

WEBSITE TERMS OF USE

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Introduction

Please read these Terms and Conditions ("Terms") carefully before using this website <http://www.carpenterbenefits.org> (the "Website"). This Website is operated by the Mid-America Carpenters Regional Council Health Fund, the Mid-America Carpenters Regional Council Pension Fund, the Mid-America Carpenters Regional Council Supplemental Retirement Fund, and the Mid-America Carpenters Regional Council Millmen Pension Fund (each a "Fund" and, collectively, the "Funds") primarily for use by participants, beneficiaries, dependents, and participating employers of the Funds. These Terms apply to all visitors, users and others (a "User," "you" or "your") who access or use the Website.

Consent

Your access to or use of the Website is conditioned on your acceptance of, and compliance with, these Terms. Accordingly, by accessing or using the Website, you accept and agree to be bound by these Terms and the Funds' [Website Privacy Policy](#), which is incorporated herein by reference. If you disagree with any part of these Terms, then you may not access or use the Website.

You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to (i) use the Website in any way that violates any applicable federal, state, local or international law or regulation (including, but not limited to, any laws regarding the export of data or software to and from the U.S. or other countries), (ii) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by the Funds, may harm the Funds or Users of the Website or expose them to liability, (iii) use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, (iv) use any robot 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, (v) use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without the Fund's prior written consent, (vi) use any device, software or routine that interferes with the proper working of the Website, (vii) introduce any viruses, trojan horses, worms or other material that is malicious or technologically harmful, (viii) 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, or (ix) attack the Website or otherwise attempt to interfere with the proper working of the Website.

Use of Information on Website

This material contained on the Website is for informational purposes only and is not intended to be an authoritative or binding presentation of the official rules and regulations of the Funds. Nothing contained on this Website is meant to interpret, extend, or change in any way the governing documents of the Funds.

The Funds have made this Website available to you for you to gain easier access to information about the Funds and your benefits. However, information on this Website does not overrule the official plan documents, rules, and regulations of the Funds, which are subject to change. Only the Funds' Trustees have the authority to interpret their Fund and your rights can only be determined by the provisions of the applicable Fund's governing documents. The information on this Website is not intended to be used as the sole basis of any eligibility or benefit related decision. You cannot claim any benefit, file an appeal, or file a lawsuit against anybody based on your reliance on anything contained in this Website. If you require a formal determination about a critical benefit issue affecting you, your inquiry should be directed in writing to Appeals Committee, Board of Trustees of the Mid-America Carpenters Regional Council Benefit Funds, c/o Plan Administration, 12 E. Erie Street, Chicago, IL 60611.

Website Content

This Website contains information of a general and educational nature about your benefit plan and issues relating to your benefit plan. This Website contains no medical, legal, tax, financial planning or any other form of professional advice. The Funds' Trustees encourage you to make appropriate use of medical, legal, tax, and financial planning professionals in helping you to make prudent decisions regarding the use of your benefit programs.

User Information

If you create an account with us, you must provide information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on the Website. You are solely responsible for backing up all data you input onto the Website.

You acknowledge and agree that the account you create is personal to you and that you will be entirely responsible for maintaining the confidentiality of any password and other account information that you create in order to access or use the Website. You agree to notify us immediately of any unauthorized use of your account, username, or password. We will not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge.

Links To Other Web Sites

The Website may contain links to third party websites or services that are not owned or controlled by the Funds. These links are offered for your convenience and do not constitute an endorsement of those websites. The Funds do not assess the suitability or give any assurance about the potential value of any opinions expressed or the information contained in any outside links referenced in this Website.

We strongly advise you to read the terms and conditions and policies of any third-party websites or services that you visit. The Funds have no control over, and assumes no responsibility for, the content, policies, or practices of any third-party websites or services. You acknowledge and agree that the Funds shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such third party websites or services.

Monitoring

The Funds are under no obligation to monitor the conduct of its Website Users but may investigate and respond if violations are reported. The Funds reserve the right to delete, remove or exclude any User, in our sole discretion, that does not meet our guidelines for the proper use of the Website.

Proprietary Information

The data contained on this Website is proprietary to or properly licensed to the Funds and may not be copied, reproduced, duplicated, modified, distributed, or disclosed without the approval of the Fund. However, you may download materials on any single computer for your personal, noncommercial use. Improper access and use of this Website is strictly prohibited and may subject an unauthorized user to criminal and civil penalties, including indemnification of the Funds for loss or damage caused by unauthorized use. The Funds expressly reserve any and all rights in all content contained on this Website.

All trademarks, including the Fund s' logo, the logos of vendor partners and the affiliated health and vision centers, are proprietary. Misuse of these trademarks is expressly prohibited and may violate federal and state trademark law. Also, please be advised that the Funds aggressively enforce their intellectual property rights to the full extent of the applicable law.

Disclaimer

NEITHER THE FUNDS NOR THEIR EMPLOYEES, OFFICERS, AFFILIATES, TRUSTEES, AGENTS OR ANY RELATED ENTITIES (COLLECTIVELY, "US," "WE" OR "OUR") WARRANT THAT ACCESS TO OR USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT DEFECTS IN THE WEBSITE WILL BE CORRECTED. THIS WEBSITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY WEBSITE-RELATED SERVICE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT AND TITLE/NON-INFRINGEMENT. WE SPECIFICALLY DISCLAIM ALL LIABILITY FROM ERRORS OR OMISSIONS IN, OR THE MISUSE OR MISINTERPRETATION OF, ANY INFORMATION OBTAINED THROUGH THE WEBSITE. WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE WEBSITE'S ACCURACY, COMPLETENESS, SECURITY, QUALITY OR RELIABILITY, INCLUDING WITH RESPECT TO THE INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED ON THIS WEBSITE.

IN NO EVENT WILL WE 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 WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH 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 FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS WEBSITE AND LINKED WEBSITES. WE DO NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF MALWARE OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE WEBSITE AND OF THE INTERNET.

Indemnification

You agree to indemnify, defend and hold harmless the Funds, their affiliates, the plan office, and the Funds' Trustees, officers, directors, employees, agents, contractors, professional advisors, successors and assigns, as applicable, and related entities from and against any claims, losses, damages, expenses or liabilities, including without limitation legal fees and costs, incurred by the Funds arising from or relating to your violation of these Terms.

Governing Law

These Terms shall be governed and construed in accordance with the laws of the United States and, to the extent not preempted, the State of Illinois, without regard to its conflict of law provisions. Any disputes arising out of these Terms shall be adjudicated in a court of competent jurisdiction in the Northern District of the state of Illinois. The Funds' rights and all rights of participants and beneficiaries under the Funds shall be governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), except to the extent ERISA does not preempt state law.

Entire Agreement; Waiver

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us and you regarding the Website and supersede and replace any prior agreements we may have with you regarding the Website.

Changes to Terms of Use

You are responsible for regularly reviewing these Terms. We reserve the right, at our sole discretion, to modify or replace these Terms at any time without advance notice. Any such modifications or changes will immediately become effective upon posting of such changes to the Website. Your continued access or use of the Website will imply your full acceptance of the changes.

Contact Us

If you have any questions about these Terms, you may contact us through any of the following methods:

Email: Administration@carpenterbenefits.org

Mail: Mid-America Carpenters Regional Council Health and Pension Funds
Attention: Plan Administrator
12 E. Erie Street
Chicago, IL 60611

Telephone: 312-787-9455