

New Jersey Building Laborers Statewide Pension, Annuity, and Welfare Funds

Participant Portal

Terms of Use and Privacy Policy

Date: August 3, 2021

Acceptance of the Terms of Use and Privacy Policy

These terms of use are entered into by and between You and the New Jersey Building Laborers Statewide Pension, Welfare, and Annuity Funds ("NJBLs," "Funds," "we," or "us"). The following terms and conditions ("**Terms of Use**"), govern your access to and use of NJlaborers.org (the "**Participant Portal**"), including any content, functionality, and services offered on or through the Participant Portal whether as a guest or a registered user.

Please read the Terms of Use and Privacy Policy carefully before you start to use the website. **By using the website, or by clicking to accept or agree to the Terms of Use and Privacy Policy when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found below.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Participant Portal thereafter.

Your continued use of the Participant Portal following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this website, and any service or material we provide on the website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the website or the entire website to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Participant Portal; and
- Ensuring that all persons who access the Participant Portal through your internet connection are aware of these Terms of Use and comply with them.

In order to access the website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Participant Portal that all the information you provide on the website is correct, current, and complete. You agree that all information you provide to register with this website, including, but not limited to, through the use of any interactive features on the Participant Portal, is governed by our Privacy Policy and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

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 this 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 also agree to ensure that you exit from your account at the end of each session. You should use particular 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.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Property Rights

The Participant Portal and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Funds or its licensors.

These Terms of Use permit you to use the Participant Portal for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials;
- You may store files that are automatically cached by your Web browser for display enhancement purposes;
- You may print or download a reasonable number of pages of the Participant Portal for your own personal, non-commercial use and not for further reproduction, publication, or distribution;

You must not:

- Modify copies of any materials from this site; or
- Access or use for any commercial purposes any part of the Participant Portal or any services or materials available through the website.

No right, title, or interest in or to the website or any content on the website is transferred to you, and all rights not expressly granted are reserved by the Funds. Any use of the Participant Portal not expressly permitted by these Terms of Use is a breach of these Terms of Use.

Prohibited Uses

You may use the website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Privacy Policy or Terms of Use;

- To impersonate or attempt to impersonate NJBLS, a NJBLS employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing); or
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Participant Portal, or which, as determined by us, may harm the Funds or other users of the website, or expose them to liability.

Additionally, you agree not to:

- Use the website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the website, including their ability to engage in real time activities through the website;
- Use any robot, spider, or other automatic device, process, or means to access the website for any purpose, including monitoring or copying any of the material on the website;
- Use any manual process to monitor or copy any of the material on the website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent;
- Use any device, software, or routine that interferes with the proper working of the website;
- Introduce any viruses, Trojan horses, worms, logic bombs, ransomware, or other material that is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the website, the server on which the website is stored, or any server, computer, or database connected to the website;
- Attack the website via a denial-of-service attack or a distributed denial-of-service attack; or
- Otherwise attempt to interfere with the proper working of the website.

Monitoring and Enforcement; Termination

We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the website; and
- Terminate or suspend your access to all or part of the website for any or no reason, including without limitation, any violation of these Terms of Use or the Privacy Policy.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement inquiries or court orders. YOU WAIVE AND HOLD HARMLESS THE FUNDS AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY LAW ENFORCEMENT AUTHORITIES.

Reliance on Information Posted

The information presented on or through the Participant Portal is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We

disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the website, or by anyone who may be informed of any of its contents.

Changes to the Participant Portal

We may update the content on the Participant Portal from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Participant Portal may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Participant Portal

All information we collect on this website is subject to our Privacy Policy. In using the website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Geographic Restrictions

The owner of the website is based in the State of New Jersey in the United States. We provide this website for use only by persons located in the United States. We make no claims that the website or any of its content is accessible or appropriate outside of the United States. Access to the website may not be legal by certain persons or in certain countries. If you access the website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE FUNDS NOR ANY PERSON OR ENTITY ASSOCIATED WITH THE FUNDS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE FUNDS NOR ANYONE OR ANY ENTITY ASSOCIATED WITH THE FUNDS REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE FUNDS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE FUNDS, THEIR TRUSTEES, AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Funds, their Trustees, affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use, the Privacy Policy, or your use of the website, any use of the Participant Portal's content or services other than as expressly authorized herein, or your use of any information obtained from the website.

Governing Law and Jurisdiction

All matters relating to the Participant Portal, Privacy Policy, and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use, the Privacy Policy, or the website shall be instituted exclusively in the federal courts of the United States or the courts of the State of New Jersey in each case located in Jersey City, and County of Hudson, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use and Privacy Policy in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At the Funds' sole discretion, it may require you to submit any disputes arising from these Terms of Use and/or Privacy Policy or use of the Participant Portal, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying New Jersey law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE, PRIVACY POLICY, OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Funds of any term or condition set forth herein shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Funds to assert a right or provision under these Terms of Use or the Privacy Policy shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use or the Privacy Policy is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use and/or Privacy Policy will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and the Funds regarding the Participant Portal and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the website.

Privacy Policy

The Funds respect your privacy and are committed to protecting it through our compliance with this policy. This policy describes the types of information we may collect from you when you visit the Participant Portal and our practices for using, maintaining, protecting, and disclosing that information. This policy applies to information we collect on the Participant Portal and it does not apply to information collected by the Funds offline or through any other means.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use the Participant Portal. By accessing or using the Participant Portal, you agree to this privacy policy. This policy may change from time to time (see the section titled Changes to Our Privacy Policy below). Your continued use of this website after we make changes to this Policy is deemed to be acceptance of those changes. Accordingly, please check the policy periodically for updates.

A. Information You Provide to Us

The information we collect on or through the Participant Portal may include, but is not limited to information that you provide at the time of registering to use the Participant Portal. We may also ask you for information when you report a problem with the website.

B. How We Use Your Information

We use information that we collect about you:

- To present our website and its contents to you;

- To provide you with information regarding your benefit entitlements;
- To notify you about changes to the Participant Portal or any services we offer or provide through it; and
- For any other purpose with your consent.

C. Disclosure of Your Information

We may disclose your personal information:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request;
- To enforce or apply our terms of use; and
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of the Funds, their participants, or others.

D. Accessing Your Information

You can review your personal information by logging into the Participant Portal and visiting your account profile page.

E. Data Security

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. All information you provide to us is stored on our secure servers behind firewalls.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of the Participant Portal you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the website.

F. Changes to Our Privacy Policy

It is our policy to post any changes we make to our privacy policy on this page with a notice that the privacy policy has been updated on the website home page. If we make material changes to how we treat our users' personal information, we will notify you by email to the email address specified in your account and through a notice on the Participant Portal home page. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our website and this privacy policy to check for any changes.

G. Use and Disclosure of Protected Health Information

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, the New Jersey Building Laborers Statewide Welfare Fund (the "Welfare Fund") will not use or disclose your protected health information ("PHI") without your authorization, except for purposes of treatment, payment, health care operations, plan administration, or as required or permitted by law. A description of how the Welfare Fund uses and disclose your protected health information,

and your rights and protections under HIPAA's privacy rules, is set forth in the Summary Plan Description ("SPD") furnished to all participants. The Welfare Fund will comply with applicable requirements under the HITECH Act, which include providing notice to affected individuals if the Funds discover a breach involving unsecured protected health information.

Your Comments and Concerns

This website is operated by the New Jersey Building Laborers Statewide Pension, Welfare, and Annuity Funds.

All notices of copyright infringement claims feedback, comments, requests for technical support, and other communications relating to the Participant Portal should be directed to:

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