

AGDC Now Site Terms of Use

July 1, 2024

AGDC Now is operated by Altria Group Distribution Company (AGDC) on behalf itself and Philip Morris USA Inc., U.S. Smokeless Tobacco Company, John Middleton, Helix Innovations, Philip Morris Duty Free, and NJOY (collectively, the AGDC Affiliates or its Affiliates). This Terms of Use Agreement is made by and between you (“**you**”, “**your**”, or “**user**”) and AGDC as the operator of the AGDC Now website (collectively, the “**Site**”).

YOUR USE OF THE SITE IS CONDITIONED UPON YOUR ACCEPTANCE OF AND COMPLIANCE WITH THE FOLLOWING TERMS AND CONDITIONS (COLLECTIVELY, THE “**TERMS**”), WHICH ARE HEREBY INCORPORATED BY REFERENCE:

- This Terms of Use Agreement (“**Agreement**”);
- Our Privacy Policy;
- All other terms and conditions set forth on the Site or in any agreement between you and AGDC or otherwise communicated to you by us governing your use of the Site;
- Your continued participation and good standing in AGDC Affiliates’ Promotions and, if applicable, your participation in one or more AGDC Affiliates’ retail and/or wholesale trade programs; and
- All applicable AGDC Affiliates’ trade policies, as such policies may be issued or modified from time to time.

By accessing or otherwise using the Site, you acknowledge that you have read, understood, and agree to be bound by and comply with the Terms. If you do not accept these Terms, you are not permitted to access or use the Site.

We may update or change the Terms from time to time, at our sole discretion, with or without notice to you. We may also update, modify or replace the Site, and we reserve the right to discontinue or restrict access to the Site. Your continued use of any part of the Site constitutes acceptance of such change. Although we may endeavor to notify you when major changes are made to the Terms, you should periodically review the most up-to-date version prior to using the Site. If you do not agree to any modifications of these Terms, you must not continue to use the Site.

Purpose of this Site

The purpose of this Site (the “Purpose”) is to provide retailers with certain information applicable to retailers’ participation in one or more AGDC Affiliates’ trade programs, to include, but not be limited to, the following:

- Notices and offers;
- The ability to conduct certain transactions with respect to AGDC and/or AGDC Affiliates’ Programs, Promotions or products;
- Information about AGDC programs and initiatives and/or AGDC Affiliates’ products, programs and initiatives;
- Resources/tools to assist in executing AGDC and/or AGDC Affiliates’ Programs, Promotions, or Initiatives; and
- Materials regarding best practices in responsible retailing.

This Site is being made available exclusively for the use of retailers. The site is not operated for advertising or marketing purposes.

Use and Restrictions

Subject to the terms and conditions of this Agreement, AGDC hereby grants to you the non-transferable, non-sublicensable, nonexclusive, royalty-free, limited license to access and use the Site exclusively for the Purpose, without any right to re-license, sublicense, distribute, assign or transfer such rights.

You may display and electronically copy, download and print hard copy versions of materials on the Site for use in connection with your business operations and the Purpose, provided that you do not delete any copyright, trademark or other proprietary notice that appears on the material you copy, download or print. Without limiting the foregoing, training video modules found on the Site are for use only in connection with providing training to your retail or wholesale employees and each video module must be viewed in its entirety, not piecemeal.

When you display, copy, download or print any material on or from the Site, it is provided to you by AGDC or its licensors under a license that is revocable. AGDC and its licensors retain full and complete title to the material and to any and all of the associated intellectual property rights. The material may be further subject to the confidentiality provisions included below.

In exchange, you agree that you will not, and will not facilitate, authorize, or permit any other party to:

- attempt to gain unauthorized access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site;
- copy or duplicate, in whole or in substantial part, the Site, including by web scraping, text or data mining, or use of any “robot”, “bot”, “spider”, “scraper” or other automated device, program, tool, algorithm, code, process or methodology;
- distribute, transmit, publish, transfer, sell or commercially exploit in any way the Site, in whole or in part, or cause others to do so;
- reverse engineer, decompile or modify the Site, in whole or in part;
- use the Site or any information contained therein or results derived therefrom to develop any products or services that could be competitive with the Site or any other products or services provided by AGDC;
- alter, remove, or otherwise hinder the delivery of any copyright, disclaimer, or other proprietary notice appearing on the Site;
- use the Site in any way that could interfere with, disrupt or negatively affect the Site or its servers or networks;
- upload viruses or other malicious code or otherwise compromise the security of the Site;
- attack the Site via a denial-of-service attack or a distributed denial-of-service attack;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Site;
- probe, scan or test the vulnerability of our Site or any system or network; or
- encourage or promote any activity that violates the Terms.

AGDC may investigate and take any available legal action in response to illegal and/or unauthorized uses of the Site, including termination of your access to the Site.

This Site Does Not Provide Business Advice

By making the Site available for your use, AGDC is not providing any business advice to you. The Site is not intended to be a substitute for your professional expertise, and any reliance on material on this site is at your own risk.

Accuracy and Timeliness of Information on This Site

We are not responsible if the information we make available on this Site is not accurate, complete or current. This Site may contain certain historical information. Historical information may not necessarily be current and is provided for your reference only. Form agreements provided on the Site are provided for demonstration purposes only and may not reflect the currently available terms and conditions.

Transmission of Information

We maintain administrative, technical and physical safeguards for the Site to protect against unauthorized disclosure, use, alteration or destruction of the information you provide on the Site, but because we do not control the security of the Internet or other networks you use to access the Site or communicate with us, we cannot be, and are not, responsible for the security of information that you choose to communicate with AGDC while it is being transmitted. In addition, AGDC is not responsible for any data lost during transmission.

Accounts, Passwords and Security

In order to access the Site, you must be invited and have to create a user account with AGDC ("**User Account**") with a unique email address and mobile phone number. If you use the Site for more than one AGDC Account, you may have the option to associate your User Account to access more than one AGDC Account. You must safeguard and supervise the use of your User Account. You must also provide accurate and up-to-date information in connection with your User Account. You will need to login using your email address or mobile phone number and enter a one-time passcode sent to your email or mobile phone to authenticate your login. You are responsible for maintaining the confidentiality of your User Account information, including your email address, mobile phone number and for any and all activity that occurs under your User Account, including, without limitation, communications transmitted and transactions entered into on the Site, and all such activities shall be binding on you. You agree to immediately notify AGDC of any unauthorized use of your User Account, or any other breach of security. You may be held liable for losses incurred by AGDC due to someone else using your User Account.

Your User Account is non-transferable and may not be sold or assigned. If you violate any of these limitations, we may terminate any or all of your access. If you commit fraud or falsify information in

connection with your use of the Site or in connection with your User Account, your User Account may be terminated immediately and we reserve the right to pursue any and all legal action that we, in our sole discretion, deem necessary or appropriate.

Communications with you

By registering to use the Site, signing up to receive communications, opting into receiving email and or SMS text notifications, or otherwise taking advantage of our services, you consent to the collection, use, and sharing of your information as set forth in our Privacy Policy, including information relating to activities conducted in and use of your Account. Please also note that AGDC may communicate with you regarding your use of the Site or if you contact us. You agree to receive electronic and, if you choose to, SMS text communications that are necessary for the normal functioning of the Site or for operation of services or provision of information that you have requested, and to promptly comply with any and all such communications.

Trademarks and Copyrights

The Site features trademarks, service marks, logos, and content, including, but not limited to, text, design, graphics, interfaces and code, and the selection and arrangement thereof, (collectively, "Content") that are the property of AGDC, its licensors, or other third parties and protected by trademark, copyright, and other intellectual property laws. Unless you are the Content owner, you agree not to copy, modify, duplicate, create derivative works from, republish, display, distribute, or use the Content in any manner without the prior written permission of the applicable owner. AGDC NOW, AGDC, and ALTRIA are examples of trademarks owned by AGDC. You may not use any of our trademarks without the prior written consent of AGDC, including (i) in connection with any product or service that does not belong to us, (ii) in any manner that is likely to cause confusion about whether we are the source, sponsor, or endorser of a product, service, or activity, or (iii) in any manner that may damage our reputation. Any breach of the Terms shall immediately terminate the license and rights granted by AGDC hereunder, and may subject you to civil and/or criminal prosecution.

Links to Other Sites

We may provide links to third party websites for your convenience and information, including, but not limited to, other AGDC sites. These sites operate independently and may have their own terms of

use in place, which we suggest you review if you visit any linked site. To the extent you visit any linked sites, we are not responsible for these sites or their content or any use of such sites. Such sites are in no way investigated, monitored or checked for accuracy or completeness by AGDC. Inclusion of any linked third party website on the Site does not imply approval or endorsement by AGDC. When you access these third party websites, you do so at your own risk and become subject to any terms of use and/or privacy policies of those third party websites.

No Unlawful or Prohibited Use

You will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not obtain or attempt to obtain from the Site any materials or information other than material or information the Site is designed to provide to you.

YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant that (i) you are not located in a country that is subject to a United States government embargo, or that has been designated by the United States government as a “terrorist supporting” country; (ii) you are not listed on any United States government list of prohibited or restricted parties; (iii) you are of sufficient legal age in your jurisdiction to enter this Agreement; (iv) your access and use of the Site does not violate any agreement between you and any third party; and (v) your access and use of the Site does not violate any applicable local, state, national or international law, rule, or regulation in your jurisdiction, including, without limitation, laws governing online conduct and the unlawful export of software or technical data to restricted individuals or countries.

DISCLAIMER OF WARRANTIES

THE SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND. AGDC, TO THE FULLEST EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SITE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE; THAT ACCESS TO THE SITE OR SERVICES PROVIDED ON THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT THE SITE WILL BE SECURE; THAT THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE WILL BE VIRUS-FREE; OR

THAT THE INFORMATIONAL CONTENT ON THE SITE WILL BE COMPLETE, ACCURATE, OR TIMELY.

No information obtained by you through or from training materials or other informational content on the Site shall create any warranty of any kind. AGDC does not warrant and specifically disclaims any representation that the internet, AGDC's email system or any other electronic means will be uninterrupted or error-free. AGDC shall have no liability for the failures of its service providers and shall not be responsible for any undelivered, misdelivered or inaccurate messages.

LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT AGDC, TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES, SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR RESULTING FROM YOUR USE OF, OR INABILITY TO USE, THE SITE, OR FROM ANY ACTIONS YOU TAKE OR FAIL TO TAKE AS A RESULT OF ANY CONTENT OR TOOLS PROVIDED TO YOU VIA THE SITE, EVEN IF AGDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ACCESS THE SITE OR DOWNLOAD ANY MATERIAL FROM THE SITE, YOU DO SO AT YOUR OWN DISCRETION AND RISK. AGDC WILL NOT BE RESPONSIBLE FOR ANY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DIRECT OR ACTUAL DAMAGES) THAT RESULT FROM THE DOWNLOAD OF ANY MATERIAL FROM THE SITE OR ANY COMPUTER VIRUS THAT MAY BE TRANSMITTED TO A COMPUTER SYSTEM AS A RESULT OF YOUR USE OF THE SITE.

If applicable law in your jurisdiction limits or prohibits application of some or all of the above limitations on liability, those provisions should be interpreted to limit AGDC's liability to the fullest extent permitted by applicable law.

Indemnification

You agree to indemnify, defend, and hold harmless AGDC and its respective officers, employees, directors and agents from all claims, liabilities, losses, damages, costs and expenses, including reasonable attorney fees that the indemnified parties may incur and that arise from, or may be

attributable to, any errors, omissions or faults in, or related to in any way, your use of the Site or your violation of the Terms.

Your obligation to indemnify and hold AGDC and its respective officers, employees, directors and agents harmless will survive the termination of use of the Site. We reserve the right to assume the exclusive defense and control of any matter for which we are entitled to indemnification. You agree to provide us with cooperation we may reasonably request.

Requirements for Access

You agree to be solely responsible for the installation, operation and maintenance of all equipment and software and services and for all costs and expenses required to access and use of the Site.

Confidentiality

You and your employees and agents shall hold confidential all information and materials available on the Site or provided by AGDC to you via, or in connection with your use of, the Site. You will not use or disclose to any third party any such information or materials without the prior, written consent of AGDC; provided, however that you will have the right to disclose, after giving AGDC notice and an opportunity to seek a protective order or other relief, such information or materials as may be required by law, regulation, rule, order, or legal, judicial or administrative process, or in cooperation with requests of governmental authorities. Your obligation to maintain such confidentiality will survive the termination of your use of the Site. Nothing contained herein shall in any way limit any other confidentiality obligations you may have to AGDC or its Affiliates.

Dispute Resolution

The Terms shall be governed by the laws of the Commonwealth of Virginia, without reference to conflict of law principles. Any potential conflict between parties of different jurisdictions would be resolved under the laws of the Commonwealth of Virginia. You hereby irrevocably submit to the jurisdiction of, and waive any objection to venue in, the state and/or federal courts in Richmond, Virginia with respect to any dispute, disagreement or cause of action arising out of or related to the Site. YOU HEREBY WAIVE ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Miscellaneous

AGDC's failure to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it or any other provision at a later time. AGDC may, at any time, in its sole discretion and without notice to you, assign some or all of its rights and obligations under these Terms. You may not assign your rights or delegate your duties under these Terms without the prior written consent of AGDC. If any provision of the Terms is held to be unenforceable, unlawful or void, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties, and the remainder of the Terms shall continue in full force and effect. The Terms constitute the entire agreement and understanding between you and AGDC with respect to use of the Site.

Questions

Please direct any questions or comments concerning these Terms to 1-866-928-3510.