

**Terms and Conditions**  
**Last updated: 7/12/2022**

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <https://memberxg.gobasyscom/heartland> website (the "Website") operated by the Michigan UFCW Unions and Employers Retiree Health Plan (the "Plan", "we", "us", or "our").

THE WEBSITE IS MADE AVAILABLE ONLY TO PARTICIPANTS AND RETIREES OF THE PLAN AND THEIR ELIGIBLE DEPENDENTS. BY USING THE WEBSITE, YOU REPRESENT AND WARRANT THAT YOU ARE A PLAN PARTICIPANT OR RETIREE, OR AN ELIGIBLE DEPENDENT OF A PLAN PARTICIPANT OR RETIREE; AND YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS AND CONDITIONS AND OUR PRIVACY POLICY, FOUND AT [PRIVACY POLICY URL], INCORPORATED HEREIN BY REFERENCE. IF YOU ARE NOT ELIGIBLE OR DO NOT AGREE TO THESE TERMS AND CONDITIONS OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE WEBSITE.

**Website Information and Content**

The Website contains information about your benefit plan and issues relating to your benefit plan. This site does not contain any medical, legal, tax, financial planning or any other form of professional advice. The 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.

**Use of Information and Content**

The information, content and 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 Plan. Nothing contained on this Website is meant to interpret, extend or change in any way the governing documents of the Plan.

These Terms and Conditions permit you to use the Website only in connection with your own personal, non-commercial use. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the content or material on the Website without our express permission.

The Board of Trustees of the Plan (the "Trustees") has made this Website available to you for you to gain easier access to information about the Plan and your benefits. However, information on this Website does not overrule the official plan documents, rules, and regulations, which are subject to change. Only the Trustees have the authority to interpret the Plan and your rights can only be determined by the provisions of the Plan'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 the Administrative Manager at 7250 Poe Avenue, Suite 300 Dayton, OH 45414.

## **Disclaimer**

Neither the Plan, nor any Plan office employees, agents, affiliates, Trustees or related entities are responsible for any inaccurate information posted on this Website. We do not guarantee or promise any specific results from the use of our Website. We do not warrant that the functions contained in the software will meet any requirements or needs you may have, or that the software will operate error free, or in an uninterrupted fashion, or that any defects or errors in the software will be corrected, or that the software is compatible with any particular platform.

## **Changes to the Terms and Conditions**

We may revise and update these Terms and Conditions 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 Website thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website. Your continued use of the Website following the posting of revised Terms and Conditions means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

## **Changes to the Website**

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

## **Accounts**

When you create an account with us, you must provide us 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 may not share your username and password with anyone else. You may not allow others to access the Website using your username and password.

## **Security**

You are responsible for changing your password upon entering the system for the first time. You are responsible for safeguarding and maintaining the secrecy of the password that you use to access the Website and for any activities or actions under your password, whether your password is with the Website directly or with a third-party service. You agree not to disclose your password to any third party. 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. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

## **Links To Other Web Sites**

The Website may contain links to third-party web sites or services that are not owned or controlled by the Plan. These links are offered for your convenience and do not constitute an endorsement of those websites. The Plan does 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.

The Plan has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. We are not liable for any transactions conducted with third parties or any liability arising from the representations or information provided on linked sites.

You further acknowledge and agree that the Plan 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 web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

## **Intellectual Property Rights**

The Website, 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 Plan, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. No rights, 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 Plan and its licensors. Any use of the Website not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark, and other laws.

## **Warranty Disclaimer; Limitation of Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, WE MAKE NO WARRANTIES WITH RESPECT TO THE SOFTWARE OR THIS WEBSITE, INCLUDING THE INFORMATION CONTAINED ON THE WEBSITE, AND ALL WARRANTIES ARE EXPRESSLY DISCLAIMED, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR DESIGN, ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR ANY WARRANTY AS TO ACCURACY, AVAILABILITY OR CONTENT.

WE SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO USE OF OR RELIANCE ON THIS WEBSITE OR ANY WEBSITE OPERATED BY A THIRD PARTY TO WHICH A LINK OR REFERENCE IS PROVIDED HEREIN, OR ANY INFORMATION CONTAINED IN THIS WEBSITE OR ANY OTHER WEBSITE, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EVEN IF WE ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR ANY OF OUR EMPLOYEES CREATES ANY WARRANTY. IF AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF USE OF THE WEBSITE. THE LIMITATION ON IMPLIED WARRANTIES MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER RIGHTS UNDER LAW IN SOME STATES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

WE DO NOT GUARANTEE ACCESS TO THIS WEBSITE, OR THAT THIS WEBSITE WILL BE FREE OF VIRUSES, OR THAT THIRD PARTIES CANNOT TAMPER WITH THIS WEBSITE.

### **Indemnification**

You agree to indemnify, defend and hold harmless the Plan, affiliates, the Plan Office, the Trustees, officers, directors, employees, agents, contractors, 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 Plan arising from or relating to your action or inaction in connection with this Website and/or your violation of these Terms and Conditions.

### **Monitoring and Enforcement; Termination**

We have the right to disable or block your access to the Website, or terminate or suspend your access to all or part of the Website, if we, in our sole discretion, believe you have or will violate these Terms and Conditions.

### **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 Ohio, without regard to its conflict of law provisions. Any disputes arising out of the Privacy Policy shall be adjudicated in a court of competent jurisdiction in the United States District Court for the Southern District of Ohio. The Plan's rights and all rights of participants and beneficiaries under the Plan 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.

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 regarding the Website and supersede and replace any prior agreements we might have between us regarding the Website.

### **Monitoring**

The Plan is under no obligation to monitor the conduct of its Website users but may investigate and respond if violations are reported. The Plan reserves the right to delete, remove or exclude any user, in

our sole discretion, that does not meet our intent and guidelines for the proper use of the Website. You are solely responsible for backing up all data you input onto the Website.

### **Entire Agreement**

The Terms and Conditions, and our Privacy Policy constitute the sole and entire agreement between you and the Plan regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

### **Waiver and Severability**

No waiver by the Plan of any term or condition set out in these Terms and Conditions 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 Plan to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions 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 and Conditions will continue in full force and effect.

### **Contact Us**

If you have any questions about these Terms, please contact us at 937.665.1900.