

TERMS OF USE

1. Agreement. By using this website, you agree to be bound by these Terms of Use (“Terms”). Please review the Terms carefully before using the website.

2. Informational Purpose. The purpose of this website is to provide you with information about the Southern California Drug Benefit Fund (“Benefit Fund”), the Southern California United Food and Commercial Workers Unions and Drug Employers Pension Fund (“Drug Pension Fund”) and the Southern California General Sales Employers and United Food and Commercial Workers Unions Pension Fund (“General Sales Pension Fund”). All three funds are collectively referred to in the Terms as the “Funds.” The Funds are administered by the Trust Fund Office (“Trust Fund Office”). The information on this website is intended for the participants in the Funds and their covered spouses, domestic partners, dependents and beneficiaries (collectively “Covered Persons”) and the Funds’ providers.

The documents on this website (including, but not limited to, any Summary Plan Documents (“SPDs”)) are not the official medical or pension plans of the respective Funds (the “Plan Documents”). Neither the SPDs, this website nor any statement or promise made by any person (including employees of the (i) Trust Fund Office, (ii) UFCW local unions or (iii) contributing employers) can modify the Plan Documents in any way. In the event of any difference between this website (including the SPDs) and the Plan Documents, the Plan Documents shall control. Only the Board of Trustees for the applicable Fund has the discretion and authority to determine questions concerning the interpretation or administration of that Fund including, but not limited to, all questions relating to eligibility for, and amount of, benefits. The determination of the Board of Trustees shall be conclusive and binding. You should contact the Funds Office for your personal information about vesting, eligibility for benefits and their amount.

3. Account Information and Accountability. Access to certain areas and information on this website is limited to Covered Persons and requires that such persons establish an account in accordance with the instructions at www.ufcwndf.org (“Account”). By agreeing to establish and use an Account, you are authorizing us to act on instructions received under your username and password. You are responsible for keeping your username and password and applicable security question information confidential. Please do not disclose them to anyone.

You understand that you may be required to change your username, password and/or applicable security question information from time to time in accordance with Funds security policies and procedures or specific concerns of the Funds. You should notify the Funds Office at once if you believe another person has improperly obtained your username, password or applicable security question information, if you believe someone has accessed or used your Account without your permission, or if you suspect any fraudulent activity on your Account. If you do not access your Account for a period of more than six (6) months, or if there are more than five (5) consecutive failed log-in attempts to your Account, we reserve the right to de-activate your Account. To re-activate your Account, please contact Web Services at (323) 666-8910. You may be required to provide reasonable personal identification to re-activate your Account. We reserve the right to terminate your Account in our reasonable discretion, including, without limitation, in the event you fail to comply with the Terms or Funds’ Privacy Policy.

The Funds offer you the ability to review and change or update your Account registration, verification of your identity and contact information by logging into your Account and entering in the new information yourself [or by contacting the Funds office at (323) 666-8910]. You must promptly update such information if it changes or is inaccurate.

The Funds have appointed Cynthia D. Fields as its Privacy Officer and David Pidlaoan as its Security Officer who are responsible for the protection of information.

4. Data Protection

Any personal information you supply to the Funds when using the website will be used by the Funds in accordance with its Privacy Policy, which can be found at www.ufcwdf.org.

5. User Responsibility; Website Monitoring. You are responsible for providing accurate information to the Trust Fund Office and the Funds when using this website. You acknowledge that you may be subject to civil and/or criminal penalties for committing a fraudulent act if you knowingly provide any materially false information to the Trust Fund Office or the Funds or otherwise use this website with the intent to defraud or mislead the Trust Fund Office, the Funds or any other party. Any activity on this website is subject to monitoring by the Trust Fund Office. By using this website, you consent to such monitoring and agree that the Trust Fund Office may use the results of such monitoring for any purpose permitted by applicable law.

6. Proprietary Rights and License

All trademarks, copyrights, databases and other intellectual property rights of any nature on the website, together with the underlying software, are owned either directly by the Funds or by their licensors.

7. Conditions of Use

You will not, nor allow third parties on your behalf to (i) make and distribute copies of the information on the website; (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the website; or (iii) create derivative works of the website of any kind whatsoever.

8. Modification of Terms. The Funds Office may modify the Terms, Privacy Policy and the information on this website at any time by posting such modifications on this website. By using this website following any modifications to the Terms, you agree to be bound by them. Therefore, you agree that you will from time to time review the Terms and Privacy Policy to ensure you are familiar with the most current version.

9. Suspension/Termination of Website. The Funds Office may at any time suspend or terminate any information or services available on this website.

10. Disclaimer of Warranties

The Funds hereby disclaim all warranties, express or implied, with respect to the website. Although the information, resources and other materials on this website (including explanations or statements of benefits) are intended to be accurate and up to date, they are provided as a courtesy on an "AS IS", "AS AVAILABLE" basis. Specifically, you understand and acknowledge that enrollment status, coverage, claims or other benefits information displayed in your Account may NOT be accurate or up to date at the time you access your Account (for example, such information may not reflect the most current enrollment, hours, dependent verification, claims or other relevant information provided by you or otherwise available to the Funds Office).

Neither the Funds Office nor any of the Funds warrant that this website's functions will be uninterrupted, that the information, resources and other materials on this website (including explanations and statements of benefits) will be reliable, complete, accurate, up to date or error-free, that defects in or on this website will be corrected, or that this website or the server that makes this website available are immune from hackers, free of viruses or other harmful interference by third parties. If you have questions about any such information, please contact the Funds Office at (323) 666-8910.

11. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL THE TRUST FUND OFFICE, THE FUNDS OR THEIR RESPECTIVE TRUSTEES, EMPLOYEES, AGENTS, CONTRIBUTING EMPLOYERS, REPRESENTATIVE LABOR UNIONS, PROVIDERS AND VENDORS BE RESPONSIBLE OR LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ("DAMAGES") ARISING OUT OF OR RELATING IN ANY WAY TO YOUR USE OF THIS WEBSITE. THIS LIMITATION OF LIABILITY INCLUDES DAMAGES FROM THE SERVICES, INFORMATION, RESOURCES, AND LINKS CONTAINED WITHIN THIS WEBSITE. THIS LIMITATION ALSO INCLUDES DAMAGES FROM THE INFORMATION COLLECTED THROUGH THIS WEBSITE OR ANY LINKED THIRD-PARTY WEBSITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS WEBSITE, THE SERVICES, INFORMATION, RESOURCES, LINKS OR OTHER MATERIALS PROVIDED HEREIN IS TO IMMEDIATELY STOP USING THIS WEBSITE.

12. Miscellaneous. If any provision of these Terms is rendered by a court or government agency to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect the remainder of the Terms. The Terms shall be governed by, construed in accordance with, and enforced under the laws of the State of California, without regard to its conflicts of law provisions, except as they may be preempted by Federal law. You hereby consent to the exclusive jurisdiction of the appropriate federal or state court in Los Angeles County, California regarding any dispute between you and the Trust Fund Office and Funds with respect to this website.