

UA LOCAL 13 FRINGE BENEFIT FUNDS

TERMS AND CONDITIONS OF USE

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1. Agreement. This Terms and Conditions of Use Agreement ("the "Agreement") sets forth the terms and conditions for access to and use of the Site and describes the terms and conditions applicable to your access to and use of the Site. This Agreement may be modified at any time by the Funds and for any reason upon posting of the modified Agreement to the Site. Any such modifications shall be effective immediately upon posting. Each use by you (i.e., each time you log on and use the Site) will constitute unconditional acceptance of this Agreement. If you have any questions regarding this Agreement, please contact the Benefit Office at:

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2. Privacy. Your visit and use of the Site is also governed by our Privacy Policy. Please review our [Privacy Policy](#).

3. Ownership. All content included on this site is continues to be the property of the Funds or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights and applicable laws. Any copying, redistribution, use or publication by you of any such content or any part of the Site is prohibited, except as expressly permitted in this Agreement. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this Site.

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6. Passwords. When you register with the Benefit Office Site, you will be asked to a provide a password. You are responsible for safeguarding your password and you agree not to disclose your password to any third party. You agree that you are solely responsible for the activities and actions

under your password, whether or not you have authorized such activities or actions. You are obligated to notify the Benefit Office of any unauthorized use of your password.

7. Compliance with Laws. You agree to comply with all applicable laws regarding your use of the website. You further agree that information provided by you is truthful and accurate to the best of your knowledge.

8. Indemnification. You agree to indemnify, defend and hold the Funds and our partners, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.

9. Disclaimer. THE INFORMATION ON THIS SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THIS SITE IS AT YOUR SOLE RISK. THE FUNDS DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE.

10. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL THE FUNDS BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SITE, YOUR SITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF YOUR SITE USE.

You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.

11. Use of Information. The Funds reserve the right, and you authorize us, to use and assign all information regarding site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

12. Accuracy of Information Contained on Site. The information contained on the Site is intended to serve as an information guide to the Funds' Participants. Much of the information on the Site summarizes the terms of the Funds' Plan documents. It is no way meant to serve as or replace the Plan document. You should always refer to your Plan document and Summary Plan Description for more detailed information. In the event of a conflict between the information on the Site and the applicable Plan document, the Plan document controls. **Benefit Estimates available on the Site are generated as information only and do not guarantee the benefits or correctness of the information on the Site. It is only an estimate and should not be relied upon.**

13. Applicable Law. You agree that the laws of the state of New York State, without regard to conflicts of laws, provisions will govern these Terms and Conditions of Use and any dispute that may arise between you and the Funds or its affiliates to the extent not preempted by ERISA.

14. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

15. Waiver. The failure of the Funds to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by the Funds must be in writing and signed by an authorized representative of the Funds.

16. Termination. The Funds may terminate this Agreement at any time, with or without notice, for any reason.

17. Relationship of the Parties. Nothing contained in this Agreement or your use of the Site shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.

18. Entire Agreement. These Terms and Conditions of Use constitute the entire agreement between you and the Funds governing the terms and conditions of your use of the Site, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and the Funds with respect to this Site. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the website. The Funds may revise these Terms and Conditions of Use at any time by updating this Agreement and posting it on the Site. Accordingly, you should visit the Site and review the Terms of Use periodically to determine if any changes have been made. Your continued use of this website after any changes have been made to the Terms and Conditions of Use signifies and confirms your acceptance of any such changes or amendments to the Terms and Conditions of Use.