

## Privacy & Security Policy

**Introduction.** The Bricklayers and Marble, Tile & Terrazzo Workers Local 1 of MD, VA, and DC Benefit Funds (collectively, “Funds”) are committed to protecting the privacy and security of the information, if any, it collects from users of this website (“Users”). This Privacy & Security Policy (“Policy”) describes the types of information that may be collected by this website, and the practices for collecting, using, maintaining, protecting, and disclosing that information. The Funds prioritize the privacy of Users and are committed to protecting the privacy and security of their information through compliance with this Policy. Please read this Policy carefully to understand the information potentially collected and used by this website. By using this website, you accept and agree to the terms of this Policy. If this Policy or its terms are not acceptable to you, please do not use this website.

**Information Collected.** While you use this website, you may be asked to provide certain personally identifiable information (“PII”) that is necessary to facilitate certain features of the website. Examples of PII include, among other things, your first and last name, address, phone number, e-mail address, date of birth, and social security number. THIS WEBSITE IS ONLY INTENDED FOR ADULTS. THE FUNDS DO NOT KNOWINGLY COLLECT PERSONALLY IDENTIFIABLE INFORMATION FROM CHILDREN UNDER THE AGE OF 13. IF YOU ARE UNDER THE AGE OF 13, DO NOT SEND US ANY PERSONAL INFORMATION.

**How Your Information May Be Used.** If PII is collected, it will be used for the limited purpose of maintaining the interactive features on this website, which are unique to your individual account, and to provide you nonbinding information about your benefits from the Funds. We may use PII to service and maintain your account, process transactions in your account, respond to inquiries from you, deliver services, or to fulfill legal and regulatory requirements. The Funds will endeavor to process PII in a manner that is compatible with and relevant to the purpose for which it is collected. To the extent necessary for those purposes, we will take reasonable steps to ensure that PII is accurate, complete, current, and reliable for its intended use. The Funds may also share your data with vendors who have been approved by us and have a business need to have your data. Where such sharing of data is required, each approved vendor(s) and its IT department is responsible for creating and maintaining data encryption and protection standards to safeguard all PII that resides in the databases provided.

**Applicable State Privacy Laws.** Some states have enacted consumer data privacy laws. The Funds will comply with all applicable state-specific privacy laws regardless of whether they are specifically addressed in this Policy.

**Data Breach.** Please be advised that this website strives to protect the confidentiality of participant information using secured servers, but confidentiality cannot be guaranteed. In the event of a data breach, the Funds or their authorized agent will promptly notify any affected Users and appropriate authorities of a data breach within data structures directly controlled by us or otherwise as appropriate. Each vendor retained by the Funds must notify the Funds of any breaches involving your PII.

**Release of Information.** Occasionally, the Funds may release your PII. For example, we may disclose your PII pursuant to legal and regulatory requirements, to facilitate the provision of benefits from the Funds, or as authorized by you.

**Disclosure to Third Parties.** The Funds do not rent or sell PII to third parties. The Funds engage certain third-party vendors to perform certain functions and services, including, without limitation, hosting and maintenance, and data storage and management. Your PII may be shared with these third parties, but

only to the extent necessary to perform the functions and provide the services. Where such sharing of data is required, each approved vendor(s) and its IT department is responsible for creating and maintaining data encryption and protection standards to safeguard all PII that resides in the databases provided. Separately, this website may contain links to other websites which are not administrated or controlled by us. We are not responsible for the content or policies of other websites or services.

**Cookies.** This website may use cookies and other tracking technologies. A cookie is a small text file that a website can place on your computer's hard drive for record-keeping or other administrative purposes. Cookies may also help customize website content for the particular user. PII cannot be collected via cookies and other tracking technologies. Although most web browsers accept cookies automatically, usually you can modify your browser setting to decline cookies. If you decide to decline cookies, you may not be able to fully use the features of the website, in which case you may need to enable cookies in order to participate in all features of the application.

**Copyright.** Everything on this website is copyrighted. The copyrights are owned by the Funds. All data, page views, source program code and access methods are protected by law, including but not limited to, United States copyright law. The entire content of this domain <https://portal.issisystems.com/isite473/eremit.dll/47317/loginm.asp> (including text, images and attributes) are copyrighted, all rights reserved. Removing or altering the copyright notice on any material on the site is prohibited. All trademarks are proprietary. Misuse of these trademarks is expressly prohibited and may violate federal and state trademark law.

**Restrictions on Use of Content.** You may use the content on this website only for informational, personal, or non-commercial purposes. Any commercial use of the content is prohibited without prior written consent of the Funds. You agree not to modify the documents or graphics on this website or copy or distribute graphics separate from their accompanying text and you agree not to quote materials out of their context. Permission to use our website's contents does not include permission to copy the design elements, look and feel, or layout of the website. No logo, graphic, or image from our website may be copied or retransmitted unless expressly permitted by the Funds.

**No Unlawful or Prohibited Use.** As a condition of your use of the website, you will not use the website for any purpose that is unlawful or prohibited by this Policy. You may not use the website in any manner that could damage, disable, overburden, or impair any servers, or the connected network(s)/server, or interfere with any other party's use of the website.

**Use of the Internet.** Use of the Internet is solely at your own risk and subject to all applicable state, national and international laws and regulations. The Funds will not be liable for any loss resulting from a cause over which we do not have direct control, including but not limited to the failure of electronic or mechanical equipment or communication lines, telephone or other connection problems. The Funds are also not liable for computer viruses, unauthorized access, theft, operator errors, weather related problems, natural disasters, labor problems or governmental restrictions.

**Disclaimer Of Warranty.** The Funds assume no responsibility for errors or omissions in the materials on the website. The Funds further do not warrant the accuracy or completeness of the information, text, graphics, links or other items contained within these materials. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, ALL INFORMATION ON THIS WEBSITE IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND AND THE FUNDS HEREBY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE. IN ADDITION, EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, THE FUNDS DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT, TITLE, OR QUIET ENJOYMENT. In no event shall the Fund's be liable for any direct, special, indirect or consequential damages or any damages whatsoever resulting from any loss of use or data, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use of this website or information available from the website. Except as expressly provided otherwise, you assume all risks concerning the suitability and accuracy of the information within the website. The website may contain technical inaccuracies or typographical errors. The Funds assume no responsibility for and disclaims all liability for any such inaccuracies, errors, or omissions on the website.

**Indemnification.** You agree to defend, indemnify and hold harmless the Funds and all its respective plan sponsors, Trustees, affiliates, directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, and attorneys from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses relating to your use of this website, your violation of the provisions set forth herein, or your violation of any rights of another.

**Plan Documents Prevail.** The Board of Trustees of each Fund has exclusive, full, and complete discretionary authority to interpret each Fund's plan document and to make decisions with respect to all questions arising in the administration, application, and construction of that document. In the case of doubt, conflict, discrepancy, or ambiguity between each plan document and any other source of information regarding your benefits (including, but not limited to, information on this website), the applicable plan document, as interpreted exclusively by the applicable Board of Trustees, will always govern. By using this website, you acknowledge, accept, and agree to all terms and conditions set forth herein. Please do not hesitate to contact the Fund Office if you have any questions.

**Changes to this Policy.** The Funds reserve the right, at their sole discretion, to modify or replace this Policy at any time and this Policy is periodically reviewed and updated as necessary. Any such modifications or changes will become effective immediately upon posting of such changes. Your continued use of this website following the posting of changes to the terms will signify your acceptance of those changes. Please be sure to periodically review the Policy to ensure familiarity with the most current version.

**General Information.** This Policy and the terms set forth herein constitutes the entire agreement between you and the Funds, governing your use of the website. You acknowledge that in providing you access to and use of the website, the Funds have relied on your agreement to be legally bound by the terms set forth herein. By accessing the website, you agree that the statutes and laws of the United States and the State of Maryland, without regard to any principles of conflicts of law, will apply to all matters relating to use of this website, and you further agree that any litigation shall be subject to the exclusive jurisdiction of the courts of the State of Maryland, USA. The failure of the Funds to exercise or enforce any right or provision of these terms does not constitute a waiver of such right or provision. If a court of competent jurisdiction finds any provision of these terms to be invalid, the parties nevertheless agree that the court shall endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these terms remain in full force and effect. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the website or the terms of use must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these terms are for convenience only and have no legal or contractual effect.

**Contact Us.** If there are any questions regarding this Policy, or the use of your PII, please contact:

Attn: Stephen Vaccaro  
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This Policy was last updated on August 1, 2023.