

**STATEMENT OF LEGAL CONDITIONS
AND TERMS OF USE OF THIS WEBSITE,
INCLUDING PRIVACY STATEMENT
(www.lnpf.org)**

You are deemed to have accepted and to have contractually agreed to the following Legal Conditions and Terms of Use if you view, access or otherwise use any content on this website (a “User”). If you do not wish to be bound by these Legal Conditions and Terms of Use, you must immediately exit the website and not view any of its content beyond this page.

[In Spanish: A Spanish language version of this statement is available from the Pension Fund’s administrative office. You can contact the office at 972-233-4458.]

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Website’s Owner

1. This website is owned by and is the exclusive property of the Laborers National Pension Fund (“Pension Fund”). By using the website, you, a User, is using the property of the Pension Fund and is automatically deemed to accept this Statement of Legal Conditions. The Pension Fund reserves the discretionary right to change this Statement of Legal Conditions at any time and for any reason.

Copyrighted Content

2. All content on the website is copyrighted © 2019 Laborers National Pension Fund, 14140 Midway Road, Suite 105, Dallas, Texas 75244. All rights are reserved.
3. In particular, downloading, copying, reproduction, duplication, replication, depiction, modification, distribution or disclosure of any content on this website for a commercial purpose or for any other purpose not intended by the Pension Fund, without the prior written consent of the Pension Fund’s Board of Trustees, is expressly prohibited and will be treated as a violation of the Pension Fund’s copyright.

Intended Purpose

4. The intended purpose of this website is to provide information about, and access to, the Pension Fund for its participants and beneficiaries, as well as for sponsoring Unions and contributing employers. Such persons and organizations have the Board of Trustees’ consent to download and use content on this website for informational, non-commercial purposes relating to their relationship to the Pension Fund or for other specific uses described on the website.

Disclaimers - No Guarantees

5. The Pension Fund disclaims all express or implied warranties, including any warranty of merchantability, any warranty of fitness for use, and any warranty that the website is free of viruses, worms, trojans, malware, spyware, cookies, trackers, hacking, or other potentially injurious material placed by third parties. While the Pension Fund monitors the website and makes good faith efforts to prevent and correct such malicious material, it cannot guarantee that the website is free of such material or that an unauthorized person cannot hack into the website. Viewing and other use of the website is entirely at your own risk.
6. The Pension Fund does not guarantee or warranty the accuracy, completeness, timeliness, or applicability of any information on this website. Content may be changed without notice, and the Pension Fund makes no commitment to regularly update the information on the website. Users should not rely on and take action based upon the website's content without first contacting the Pension Fund's Fund Office (972-233-4458).

In particular, eligibility for benefits from the Pension Fund can only be determined by the Pension Fund's Fund Office, and no person should leave employment or take other action in the belief that he or she is eligible for benefits without first contacting the Fund Office. For example, no participant should leave employment in reliance on content of this website before speaking with the Fund Office.

7. To the extent that there is a conflict between the website's content and the actual language of the Pension Fund's Agreement and Declaration of Trust, Plan Description, and other governing documents, the Agreement and Declaration of Trust, Plan Description, and other governing documents shall control.
8. The Pension Fund shall not be liable to any User or to any other person or organization for any claim, loss, injury, damages (actual, special, consequential or punitive), indemnification, fine, fee, compensation or remedy of any kind relating to a User's use of the website or the website's content, including any infection of a User's computer or other connection device by malicious or intrusive software or files.
9. Nothing on the website should be construed as financial, tax or legal advice by the Pension Fund or its Board of Trustees.
10. You, as a User, agree that no joint venture, partnership, employment, or agency relationship exists between you and Pension Fund as a result of this agreement or use of the website.

Prohibited Uses Of This Website

11. As a condition of your use of this website, you agree and guarantee to the Pension Fund that you will not use the website for any purpose that is unlawful or prohibited by this Statement of Legal Conditions. Commission of any of the prohibited acts listed below will subject you to the full range of enforcement tools and remedies available to the Pension Fund under law and government regulations. In addition to prohibited acts described elsewhere in this Statement, the following are prohibited acts:

To use of the website in any manner which could damage, disable, overburden, tamper with or impair the website or interfere with any other party's use and enjoyment of the website, including the installation of any malicious or intrusive software, or uploading or posting of any material to the website.

To obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the website.

To access or attempt to access on or through the website private information relating to a person other than the User, or to collect information about others, including e-mail addresses, without their consent.

To post or upload, or attempt to post or upload, on the website any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information, or to abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy) of others.

To upload to the website files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.

To upload to the website files or other materials that contain viruses, trojans, worms, malware, adware, spyware, corrupted files or any other form of intrusive or malicious software or program that could damage or infect the computer or other device used by the User to connect with the website.

To advertise or offer to sell or buy any goods or services for any business purpose, or to conduct or forward surveys, contests, pyramid schemes or chain letters.

To restrict or inhibit any other user from full and proper use of the website.

Remedies For Misuse Of This Website

12. Unauthorized use of the website, including the uploading or posting of material and tampering with any content, will subject the unauthorized User to criminal prosecution as well as to civil liability to the Pension Fund and any affected third party for legal and equitable remedies including compensatory, special, consequential and punitive damages.
13. As a User, you agree that you shall be liable to the Pension Fund for any damage caused by you to the website or the Pension Fund, including actual, special and punitive damages, all costs incurred by the Pension Fund to repair the damage, and attorney fees and related costs incurred in obtaining relief and enforcing the Pension Fund's rights.
14. As a User, you agree to indemnify and hold harmless the Pension Fund (including its Trustees and employees) against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses that relate to your use of the website.
15. The Pension Fund reserves the right to bar any specific User from use of the website, without notice, if the User has engaged in an act that is prohibited by this Statement, has otherwise abused the website, or is perceived by the Pension Fund as presenting a threat to the website.
16. The Pension Fund reserves the right and sole discretion at all times to disclose any information posted to the website as necessary or appropriate to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part.

Links To Other Websites

17. To the extent that the website provides links to other websites, such links are offered solely for the User's convenience. The Pension Fund does not necessarily endorse such other websites and their content, and does not accept any responsibility for the availability, quality, safety, security, suitability, reliability or content of other websites. Users of such links are encouraged to take precautions to protect their computers and other property.

General Privacy Policy

18. Effective use of this website may require acceptance by your computer of a "cookie" or similar file or script from the website. A "cookie" is a normal means by which your computer's web browser holds a small amount of information, either in memory or on the hard-drive, so that the website functions correctly and efficiently during your visit. Cookies do not damage your computer. They cannot read your computer's files or discover any personal information on your computer. If any cookie does not expire when you exit the website or shortly thereafter, you may run a program on your computer to remove the cookie. If a User blocks the Pension Fund's "cookie" in particular or blocks all website "cookies", the User may

not be able to access the website or effectively use it.

19. The website may collect domain names and/or IP addresses of visitors to measure what content they access. The Pension Fund may use software to collect and analyze this information. This information helps the Pension Fund to administer the website and to improve the content and service. This information could enable the Pension Fund to identify visitors, but it does not enable the Pension Fund to view any information in your computer's files. The Pension Fund does not track a visitor's visit to other websites.
20. The Pension Fund does not sell, rent or otherwise provide any personally identifiable information regarding website Users to third parties nor use any such information for purposes other than the proper administration of the Pension Fund including compliance with applicable law.
21. The Pension Fund does not send e-mails to website Users requesting that they make payments or provide personal information of any kind to the Pension Fund or to any third party. If you receive an e-mail purporting to be from the Pension Fund, it may be a fraud or scam known as "phishing". Do not open any attachment to the e-mail nor "click" on any link contained in the e-mail. Please delete any such e-mail and report it to the Pension Fund's Fund Office (972-233-4458).

Password Protected Participant Portal

22. This website contains an interactive feature for Pension Fund participants. After completing a one-time registration process, a participant will be able to enter a password-protected portal on the website and obtain information about his or her pension credits and employer contribution history. The registration process will require the participant to provide certain information needed for the Pension Fund to identify the participant.
23. The Pension Fund will not sell or disclose such personally identifiable information to third parties nor use any such information for purposes other than the proper administration of the Pension Fund, except if and when required by governmental authorities with a lawful right to obtain the information.
24. A participant who registers for access to the participant portal is responsible for keeping his or her password secret so that the personally identifiable information in the portal cannot be accessed by unauthorized persons.

Employers Using Contribution Remittance Portal

25. This website contains an interactive feature through which employers may electronically submit contributions and contribution reports owed to the Pension Fund (I-Remit). Employers wishing to use this I-Remit feature must first contact the Fund Office. After completing a one-time registration process, a contributing employer will be able to enter a password-protected portal on the website for this purpose. An I-Remit user manual is provided by the Fund Office.
26. The Pension Fund will treat the employer's contribution reports and banking information as confidential information that will not be sold, rented, or disclosed and that will not be used for purposes other than the proper administration of the Pension Fund, including compliance with applicable law.
27. Any information provided to the Pension Fund through the website, including the I-Remit feature, is protected by Secure Socket Layer (SSL) technology. The Pension Fund carries a SSL certificate. This technology encrypts sensitive information during online transactions and data transmissions to protect its privacy.
28. Contributions submitted through the I-Remit feature will not be deemed received and paid until they are credited to the Pension Fund's bank account.
29. An employer's use of the website's I-Remit feature constitutes agreement by the employer to the terms of the I-Remit user manual.