

# Terms of Use Agreement

**Agreement Effective Date: July 1, 2022**

The Painters Union Fringe Benefit Funds (Painters Union Pension Fund, Painters Union Insurance Fund, Painters Union Vacation Fund, (collectively, the “Funds”), provide online access to your benefits information. Please read the following important terms and conditions (“Terms of Use”) carefully. These Terms of Use govern your access to and use of the Funds’ website, including content and data updates.

YOU UNDERSTAND THAT BY USING THE PAINTERS UNION FRINGE BENEFITS FUNDS WEBSITE, YOU ARE AGREEING TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE IN THEIR ENTIRETY, YOU MAY NOT ACCESS THE WEBSITE. INSTEAD, THE INFORMATION INCLUDED ON THE WEBSITE MAY BE OBTAINED BY CALLING THE FUND OFFICE (248-358-3340) OR SUBMITTING A REQUEST IN WRITING TO: PAINTERS UNION FRINGE BENEFIT FUNDS, 26877 Northwestern Hwy # 100, Southfield, MI 48033.

You understand that the Painters Union Fringe Benefit Funds’ Website and information and content found thereon will include personal data and benefit information. You acknowledge and agree that the Funds’ Trustees, officers, employees, successors, and assigns shall not, directly or indirectly, be liable, in any way, to you or any other person or entity for any: (a) inaccuracies or errors in or omissions from the website or content thereon; (b) delays, errors, or interruptions in the transmission or delivery of content thereon; or (c) loss or damage arising from your use of the Funds’ website or content thereon or by any reason of nonperformance including but not limited to the terms below.

## **1. Modification of the Site or Terms of Use**

The Funds reserve the right, in their sole discretion, at any time to modify, discontinue or terminate the Funds’ Website, any portion thereof, or any content thereon or to modify these Terms of Use. All modified terms and conditions will be effective upon the date when the change takes effect, unless there is a material change, which will be effective when the Funds provide notice to you, unless a longer notice period is required by applicable law.

If any modified terms and conditions are not acceptable to you, your sole remedy is to cease using the Funds’ Website. By continuing to access or use the Funds’ Website after the Funds makes any such revision, you agree to be bound by the revised Terms of Use. Each version of the Terms of Use will be identified at the top of the page by the effective date.

## **2. Content**

Certain types of content are made available through the Funds’ Website.

“Content” as used in this Agreement means, collectively, all content on or made available through the Funds’ Website, including but not limited to text, data, reports, analyses, any information identifying or describing your fringe benefits through the Funds. The Funds reserve the right to remove and permanently delete any Content from the Funds’ Website without notice.

Although every effort is made to keep this Website up to date, the Funds do not assume responsibility for any errors or omissions on the site. Accuracy and completeness of information, graphs, text, links, or any other items presented is not warranted.

### **3. Funds' Website Third-Party Links**

The Funds' Website or content thereon may provide links to third-party websites or resources. You acknowledge and agree that the Funds are not responsible or liable for the availability or accuracy of such websites or the resources, content, or services on or available from such websites or resources. You further acknowledge that the Funds do not endorse such websites or resources or the content, products, or services on or available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

Any linked website is not the responsibility of, and is not under the control of, the Funds, their Trustees, officers, employees, affiliates, or agents.

### **4. Intellectual Property Rights and Ownership**

The Funds and their licensors own all right, title, and interest, including all intellectual property rights, in the Content, and the trademarks, service marks, and logos contained therein. You may not remove, alter or conceal any copyright, service mark or other proprietary rights notices incorporated in or accompanying the Content, or related products or services.

### **5. Disclaimer of Warranties/Limitation of Liability**

Your use of the Funds' Website is at your sole discretion and risk. The Funds' Website, Content, and all materials, information, and services included therein, are provided on an "AS IS" and "AS AVAILABLE" basis, without warranties of any kind from the Funds. THE FUNDS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY.

IN CONNECTION WITH THE FUNDS' WEBSITE CONTENT, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE, THE FUNDS DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, REGARDING: (I) THE AVAILABILITY, SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE FUNDS' WEBSITE CONTENT; (II) ASSURANCES THAT THE FUNDS' WEBSITE WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY THE FUNDS' WEBSITE.

NO INFORMATION OBTAINED BY YOU FROM THE FUNDS' WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. IF YOU CHOOSE TO RELY ON SUCH INFORMATION, YOU DO SO SOLELY AT YOUR OWN RISK. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL THE FUNDS OR ANY OF ITS TRUSTEES, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE FUNDS' WEBSITE, CONTENT AND/OR USER INFORMATION, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED.

## 6. General

In the event that any provision in this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The failure of a party to enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision. You may not assign this Agreement (by operation of law or otherwise) without the prior written consent of the Funds, and any prohibited assignment will be null and void. The Funds may assign this Agreement or any rights hereunder without your consent. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan. Any legal action or proceeding arising under this Agreement will be brought exclusively in courts located in Michigan, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. You agree that this Agreement and the rules, restrictions, and policies contained herein, and the Funds' enforcement thereof, are not intended to confer and do not confer any rights or remedies on any person other than you and the Funds. This Agreement together with the rules and policies of the Funds constitute the entire agreement between the Funds and you with respect to the subject matter hereof.

*This downloaded information may contain confidential or privileged personally identifiable information. It is not recommended that this file be forwarded via email, as there is risk involved in sending personal, confidential information through a non-secure communication method such as email. Email transmitted in this manner may be intercepted by an unauthorized party and could be misused by an unintended recipient.*

*Questions concerning any laws, regulations, or legal requirements that may be mentioned or referred to in the information on this Website should be addressed to your own legal counsel. Nothing in this Website may be construed to provide legal advice, either expressed or implied. Information on the Website is solely for purposes of a general nature, as stated herein.*

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