Terms of Use

These Terms and Conditions of Use ("Terms of Use") apply between you (the "User", "you", or "your") and the Laborers Local No. 754 Joint Benefit Funds website www.local754.com, all associated sites linked to the Laborers Local No. 754 Joint Benefit Funds, its subsidiaries and affiliates (collectively, the "Website", "we", "us", or "our"). The Website is the property of Laborers Local No. 754 Joint Benefit Funds (the "Funds") and its licensors.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS WEBSITE YOU AGREE TO BE BOUND BY THE TERMS OF USE BELOW. THESE TERMS OF USE ARE SUBJECT TO CHANGE. ANY CHANGES WILL BE INCORPORATED INTO THESE TERMS OF USE AND POSTED TO THIS WEBSITE FROM TIME TO TIME. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, PLEASE DO NOT ACCESS THIS WEBSITE.

We reserve the right to make changes to these Terms of Use at any time for any reason. We will notify you of any changes by posting the new Terms of Use on this page. You should review this page periodically for any changes. You will be deemed to have been made aware of, will be subject to, and have accepted the changes in any revised Terms of Use by your continued use of the Website after such revised Terms of Use is posted.

Privacy

To access the Website or the resources it offers, you may be asked to provide certain registration details or other information. As a condition of your use of the Website, you agree that all the information you provide the Website is correct, current, and complete. You agree that all information you provide the Website, whether or not for registration purposes, and including but not limited to through the use of any interactive features on the Website, is governed by the Privacy Policy at www.local754.com (link to privacy policy page), which is incorporated into these Terms of Use by this reference, and you consent to all actions we take with respect to your information consistent with the Privacy Policy.

Intellectual Property Rights

The services, materials and content on the Website are protected by intellectual property laws, including copyright and trademark laws. All right, title, and interest in and to such services, materials, and content are reserved by the Funds and its licensors, and you are not granted any intellectual property rights to such services, materials, and content except as specifically permitted in these Terms of Use. Except as specifically permitted herein, no portion of the Website, or any services, materials, or content offered through the Website, may be distributed or reproduced by any means, or in any form, without our prior written permission.

Account Security

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to

you and agree not to provide any other person with access to the Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You should use caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

Web Content

The information provided by the Website is for informational purposes only. The information is believed to be reliable, but we do not warrant its completeness, timeliness or accuracy.

We reserve the right to withdraw or amend the Website, and any services, materials or content we provide on the Website, in our sole discretion without notice, unless stated otherwise in the applicable terms for specific services provided to you on the websites. We are not liable for any reason if all or any part of the Website is unavailable at any time, for any period. We do not warrant that the Website will be maintained with the same domain names or addresses. We may, from time to time, restrict access to all or part of the Website to users, including registered users.

Disabling Options

We have the right to suspend or disable any user name, password, account or other identifier or authentication measure on the Website, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Use.

Links to Other Sites

The Website may link to third party sites which are not under our control. These links are provided for your convenience and do not indicate our endorsement, sponsorship of, or affiliation with the third party or content of the linked website, including any advertisements that may be posted. We have no control over, make no representation or warranty and bear no responsibility for the accuracy, legality or content of the externally linked sites.

Disclaimer of Warranty

THE WEBSITE AND ALL SERVICES, MATERIALS, OR CONTENT PROVIDED BY THE WEBSITE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT WARRANT THE WEBSITE WILL BE ERROR-FREE, ACCURATE, SECURE, OR UNINTERRUPTED.

Limitation of Liability

UNDER NO CIRCUMSTANCES WILL WE AND OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR USE OF, MISUSE OF, OR RELIANCE ON THE WEBSITE OR ANY OF THE SERVICES, MATERIALS, OR CONTENT AVAILABLE ON THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, RELIANCE, CONSEQUENTIAL, OR SPECIAL DAMAGES WHETHER OR NOT FORESEEN, OR LOST PROFITS. YOU AGREE THAT THIS

LIMITATION OF LIABILITY PREVENTS RECOVERY OF ANY CLAIM RELATING TO THESE TERMS OF USE OR THE WEBSITE, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND APPLIES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Governing Law and Jurisdiction

These Terms of Use and any action related thereto will be governed and construed exclusively in accordance with the laws and decisions of the State of New York without regard to or application of its conflict of laws provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Website will be brought solely in the federal and state courts located in the State of New York, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. Any claim under these Terms of use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred.

Entire Agreement

These Terms of use together with the Privacy Policy (hyperlink) and any applicable documents referenced herein, form the complete and exclusive agreement between you and the Funds with regard to the Website, and supersede and cancel all prior written and oral agreements and communications relating to the Website.

Contact Us

If you have any questions, do not hesitate to contact us.

Laborers Local 754 Joint Benefit Funds 215 Old Nyack Turnpike Chestnut Ridge, NY 10977 (845) 425-0210 vinnie@local754funds.org

L:\VFO\LABORERS LOCAL 754\4759.000 General Funds Folder\Terms of Use 2019.docx