

Iron Workers Locals No. 15 and 424 Benefit Funds

Member Self-Service Portal – Terms of Use/User Agreement and Privacy Policy

TERMS OF USE / USER AGREEMENT

Please read this Terms of Use / User Agreement (the “Agreement”) carefully before you utilize the Iron Workers' Locals No. 15 and 424 Annuity, Extended Benefit and Pension Funds (the “Funds” or “We”) member self-service portal (the “Site”), accessible from the URL www.ctironworkers.org.

By using the Site you indicate that you understand, accept and agree to comply with every term and condition of this Agreement. *This Agreement is a binding agreement between you and the Funds.* It governs your access and use of the Site, which includes any information, data, tools, services and/or other content available on or through the Site (together, “Information”).

1. We make no guarantees, promises or assurances regarding the Site or any Information provided through the Site. TO BE CLEAR, ALL AVAILABLE INFORMATION ON THE SITE IS SUBJECT TO VERIFICATION BY THE FUND OFFICE.

- The electronic records contained in the Site are the property of the applicable Fund or Funds, and the information displayed may not be accurate, including an Ironworker’s complete work history and/or benefit record. As examples, a contributing employer may be late in submitting one or more contribution report(s) and/or contributions, or the Funds may experience a delay in posting information to the Site. Please contact the Fund Office using the contact information at the end of this Agreement and Privacy Policy with regard to any potential discrepancies with the information listed in your individual record.
- We make reasonable efforts to provide up-to-date, complete and accurate Information, but at times we may not promptly update or correct the Site even if we are aware that it is inaccurate, outdated or otherwise inappropriate or incomplete. The Information should not be used or relied upon in place of any official reports, statements, or notices which we provide or which may be provided to you by third parties. We may change any portion of the Site at any time without notice to you.
- Some Information displayed, and some of the data it is based on, come from third parties (e.g., contributing employers). We believe that these third parties are reliable but we are not responsible for any third-party Information.

2. We grant you a limited right to use the Site for personal use only.

- You may use the Site only for your personal use and only in accordance with this Agreement. Please use the Site with the utmost care. **YOU MAY NOT USE THE SITE TO ACCESS THE INFORMATION OF ANY PERSON OTHER THAN YOURSELF.**
- Your right to use the Site is subject to your agreement to abide by this Agreement in its entirety, as well as any other rules, procedures, policies, terms or conditions that govern all or any portion of the Site. At any time, and for any reason, we may revoke your right to use the Site or any portion of the Site.
- You may not transfer your right to use the Site. You are solely responsible for maintaining the confidentiality and security of your password. You may not disclose your password to any third party. You may not violate or attempt to violate the security of the Site. By using

the Site, you expressly assume the risk of any unauthorized access and/or disclosure or intentional intrusion, or of any delay, failure, interruption or corruption of Information transmitted with respect to the Site.

3. We are not liable for any technological problems with the Site and any impact they may have.

- All or any portion of the Site may not be available and may not function properly at any time. We are not liable for any damage or injury caused by the performance or failure of performance of all or any portion of the Site.
- The Funds utilize industry standard security measures to protect against the loss, misuse and/or alteration of the information under our control. Although the Funds make good faith efforts to store and maintain information on the Site in a secure operating environment, the Funds cannot guarantee complete security.

4. We do not give individualized investment recommendations or accounting, tax or legal advice on or through the Site.

- The Funds do not provide accounting, tax, investment, or legal advice and the Fund Office employees are not authorized to give such advice. You should consult with your own advisors, accountants or attorneys regarding your individual circumstances and needs.

5. This Agreement is Governed by the Laws of the State of Connecticut.

- This Agreement will be deemed to have been made in the State of Connecticut. You specifically consent to personal jurisdiction in Connecticut in connection with any dispute between you and the Funds concerning or arising from this Agreement. This Agreement will be construed in accordance with the laws of the State of Connecticut without giving effect to conflicts of law principles.

6. You will be bound by revised versions of this Agreement that the Funds post on the Site or send to you.

- The Funds may modify the terms of this Agreement, our Privacy Policy, or any of the policies or guidelines governing the Site, at any time and in the Funds' sole discretion.
- Your use of the Site after such modifications are implemented constitutes your full acknowledgement and acceptance of the modifications and this Agreement in its then-current form each time you use the Site. Please consult these Terms of Use regularly.
- If any provision of this Agreement is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible and the remaining provisions of the Agreement shall remain in full force and effect.

7. WE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SITE AND THE INFORMATION THAT THE LAW ALLOWS US TO DISCLAIM.

- WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE SITE AND THE INFORMATION, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.
- WITHOUT LIMITING OUR GENERAL DISCLAIMER, WE DO NOT WARRANT THE AVAILABILITY, ACCURACY, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY,

SEQUENCING OR SPEED OF DELIVERY OF THE SITE OR THE INFORMATION, OR THAT THE SITE OR ITS ASSOCIATED SERVER(S) IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

8. OUR LIABILITY WITH RESPECT TO THE SITE AND THE INFORMATION IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

- ALL RECORDS OF THE FUNDS ARE SUBJECT TO FINAL REVIEW AND VERIFICATION BY THE FUNDS' STAFF AND/OR BOARD OF TRUSTEES. IN NO EVENT WILL THE INFORMATION PROVIDED ON OR THROUGH THE SITE OVERRIDE AND/OR MODIFY THE EXPRESS TERMS OF THE FUNDS' GOVERNING DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE APPLICABLE PLAN AND TRUST.
- THE FUNDS ARE NOT LIABLE FOR ANY DAMAGE OR INJURY CAUSED BY ACCESSING THE SITE.
- IN NO EVENT WILL THE FUNDS, WHETHER INDIVIDUALLY OR COLLECTIVELY IN ANY COMBINATION, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED ARISING OUT OF THIS AGREEMENT, THE SITE, THE INFORMATION ACCESSIBLE THEREIN, THE INABILITY TO USE THE SITE, OR VIOLATION OF OUR PRIVACY POLICY (see "Privacy Policy" section) THROUGH NO FAULT OF OURS.
- THIS DISCLAIMER OF LIABILITY APPLIES TO ANY AND ALL DAMAGES OR INJURY, INCLUDING THOSE CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY ASSET, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION WHETHER BASED ON STATE AND/OR FEDERAL LAW.
- YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE FUNDS AND THEIR TRUSTEES, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND THIRD-PARTY SOURCES FROM AND AGAINST ANY AND ALL SUITS, LOSSES, CLAIMS, DEMANDS, LIABILITIES, DAMAGES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) THAT ARISE FROM OR RELATE TO YOUR USE OR MISUSE OF THE SITE OR ANY INFORMATION OBTAINED THEREFROM, OR FROM ANY BREACH OF THIS AGREEMENT.
- THE TERMS OF THIS AGREEMENT ARE NOT INTENDED TO CONFLICT WITH OR SUPERCEDE THOSE OF THE PLANS AND/OR TRUST AGREEMENTS OR ANY OTHER AGREEMENT BETWEEN YOU AND THE FUNDS. THIS AGREEMENT SHALL RUN CONCURRENTLY WITH ANY SUCH OTHER AGREEMENTS WITH RESPECT TO THE SUBJECT MATTER CONTAINED IN EACH.

[Privacy Policy on next page]

PRIVACY POLICY

We respect your privacy. This Privacy Policy sets forth the policies of the Iron Workers' Locals No. 15 and 424 Annuity, Extended Benefit and Pension Funds (the "Funds") with respect to the treatment of nonpublic Personal Information provided to us by users in order to access and use this website. For this purpose, "Personal Information" refers to your name, date of birth, Social Security Number, email address, password and any answer(s) to security questions. This Privacy Policy applies only to this Personal Information collected on our website and only to individuals.

- **Collection.** You can only have access to the password protected portions of our website by providing us with your user information and password. We collect Personal Information from you online when you log-on to our website, when you enter information in connection with the use of this website, and when you provide it to us in any correspondence through our website.
- **Disclosure/Use.** We do not disclose any Personal Information relating to your activities on our website, except to the extent permitted by law. We may use your Personal Information to verify your identity, to record your use of our website, to contact you, and to respond to your requests. Companies that are not related to us that perform services on your behalf ("Service Companies") may have access to your information relating to your conduct on our website. When this occurs, we require the Service Companies to treat your private information with confidentiality. We reserve the right to share your Personal Information to enforce the provisions of the Terms of Use for this website, to respond to subpoenas and court orders and to cooperate with law enforcement or regulatory authorities, to establish or exercise our legal rights or defend against legal claims, or to perform authentication procedures to investigate or prevent fraud.
- **Cookies.** A "cookie" is a small summary text file that is stored by your mobile phone (e.g., iPhone or Android) or by your browser (e.g., Edge, Chrome, Safari or Firefox). Cookies allow a website to store some information about users, allowing the website to recognize a user and respond appropriately. The website may use cookies to collect anonymous usage statistics to track website utilization. Identifiable visitor usage information may also be stored in internal log files. We use this information to troubleshoot issues, improve our online services, and for analytical purposes, such as analyzing trends, administering the website, tracking user movements, and gathering broad demographic information. We understand that the website utilizes cookies to ensure basic functionality for authenticated users, including but not limited to initiating and terminating valid sessions.
- **Confidentiality and Security.** We restrict access to Personal Information collected on this website, and private information about you which can be accessed through this website, to those of our employees who need to know that information to provide applicable Fund information to you. We maintain physical, electronic, and procedural safeguards that comply with applicable state and/or federal regulations to guard your Personal Information and other private information. We do not rent, sell to, or share Personal Information or other private information about you with other people or companies except the third-party vendors who perform services on the Funds' behalf.
- **Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").** The Iron Workers' Locals No. 15 and 424 Extended Benefit Fund (the "EB Fund") is regulated by another federal law, known as HIPAA, and it requires the EB Fund to take various extra precautions when it handles or utilizes your individually identifiable health information, including eligibility information (known as "protected health information"). For additional information about HIPAA, and a copy of the EB Fund's Notice of Privacy Practices (2021 Restatement) please refer to pages 100, and 114 through 120, respectively, of the EB Fund's Summary Plan Description.

- **How We Notify You About Privacy Policy Changes.** We may revise and update this Privacy Policy if we change our practices, add new website features, or change existing website features. To the extent possible we will post a notice to this website of any substantive changes to our Privacy Policy. Your use of this website following any such change constitutes your agreement with regard to any Personal Information collected from you in the past and/or in the future.

If you have any questions about the Terms of Use / User Agreement and/or Privacy Policy, please contact the Funds' Executive Director, Mr. Robert Hertel, by telephone at 203-238-1204, or via email at: robert@ctironworkers.org. The Funds' mailing address is as follows:

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