: none"> ● Personal Information ● Transactional Data ● Communication Data, subject to applicable law ● Location Data
<p><u>In the event of a business reorganization</u></p> <p>In some cases, we may choose to reorganize its business. In these types of transactions (such as a sale, merger, liquidation, receivership, reorganization, or transfer of all or substantially all of our assets), Member</p>	<ul style="list-style-type: none"> ● Personal Information

<p>information is typically one of the business assets that is transferred.</p> <p>Such transactions may be necessary and in our legitimate interests, particularly our interest in making decisions that enable our business to develop over the long term.</p>	
<p><u>To send you email marketing</u></p> <p>In certain countries (such as those in the EU), we may need your consent to send you email marketing messages. You will be given the opportunity to opt out of each marketing communication we send.</p>	<ul style="list-style-type: none"> ● Personal Information ● Device Information ● Transactional Data
<p><u>To collect your information through the device-based settings that you have enabled</u></p> <p>We rely on your consent to:</p> <ul style="list-style-type: none"> ● Collect your device-based Location Data ● Access your camera and/or photo gallery if you choose to share photos or videos on our services 	<ul style="list-style-type: none"> ● Location Data ● Device Permissions ● Photographs and Videos
<p><u>To preserve, review and share information to perform a task in the public interest</u></p> <p>In limited, fact-specific circumstances, we will access, preserve and share your information with regulators, law enforcement or others where necessary to perform a task in the public interest. For example, we might share information with others for the purposes of combatting unlawful or harmful behavior where it is in the public interest to do so and where the public interest is laid down by applicable law (including EU or Member State law, where required).</p>	<ul style="list-style-type: none"> ● Personal Information ● Transactional Data ● Location Data
<p><u>To preserve, review and share information with law enforcement and others</u></p> <p>We may preserve, review, and share information with law enforcement and others in circumstances where someone's vital interests require protection, such as in the case of emergencies. For example, we may need to</p>	<ul style="list-style-type: none"> ● Personal Information ● Transactional Data ● Location Data

share information to prevent loss of life or personal injury of a Member or other third party or to prevent crime or fraud.	
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3. Automated Data Collection and Online Tracking Information, and How It Is Used.

As is true of most websites and mobile applications, we or our third party service providers, including Host, may collect information from you over time using automated means such as cookies, beacons, or online data analytics tools. Users can control the use of cookies at the individual browser or device level, but certain features of the Website or Mobile App may not perform as expected if cookies are disabled. We or our third party service provider also may gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, MAC addresses, device IDs, device and browser type(s), referring/exit pages, operating system, date/time stamp, or clickstream data, and other information about the way you used the Digital Products. We may link this automatically collected data to other information you provide or we collect about you.

We use analytics tools to analyze trends, administer the Digital Products, track Users' movements around the Digital Products and on the Internet, and to gather demographic information about our user base as a whole. This information helps us to improve our Digital Products and to deliver a better and more personalized service. The third party analytics companies who collect information on our Digital Products may combine the information collected by and provided to Aurora Cooperative with other information they have independently collected elsewhere

Mobile App Opt-Out Rights. Opt-out of all Mobile App information collection by uninstalling the Aurora Cooperative Mobile App. You may use the standard uninstall processes as may be available as part of your mobile device or via the mobile application marketplace or network.

Aurora Cooperative does *not* honor "do not track" signals and will track, set cookies, and may serve advertisements even if a Do Not Track (DNT) browser mechanism is in place. For more information on "do not track" options, please see: <http://donottrack.us/>.

4. We Do Not Sell or Rent Your Information.

Aurora Cooperative does not sell or rent your personally identifiable information to anyone.

Aurora Cooperative, together with its subcontractors, service providers, and other authorized third parties we work with to support our business, use Users' personally identifiable information to solicit, service, and communicate with you or as otherwise disclosed in this Privacy Policy. The Host may also use collected information for its business purposes, subject to its privacy practices.

5. How we Transfer Your Information Between Countries.

By using the Services, you acknowledge that we will use your information in the United States and any other country where we operate. Please be aware that the privacy laws and standards in certain countries, including the rights of authorities to access your personal information, may differ from those that apply in the country in which you reside. To the extent that Aurora Cooperative is deemed to transfer personal information outside of the EEA, we rely separately, alternatively, and independently on the following legal bases to transfer your information:

Adequacy Decisions: Where available, we rely on decisions of the European Commission, known as “adequacy decisions,” recognizing that certain countries offer a level of protection of personal data that is essentially equivalent to the EEA.

Standard Contractual Clauses: Otherwise, we primarily rely on the European Commission’s Standard Contractual Clauses for the international and onward transfer of personal data outside of the EEA to third countries, including, for example, to the United States and India. This includes transfers from Aurora Cooperative to its Affiliates. You can request a copy of our Standard Contractual Clauses by contacting us through the contact options set out in this policy.

Necessary for the Operation of the Digital Products: You can choose whether or not to use the Digital Products.. As we may operate in countries worldwide and use technical infrastructure in the United States to deliver the Services to you, in accordance with the contract between us (our [Terms of Use](#)), we transfer your personal information to the United States and to other jurisdictions as necessary to provide the Digital Products. Simply put, we may not be able to provide you with the Services and perform our contract with you without moving your personal information outside of your home country.

6. How Long We Store Your Information.

We will retain your information only for as long as is necessary for the purposes set out in this Policy, for as long as your account is active, or as needed to comply with our legal obligations under national applicable law. We decide how long we need information on a case-by-case basis and depending on the retention laws applicable.

7. Your Rights and Choices.

Certain privacy laws around the world, including the European General Data Protection Regulation (GDPR), provide users with rights and choices related to their personal information. *Depending on where you reside*, you may have some or all of these legal rights:

- **Right to Access**: You can access certain personal information associated with your account by visiting your account privacy settings. You can request a copy of your personal information in an easily accessible format, as well as information explaining how that information is used.
- **Right to Portability**: You have the right to receive certain of your information which you provided in a structured, commonly used and machine-readable format and to transmit such information to another controller.
- **Right to Correction**: You have the right to request that we rectify any inaccurate information about you. By visiting your account settings, you can correct and change certain personal information associated with your account.
- **Right to Restrict Processing**: In certain cases where we process your information, you may also have the right to restrict or limit the ways in which we use your personal information.

- **Right to Deletion:** In certain circumstances, you have the right to request the deletion of your personal information, except information we are required to retain by law, regulation, or to protect the safety, security, rights, and integrity of our systems. Please note that closing your account may not free up your email address or username for reuse on a new account.
- **Right to Object:** If we process your information based on our legitimate interests as explained above, or in the public interest, you can object to this processing in certain circumstances. In such cases, we will cease processing your information unless we have compelling legitimate grounds to continue processing or where it is needed for legal reasons.
- **Right to Withdraw Consent:** Where we rely on consent, you can choose to withdraw your consent to our processing of your information using, for example, an email unsubscribe link or your account privacy preferences. If you have consented to share your precise device location details with us, you can revoke that consent through the settings on your mobile device. This is without prejudice to your right to generally permanently close your account and delete your personal information. Please be aware that withdrawing consent will not affect the lawfulness of processing based on consent before its withdrawal.
- **Right to File a Complaint:** If you are a resident in the EEA, Switzerland or the UK, you have the right to lodge a complaint about our practices with respect to your personal information with the supervisory authority of your country or state.

Please see the United States Regional Privacy Policy for information about privacy rights provided under certain US state laws. We reserve the right to decline any request that we are not bound by law to honor.

How to Exercise Your Rights and Choices. If you would like to manage, change, limit, or delete your personal information, you can do so via your account settings. Alternatively, you can exercise any of the rights above, subject to applicable law, through the contact options set out under **Contact Information** below. Once you contact us to exercise any of your rights, we will confirm receipt of your request. Limiting use of, or deleting, your personal information may impact features and uses that rely on that information.

Communication Choices. You can opt out of receiving marketing emails by using the unsubscribe link in our marketing emails or through your account settings. Certain communications from us are service-related or legally required and you will continue to receive them even if you opt out of marketing emails.

8. Disclaimer. Aurora Cooperative takes reasonable measures to safeguard and protect the information we process and maintain. Aurora Cooperative cannot guarantee that your information will not be compromised, and Aurora Cooperative expressly disclaims any liability for the loss or theft of information you provide us.

9. Payment Information. Credit card payments submitted through the Aurora Cooperative Digital Products are processed directly by our payments processor or Host's payments processor, as applicable. Aurora Cooperative does not collect, store, share or otherwise use any financial information, such as credit/debit card number, expiration date, or security code submitted through our Digital Products.

10. Links and Third Party Websites. The Digital Products may contain links to other, third-party websites. Please be aware that we are not responsible for the privacy practices or the content of such other websites. We encourage you to read the privacy statements of each and every website, application or platform they visit. This Privacy Policy applies solely to information collected by us through the Digital Products (not including YieldAdvantage) and does not apply to these third-party websites. The ability to access information of third parties from the Digital Products or links to other websites or locations is for your convenience and does not signify our endorsement of such third parties, their products, their services, other websites, locations or their content. Information you post on third-party websites, including but not limited to our Facebook, LinkedIn, or Twitter pages, is governed by the privacy policies applicable to those services, and may not be considered confidential or proprietary.

11. Children Should Not Provide Information to Aurora Cooperative. None of Aurora Cooperative's Digital Products are intended for use by children under the age of 13. No one under age 13 may provide any information to or on Aurora Cooperative's Digital Products. We do not knowingly collect personal information from children under 13. If you are under 13, DO NOT use or provide any information on our Digital Products, including our Website and Mobile App. If Aurora Cooperative becomes aware that personal information has been collected or received from a child under 13 without verification of parental consent, the information will be deleted from the Aurora Cooperative database. If you believe we might have any information received or collected from a child under 13 or about a child under 13, please contact us at: 402-694-2106 or auroracoop@auroracoop.com.

12. Your Consent. By accessing and using the Digital Products, you are consenting to our collection and use of User-provided and automatically collected information as set forth in this Privacy Policy. If you access or use the Aurora Cooperative Digital Products outside the United States, your information will be transferred to the United States, and processed and stored there under United States privacy standards. By using the Digital Products and providing information to us, you consent to such transfer to, and processing in, the United States.

13. Contact Information. To ask questions or exercise rights under this Digital Products Privacy Policy and applicable law, contact us at: 800-642-6795 or auroracoop@auroracoop.com.

The "Last Modified" date, above, indicates the most recent date that any material changes were made to this Privacy Policy. Aurora Cooperative may revise this Digital Products Privacy Policy at any time without prior notice. Such changes, modifications, additions, or deletions shall be effective immediately, will be posted to the applicable Digital Products, including the Website and Mobile App, and shall apply to you upon your next use of the Digital Products after such update. You are responsible to check for any changes to this Digital Products Privacy Policy.

Terms of Use

Last Modified August 14, 2024

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 (the “Website”) and the Aurora Cooperative mobile application (the “Mobile App”). We refer to the Website and Mobile App together as the “Digital Products,” and the goods and services you can access through either the “Services.” Please review these this page carefully before you start using the Website or Mobile App.

Please also review the [Aurora Cooperative Digital Products Privacy Policy](#), which contains important information you should review before submitting any personally identifiable information via our Digital Products.

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 accessing and using our Digital Products and Services you agree to abide and be bound by this Agreement and the [Aurora Cooperative Digital Products Privacy Policy](#), 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.

3. Limited Right to Use and Restrictions. The Digital Products and Services are made available for your individual, non-commercial use only, and no element of the Digital Products or the Services, nor any data obtained via the Website, Mobile App, or the Services (the “Materials”), may be resold or redistributed by you. You have a limited, nonexclusive license to use the Materials solely for your own individual use. This is not a transfer of title. Under this license you may not:

1. modify, copy, republish, distribute, assign, sublicense, or sell the Materials;
2. download or print any Materials from these platforms other than for your own individual use;
3. use the Materials for public display (commercial or noncommercial);
4. remove or alter any copyright, trademark, or other proprietary notations from the Materials;
5. transfer the Materials to another person or “mirror” the Materials on any other server;

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. 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.

By posting User Contributions you represent and warrant that you own or control all rights in and to your User Contributions and have a right to grant the license granted above to Aurora Cooperative its licensors, service providers, agents, or others and that all of your User Contributions do and will comply with this Agreement.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Aurora Cooperative, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. Aurora Cooperative is not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Digital Products.

Moderation 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.

5. Content Standards. The following content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limitation, User Contributions **must not**:

- Contain defamatory, obscene, indecent, abusive, offensive, harassing, violate, hateful, inflammatory or otherwise objectionable materials;
- 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](#).

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 800-642-6795 or 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. We may also terminate your license to use the Digital Products and Services at any time, for any reason. Upon termination of this license for any reason, you must destroy any downloaded Materials in your possession whether in electronic or printed format, and shall not make any further use of such Materials.

8. Disclaimer of Warranties. Aurora Cooperative does not guarantee the information on the Digital Products. Neither Aurora Cooperative nor any of its respective employees, agents, or owners warrant that the Digital Products or the Services, or information obtained through the Digital Products, including User Contribution, will be continuously available or error free, nor do they make any warranty as to the result that may be obtained from the use of the Digital Products or the Services, or User Contribution, or as to the accuracy, reliability, or content of any information or service therein. Some information on or linked to the Digital Products is supplied by parties other than Aurora Cooperative, and we disclaim any liability for errors arising from such third-party information, including without limitation User Contributions. You expressly agree that use of the Digital Products, including the Aurora Cooperative Website and Mobile App, the Services, and User Contribution, is at your sole risk. THE SERVICES, INFORMATION AND MATERIALS PROVIDED TO YOU FROM OR THROUGH THE DIGITAL PRODUCTS ARE PROVIDED “AS IS.” AURORA COOPERATIVE, ITS AFFILIATES, AGENTS, AND LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY DISCLAIM ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY OR

OTHER RIGHTS WITH RESPECT TO THIS PLATFORM. FURTHER, AURORA COOPERATIVE, ITS AFFILIATES, AGENTS AND LICENSORS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS CONCERNING THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, LIKELY RESULTS OR RELIABILITY OF ANY OF THE MATERIAL ON THE DIGITAL PRODUCTS (OR ANY INFORMATION, GOODS OR SERVICES THAT ARE REFERRED TO, ADVERTISED ON, OR MADE AVAILABLE THROUGH THE DIGITAL PRODUCTS, OR ANY PLATFORM LINKED TO THE DIGITAL PRODUCTS, INCLUDING USER CONTRIBUTION), NOR DO THEY GUARANTEE THAT THE DIGITAL PRODUCTS (OR ANY PLATFORM LINKED TO A DIGITAL PRODUCT) OR USER CONTRIBUTION WILL BE ERROR FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE DIGITAL PRODUCTS (OR ANY PLATFORM LINKED TO A DIGITAL PRODUCT) OR USER CONTRIBUTION WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

9. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL AURORA COOPERATIVE, ITS AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES ARISING OUT OF THE SERVICES OR THE USE OR INABILITY TO USE THE DIGITAL PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR OTHER DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA) EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE LIABILITY OF AURORA COOPERATIVE AND ITS AFFILIATES, AGENTS AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY ARISING OUT OF OR OTHERWISE RELATED TO THE USE OR INABILITY TO USE THE DIGITAL PRODUCTS OR THE SERVICES, OR USER CONTRIBUTION, SHALL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00). BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU. This disclaimer of liability applies to any damages or injury caused by any reason, including but not limited to failure of performance, error, omission, interruption, deletion, defect, delay, computer virus, communication line failure, theft, destruction, or unauthorized access.

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](#), 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.

13. Nontransferable. You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder. Any login or password assigned to you to obtain information on the Digital Products or to use the Services is not transferable.

14. Changes to Digital Products. Aurora Cooperative may make changes to the Materials contained on the Digital Products at any time without notice. Aurora Cooperative does not, however, make any commitment to update the Materials.

15. User Contribution, Interactive Services, and Links. Aurora Cooperative is not responsible for the content of any website, platform, or application linked to the Digital Products or to which the Digital Products link, including without limitation any User Contribution or Interactive Services. The inclusion of any User Contribution, Interactive Service, or link on the Digital Products does not imply endorsement by Aurora Cooperative. If the Digital Products contain links to other sites and resources provided by third parties, including without limitation any User Contribution or Interactive Services, these links are provided for your convenience only. Nor are User Contributions, Interactive Services or links intended to state or imply that Aurora Cooperative sponsors, is affiliated with, or is legally authorized to use any trade name, trademark, or copyrighted symbol that may be reflected in such links. Use of any such User Contribution, Interactive Service, linked website, platform, or application is at your own risk and subject to the terms and conditions of use for such websites.

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: 800-642-6795 or auroracoop@auroracoop.com.