

Terms & Conditions

Purpose

The Printing Industries Benefit Trust (“PIBT”) provides a website and secure portal (hereinafter, collectively, the “Portal”) that allows users to:

- Communicate with PIBT staff
- Manage their group health insurance plan
- Manage participant information
- Annually renew their coverage

Agreement

BY ACCESSING THE PORTAL, YOU INDICATE YOUR ACCEPTANCE OF OUR TERMS & CONDITIONS. IF YOU DO NOT ACCEPT OUR TERMS & CONDITIONS, DO NOT USE THE PORTAL.

Using Secure Messaging

PIBT provides users with an interactive online service to help them securely communicate with our staff. You agree that you will not upload or transmit any communications or content of any type (including secure messaging) that infringe upon, misappropriate or violate any rights of any party.

Any personal information you submit to the website (for yourself or someone else) is governed by our website and our Privacy Statement. This includes information on your rights to see and receive copies of your own or others' personal information.

Passwords

PIBT has several tools that allow you to record and store information. You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your PIBT online password or account. It is your sole responsibility to (1) control the disclosure and use of your activation codes and password; (2) authorize, monitor, and control access to and use of your PIBT online account and password; and (3) promptly change your password if you feel it has become compromised; and (4) promptly inform the PIBT Online Help Desk of any need to deactivate an account entirely.

To change your password, select the "Account Settings" tab on the top of the "Company Profile" page after accessing the Portal. To deactivate your account, you must contact the PIBT Online Help Desk at the phone number or using the link found at the bottom of each Portal web page

Breaches of Our Terms & Conditions

In consideration of being allowed to use the Portal, you agree that the following actions shall constitute a material breach of our Terms & Conditions:

- accessing the website by pretending to be another person;
- using secure messaging for any purpose in violation of local, state, national, international laws or posted PIBT policies;
- transmitting material that infringes or violates the intellectual property rights of others or the privacy or publicity rights of others;
- transmitting material that is unlawful, obscene, defamatory, predatory of minors, threatening, harassing, abusive, slanderous, or hateful to any person (including PIBT personnel) or entity as determined by PIBT in its sole discretion;
- using the Portal in a way that is intended to harm, or a reasonable person would understand would likely result in harm, to the user or others;

- collecting information about others, including email addresses; and
- intentionally distributing viruses or other harmful computer code.

PIBT expressly reserves the right, in its sole discretion, to terminate a user's access to the Portal due to any act that would constitute a violation of these Terms & Conditions. To the extent there is an inconsistency between our Terms & Conditions, the Portal and/or our Privacy Statement, our Terms & Conditions shall govern.

Communications by Email

By accepting our Terms & Conditions, you agree to receive essential communications by email. These communications may include, but are not limited to notification that an important message awaits you on the Portal.

Access, Correction and Data Integrity

Although we attempt to maintain the integrity and accuracy of the information on the Portal, we make no guarantees as to its correctness, completeness, or accuracy. The Portal may contain typographical errors, inaccuracies, or other errors or omissions. Also, unauthorized additions, deletions, or alterations could be made to the Portal by third parties without our knowledge. If you believe that information found on the Portal is inaccurate or unauthorized, please inform us by contacting the Online Help Desk.

Revisions, Changes and Updates

We may revise the information on the Portal or otherwise change or update the Portal, including our Terms & Conditions, without notice to you. PIBT may also make improvements and/or changes in products and/or services described on the Portal or add new features at any time without notice. Your continued use of the Portal signifies your continued agreement to our Terms & Conditions as they may be revised.

Links

The Portal may provide links to other websites that are not owned or controlled by PIBT or its affiliated entities ("Third-Party Websites"). We provide links to Third-Party Websites to connect you easily to additional sources of pertinent information that may be of interest to you. We may not have any business relationship with the party that controls this type of third-party website and a link to such a site is offered only as a convenience to you.

PIBT is not responsible for the content, security or the privacy practices of Third-Party Websites. Please review the privacy statement and any terms of use of each third-party website you visit. Unless we specifically advise you otherwise, links to Third-Party Websites do not constitute or imply endorsement by PIBT of those sites, the information they contain or any products or services they describe. PIBT does not receive payment or other remuneration in exchange for you linking to or using any Third-Party Website.

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Limitation of Liability; Choice of Law

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Copyrights

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Any rights not expressly granted by our Terms & Conditions or any applicable end-user license agreements are reserved by PIBT. Content and features are subject to change or termination without notice in the editorial discretion of PIBT.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials appearing on the Portal infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed or access to it blocked.

In addition, if you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet statutory requirements imposed by the DMCA.

In accordance with the DMCA, PIBT has designated an agent to receive notification of alleged copyright infringement in accordance with the DMCA. Any written Notification of Claimed Infringement should comply with Title 17, United States Code, Section 512(c)(3)(A) and should be provided in writing to our designated agent as follows:

Agent: Musick Peeler & Garrett LLP
Address: 650 Town Center Drive
Suite 1200
Costa Mesa, CA 92626
Fax: (714) 668-2490
Phone: (714) 668-2400

Please note: If you materially misrepresent that online material, product, or activity is infringing your copyrights, you may be liable for damages (including court costs and attorneys' fees) and could be subject to criminal prosecution for perjury. We suggest that you consult your legal advisor before filing a notice or counter-notice.

Trademarks and Service Marks

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