



MASON TENDERS' DISTRICT COUNCIL TRUST FUNDS

520 EIGHTH AVENUE, SUITE 600
NEW YORK, NY 10018-4196
TEL: 1.212.452.9700

ANNA GUTSIN
FUNDS' DIRECTOR

Website Terms of Use

These Terms of Use are entered into by and between you and Mason Tenders' District Council Trust Funds ("Mason Tenders' District Council Trust Funds," "we," "us," or other similar pronouns). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "Terms of Use"), govern your access to and use of member.mtdctrustfunds.org, including any content, functionality, and services offered on or through member.mtdctrustfunds.org (the "Website"). Your use of this Website signifies that you have read and understand these Terms of Use, and that you accept and agree to be bound by these Terms of Use and our Privacy Policy, found at <https://member.mtdctrustfunds.org/wp-content/uploads/2026/02/MTDC-Trust-Funds-Website-Privacy-Policy.pdf>, incorporated herein by reference. If you do not agree to be bound by these Terms of Use, you may not access or use this Website.

You represent and warrant that you are legally able to accept these Terms of Use, and affirm that you are of legal age to form a binding contract. If you do not or cannot agree to these Terms of Use, you may not use the Website.

The Mason Tenders' District Council Trust Funds reserves the right, in its sole discretion, to change, modify, or otherwise alter these Terms of Use at any time, without notice to you. The date on which these Terms of Use was most recently updated is stated at the end of these Terms of Use. To the fullest extent permitted by applicable law, each updated version of the Terms of Use will apply to all past and current users of the Website and will replace any prior version of the Terms of Use. Any changes made to these Terms of Use will only apply prospectively. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You must review the following Terms of Use on a regular basis to keep yourself apprised of any changes.

PLEASE NOTE: THESE TERMS OF USE CONTAIN A BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER PROVISION IN SECTION 13 BELOW THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS OF USE AND HOW DISPUTES BETWEEN YOU AND THE MASON TENDERS' DISTRICT COUNCIL TRUST FUNDS OR OUR AFFILIATES WILL BE RESOLVED. YOU HAVE A TIME-LIMITED RIGHT TO OPT OUT OF THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS, AS FURTHER DESCRIBED IN SECTION 13 BELOW.

1. Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service, information or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict user access, including registered user access, to some parts of the Website or the entire Website.

You must be 18 years of age or older to use the Website and to register with the Website and create an account. To access certain features or areas of the Website, you may be required to provide personal and/or demographic information as part of the Website registration or log-in process. You agree to provide true, accurate, current and complete information about yourself as prompted by the applicable registration or log-in form, and you are responsible for keeping such information up-to-date (including, but not limited to, your contact information, so that we can reliably contact you). The information you submit must describe you only (you may not impersonate another person or entity), and you may not sell, share or otherwise transfer your account or your account information.

You are responsible for all activity occurring using your account or when the Website is accessed through your account, whether authorized by you or not, and for the confidentiality and security of your account log-in credentials. Therefore, if you create an account, be sure to protect the confidentiality of your account username and password. We will not be liable for any loss or damage arising from your failure to protect your username, password or account information. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

2. Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. This information is not intended to, and does not, provide you with specific financial, legal, or medical advice. Further, any financial information contained on this Website is unofficial information and should not be relied upon. You should contact the Fund Office to request any official financial information. We do not warrant the accuracy, completeness, or usefulness of any information on this Website. Any reliance you place on any information on this Website is strictly at your own risk.

The benefits provided by the Mason Tenders' District Council Trust Funds are governed by specific provisions of each respective Plan Document and a number of statutes and regulations, all of which are complex and subject to change. As a result, please note that, in the event of any inconsistency between the Plan Documents and this Website, the Plan Documents shall take precedence.

When making decisions with respect to your benefits, you may wish to consider obtaining independent medical, financial, and legal advice.

3. Rules of Conduct

You agree to comply with the following rules of conduct and limitations when you use the Website:

- Do not remove any copyright, trademark or other proprietary notice from the Website.
- Do not “harvest”, “scrape”, “mine” or otherwise collect information from the Website using an automated software tool or manually on a mass basis. This includes, for example, information about other users of the Website and information about the offerings, products, services and promotions available on the Website.
- Do not use automated means to access the Website, and do not gain or attempt to gain unauthorized access to the Website or to any account or computer system connected to the Website. This prohibition does not apply to search engines accessing the Website solely for web indexing purposes.
- Do not solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes.
- Do not use or attempt to use another’s account without authorization.
- Do not “stream catch” (download, store or transmit copies of streamed content).

- Do not obtain, or attempt to obtain, access to areas of the Website or our systems that are not intended for access by you.
- Do not “flood” the Website with requests or otherwise overburden, disrupt or harm the Website or its systems.
- Do not, and do not attempt to (or encourage or support anyone else’s attempt to) circumvent or reverse engineer the Website or its systems.
- Do not use the Website to violate, plagiarize or infringe the rights of third parties including, without limitation, intellectual property rights.
- Do not develop or use any third-party applications that interact with the Website, other than web browsers for the purposes of viewing the Website for your personal use in accordance with these Terms of Use.
- Do not “frame” our Website or otherwise make it look like you have a relationship to us or that we have endorsed you for any purpose.
- Do not impersonate any person or entity or misrepresent your affiliation with any other person or entity, whether actual or fictitious, including anyone from the Website or the Mason Tenders’ District Council Trust Funds.
- Do not restrict or inhibit any other user or users from using and enjoying the Website.

If you post or upload something to the Website, such as a review, a discussion forum thread, a comment or other content, do not post or upload anything that:

- infringes any third party’s intellectual property right (such as copyright),
- is defamatory (e.g., something that is negative and untrue about another person or entity),
- divulges another person’s or entity’s confidential or private information or trade secret,
- is fraudulent, unlawful, threatening, harassing, abusive, obscene or discriminatory,
- encourages criminal conduct,
- advertises or solicits business for products or services other than those that are offered by the Mason Tenders’ District Council Trust Funds on the Website, or
- contains any virus, malware, spyware or other harmful content or code.

In addition to the foregoing, you must comply with all applicable laws, rules, regulations and contractual obligations when you use the Website. Although the Mason Tenders’ District Council Trust Funds has no obligation to monitor any user conduct on the Website, the Mason Tenders’ District Council Trust Funds reserves the right and has absolute discretion to monitor any user conduct on the Website at any time and for any reason without notice.

4. Electronic Communications

The communications between you and us via the Website use electronic means, whether you visit the Website or send us an email, or whether we post notices on the Website or communicate with you via email. For contractual purposes, you consent to receive communications from us in an electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

Communication by email over the Internet and other publicly accessible networks is not secure. Any information that you send by email may be lost, intercepted, or altered while it is being transmitted.

If you choose to send information to the Funds Office by email or over the Internet, you do so at your own risk. The Mason Tenders' District Council Trust Funds and the Boards of Trustees do not assume any liability for any damages you may experience, or costs you may incur, as a result of sending information by email or, should you request it, as a result of the Mason Tenders' District Council Trust Funds sending information to you by email. This includes any such email that may contain your personal or confidential information.

5. Links to the Website

We permit links to the Website so long as: (i) the Website opens in a new browser window which displays the full version of a web page of the Website (not merely one of its frames, and not an "in-line" link to a particular image or object on the Website), (ii) the link to the Website does not state or imply any sponsorship or endorsement by us of any product, service, content or material; and (iii) the Website is not display framed within, surrounded by or obfuscated by other content. We reserve the right to revoke your right to link to the Website upon notice. If you receive such a notice from us, you agree to immediately discontinue your link to the Website. You will not link to any Website other than in accordance with this Section 5.

6. Links to Third Party Websites

The Website may contain links to other websites or to third party sellers of products and services. Such links are provided for your convenience only, and you access them at your own risk. We are not responsible for, and do not endorse, the content of any such sites, or the products and services sold on them, nor do we take responsibility for the accuracy of any such sites. When you visit a linked site you should read the terms of use and privacy policy that govern that particular linked site.

7. Ownership of Website Content and Submissions

This Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and the design, selection and arrangement thereof) are owned by Mason Tenders' District Council Trust Funds, its licensors, or other providers of such material and are protected under the copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws of the United States of America and other countries. These Terms of Use permit you to use the Website for your personal, non-commercial use. Your use of the Website does not transfer, assign or grant to you any right, title or interest in or to any part of the Website, nor does it grant you any license to use or display any of the foregoing except as expressly permitted below. No part of the Website may be copied, reproduced, republished, exploited, downloaded, uploaded, posted, transmitted, modified, derived, exploited, distributed or used in any manner whatsoever, without our prior written consent or that of the applicable third-party rights owner. You may, however, from time to time, download and/or print one copy of individual pages of the Website for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices. You may not use the Website, or any content or materials received therefrom as training data for artificial intelligence models.

The name "Mason Tenders' District Council Trust Funds" and the Mason Tenders' District Council Trust Funds logos, and all related names, logos, product and service names, designs and slogans are trademarks of us and our affiliates or licensors. You must not use such marks without our prior written permission. All other names, logos, product and service names, designs and slogans on the Website are the trademarks of their respective owners.

If you submit or post any materials or content to the Website, you grant us and our affiliates a royalty free, definitive, perpetual, irrevocable, transferrable, assignable, sub-licensable, worldwide license to use such materials and content, including alterations thereof, in any form, in any media, and via any technology we choose, whether it exists now or is created in the future. You represent that any materials and content posted or otherwise submitted by you to the Website are original to you and that you have the right to grant us these rights.

If you send us your ideas for our organization you grant us and our affiliates a royalty free, definitive, perpetual irrevocable, transferrable, assignable, sub-licensable, worldwide license to use them, and you waive without any form of compensation and you release us from claims that we have used your ideas without your permission. You represent that you have the right to grant us these rights. We are always thinking and creating, and we may have similar ideas of our own.

8. Responsibility for Public Postings and Content

Responsibility for what is posted in public areas of the Website lies with each user: you alone are responsible for the material you post or otherwise make available in public areas of the Website. You alone are responsible for assessing the credibility of other user postings. We do not control the material that you or others may post or otherwise make available in such areas, and you understand that we have no obligation to monitor any such material or to edit or delete it. However, we reserve the right to do so. We are not a publisher of user posts, and we are not responsible for their accuracy or legality.

You also understand and agree that any action or inaction by us, our affiliates or any of our or their trustees, employees, independent contractors, agents, representatives or content or service providers (collectively, “**Our Representatives**”) to prevent, restrict, redress or regulate content, or to implement other enforcement measures against any content, conduct or potential Terms of Use violation is undertaken voluntarily and in good faith, and you expressly agree that neither we nor any of Our Representatives shall be liable to you or anyone else for any action or inaction to prevent, restrict, redress, or regulate content, or to implement other enforcement measures against any content, conduct or potential violation of these Terms of Use.

Although Our Representatives may moderate content, conduct and Terms of Use compliance on the Website at our discretion, Our Representatives have no authority to make binding commitments, promises or representations to anyone that they or anyone else on our behalf will “take care” of any alleged problem or complaint, or that they or anyone else on our behalf will otherwise stop, cure or prevent any problem, content, conduct or purported Terms of Use violation from occurring or recurring. Accordingly, you further agree that any representation (written or verbal) by any of Our Representatives (or by anyone else acting on our behalf or by anyone purportedly acting on our behalf) that we (including but not limited to any of Our Representatives, anyone else acting on our behalf, or anyone purportedly acting on our behalf) would or would not prevent, restrict, redress or regulate content (including, without limitation, screen, block, moderate, review, remove, terminate, delete, edit or otherwise stop, cure or exclude any content), or to implement other enforcement measures against any content, conduct or potential or purported Terms of Use violation is superseded by this provision and is nonbinding and unenforceable. Specifically, you agree that we, Our Representatives and anyone else authorized to act on our behalf shall in no circumstance be liable as a result of any representation that we, Our Representative or anyone else on our behalf would or would not restrict or redress any content, conduct or potential or purported Terms of Use violation. This paragraph may not be modified, waived or released except by a written agreement, dated and signed by the Board of Trustees of the Mason Tenders’ District Council Trust Funds and dated and signed by the individual or entity to whom the modification, waiver or release is granted.

9. Suspension or Termination of Access

We have the right to deny access to, and to suspend or terminate your access to, the Website, or to any features or portions of the Website, and to remove and discard any content or materials you have submitted to the Website, at any time and for any reason, including for any violation by you of these Terms of Use. In addition, we have a policy of terminating the Website usage privileges of users who are repeat infringers of intellectual property rights. In the event that we suspend or terminate your access to and/or use of the Website, you will continue to be bound by these Terms of Use that were in effect as of the date of your suspension or termination.

10. Indemnification

You agree to defend, indemnify and hold harmless the Mason Tenders' District Council Trust Funds and its affiliates, and the Mason Tenders' District Council Trust Funds' and its affiliates' respective trustees, employees, independent contractors, agents, representatives, and content or service providers, from and against any and all claims, damages, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees and expenses) arising out of or related to (i) your use of the Website, (ii) any content or materials you have submitted, (iii) your violation of these Terms of Use or applicable law, (iv) your violation of any rights of another, or (v) your conduct in connection with the Website. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you agree to cooperate with us in defending such claims. This indemnification, defense and hold harmless obligation will survive these Terms of Use and the termination of your use of the Website.

11. Jurisdictional Issues

We control and operate the Website from our facilities in the United States of America, and unless otherwise specified, the materials displayed on the Website are presented solely for the purpose of promoting products and services available in the United States of America, its territories, possessions, and protectorates. We do not represent that the Website, products or services available on the Website are appropriate or available for use in or from other geographic locations. If you choose to access the Website from other locations, you are responsible for compliance with local laws, if and to the extent local laws are applicable.

12. Governing Law; No Waiver; Severability

These Terms of Use, and the relationship between you and us, will be governed by the laws of the **State of New York**, without giving effect to any principles of conflicts of law. The Mason Tenders' District Council Trust Funds reserves the right to pursue any and all legal and equitable remedies against anyone violating these Terms of Use. Our failure to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, unlawful, void or otherwise unenforceable, you and we nevertheless agree that the court should endeavor to give effect to intentions as reflected in the provision and reform such provision such that it is enforceable to the maximum extent permissible under applicable law, and the other provisions of these Terms of Use will remain in full force and effect.

13. Binding Individual Arbitration and Class Action Waiver

A. Disputes. The term “**Dispute**” (i) means any dispute, claim, or controversy between you and us or any of our affiliates regarding the Website or any information, product or service thereon, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Section 13 (with the exception of the enforceability of the Class Action Waiver clause below), and (ii) is to be given the broadest possible meaning that will be enforced. If you have a Dispute with us or any affiliate of ours or any of our or their trustees, employees, independent contractors, agents, representatives, or content or service providers that cannot be resolved through negotiation within the time frame described in the “Notice of Dispute” clause below, other than those matters listed in the Exclusions from Arbitration clause, you and the entity that you have a Dispute with agree to seek resolution of the Dispute only through arbitration of that Dispute

in accordance with the terms of this Section 13, and not litigate any Dispute in court. Arbitration means that the Dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury.

B. Exclusions from Arbitration. YOU AND WE AND OUR AFFILIATES AGREE THAT ANY CLAIM FILED BY YOU OR BY US OR OUR AFFILIATE IN SMALL CLAIMS COURT ARE NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED IN THIS SECTION 13.

C. Right to Opt Out of Binding Arbitration and Class Action Waiver within 30 Days. IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION AND CLASS ACTION WAIVER IN THIS SECTION 13, YOU MUST NOTIFY US IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU FIRST ACCEPT THIS AGREEMENT. YOUR WRITTEN NOTIFICATION MUST BE MAILED TO THE MASON TENDERS' DISTRICT COUNCIL TRUST FUNDS, 520 EIGHTH AVENUE, SUITE 600, NEW YORK, NEW YORK 10018, AND MUST INCLUDE: (I) YOUR NAME, (II) YOUR ADDRESS, (III) THE EMAIL ADDRESS YOU USED TO SET UP YOUR ACCOUNT, IF YOU HAVE ONE, AND (IV) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH US OR OUR AFFILIATES THROUGH ARBITRATION.

D. Notice of Dispute. If you have a dispute with us or any of our affiliates, you must send written notice to the Mason Tenders' District Council Trust Funds, 520 Eighth Avenue, Suite 600, New York, New York 10018, to give us or our affiliate with which you have a dispute the opportunity to resolve the dispute.

E. Informally Through Negotiation. You agree to negotiate resolution of the Dispute in good faith for no less than 60 days after you provide notice of the Dispute, unless the Dispute is resolved within 60 days. If we or our affiliate with which you have a Dispute does not resolve your Dispute within 60 days from receipt of notice of the Dispute, you, we or our affiliate with which you have a Dispute may pursue your claim in arbitration pursuant to the terms in this Section 13.

F. Class Action Waiver. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL LEGAL ACTION, UNLESS BOTH YOU AND THE ENTITY WITH WHICH YOU HAVE A DISPUTE SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION.

G. Initiation of Arbitration Proceeding/Selection of Arbitrator. If you or the entity you have a Dispute with elect to resolve your Dispute through arbitration, the party initiating the arbitration proceeding may initiate it with the American Arbitration Association ("AAA"), www.adr.org, or JAMS, www.jamsadr.com. The terms of this Section 13 govern in the event they conflict with the rules of the arbitration organization selected by the parties.

H. Arbitration Procedures. Because the Website or products or services provided to you by the entity you have a Dispute with concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all related Disputes. However, applicable federal or state law may also apply to the substance of any Disputes. For claims of less than \$100,000, the AAA's Supplementary Procedures for Consumer-Related Disputes ("**Supplementary Procedures**") shall apply including the schedule of arbitration fees set forth in Section C-8 of the Supplementary Procedures; for claims over \$100,000, the AAA's Commercial Arbitration Rules and relevant fee schedules for non-class action proceedings shall apply. The AAA rules are available at

www.adr.org or by calling 1-800-778-7879. Further, if your claims do not exceed \$100,000 and you provided notice to and negotiated in good faith with the entity you had a Dispute with as described above, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorneys' fees and costs as determined by the arbitrator, in addition to any rights to recover the same under controlling state or federal law afforded to the entity you have a Dispute with or you. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. **Such award will be binding and final, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.**

I. Location of Arbitration. You or the entity you have a Dispute with may initiate arbitration in either **New York County, New York or the county in which you reside.** In the event that you select the county of your residence, the entity you have a Dispute with may transfer the arbitration to New York County, New York in the event that it agrees to pay any additional fees or costs you incur as a result of the change in location as determined by the arbitrator.

J. Severability. If any clause within this Section 13 is found to be illegal or unenforceable, that clause will be severed from this Section 13, and the remainder of this Section 13 will be given full force and effect.

K. Continuation. This Section 13 shall survive any termination of these Terms of Use or your use of the Website.

14. JURISDICTION

ANY DISPUTE NOT SUBJECT TO ARBITRATION AND NOT INITIATED IN SMALL CLAIMS COURT WILL BE LITIGATED BY EITHER PARTY IN A COURT OF COMPETENT JURISDICTION ONLY IN **THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR, IF SUCH COURT WOULD NOT HAVE JURISDICTION OVER THE MATTER, THEN ONLY IN A FEDERAL OR NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK.** EACH PARTY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THESE COURTS AND AGREES NOT TO COMMENCE ANY LEGAL ACTION UNDER OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS TOU IN ANY OTHER COURT OR FORUM. EACH PARTY WAIVES ANY OBJECTION TO THE LAYING OF THE VENUE OF ANY LEGAL ACTION BROUGHT UNDER OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS TOU IN THE FEDERAL OR STATE COURTS SITTING IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, AND AGREES NOT TO PLEAD OR CLAIM IN SUCH COURTS THAT ANY SUCH ACTION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

15. DISCLAIMER OF WARRANTIES

THE WEBSITE AND ALL CONTENT AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND NON-INFRINGEMENT). THIS MEANS, FOR EXAMPLE, THAT WE MAKE NO PROMISES THAT:

- THE WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME,

- THE WEBSITE WILL MEET ANY PARTICULAR REQUIREMENTS OR PROVIDE ANY PARTICULAR RESULTS,
- THE INFORMATION ON THE WEBSITE WILL BE ACCURATE OR UP TO DATE,
- THE WEBSITE OR THE INFORMATION TRANSMITTED TO OR FROM IT OR STORED ON IT WILL BE SECURE FROM UNAUTHORIZED ACCESS,
- INFORMATION AND MATERIALS THAT YOU STORE IN YOUR ACCOUNT OR ON THE WEBSITE WILL REMAIN RETRIEVABLE AND UNCORRUPTED (UNLESS WE PROMISE THIS IN A SEPARATE AGREEMENT WITH YOU), OR
- THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS WILL BE CORRECTED.

WITHOUT LIMITING THE FOREGOING, THE MASON TENDERS' DISTRICT COUNCIL TRUST FUNDS DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES REGARDING THE AVAILABILITY, SECURITY, RELIABILITY, ACCURACY, TIMELINESS AND PERFORMANCE OF ANY WEBSITE AND ANY CONTENT, FEATURES, INFORMATION, PRODUCTS OR SERVICES ON OR AVAILABLE THROUGH THE WEBSITE OR THROUGH ANY LINKS ON THE WEBSITE.

IF YOU REQUEST OR OBTAIN A PRODUCT, ONLINE SERVICE OR OTHER OFFERING FROM A THIRD PARTY AFTER FOLLOWING AN ADVERTISEMENT OR LINK ON THE WEBSITE, THE TERMS AND CONDITIONS FOR YOUR TRANSACTION ARE BETWEEN YOU AND THE THIRD PARTY WITH WHOM YOU ENTERED INTO THE TRANSACTION. WE ARE NOT RESPONSIBLE FOR SUCH THIRD PARTY PRODUCTS, ONLINE SERVICES OR OTHER OFFERINGS OR FOR DISPUTES BETWEEN YOU AND THEIR PROVIDERS.

YOU AGREE THAT USE OF THE WEBSITE IS AT YOUR OWN RISK. ALTHOUGH WE TRY TO ENSURE THAT THE INFORMATION POSTED ON THE WEBSITE IS ACCURATE AND UP TO DATE, WE RESERVE THE RIGHT TO CHANGE OR MAKE CORRECTIONS TO ANY OF THE INFORMATION AT ANY TIME. WE CANNOT, AND DO NOT, GUARANTEE THE CORRECTNESS, TIMELINESS, PRECISION, THOROUGHNESS OR COMPLETENESS OF ANY OF THE INFORMATION AVAILABLE ON THE WEBSITE, NOR WILL WE BE LIABLE FOR ANY INACCURACY OR OMISSION CONCERNING ANY OF THE INFORMATION PROVIDED ON THE WEBSITE. NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. WE HEREBY DISCLAIM, AND YOU HEREBY WAIVE, ANY AND ALL WARRANTIES AND REPRESENTATIONS MADE (I) IN WEBSITE LITERATURE, FREQUENTLY ASKED QUESTIONS DOCUMENTS OR SUPPORT DOCUMENTATION, (II) BY OUR CUSTOMER SERVICE AND SUPPORT AGENTS, OR (III) OTHERWISE ON THE WEBSITE OR IN CORRESPONDENCE WITH US OR OUR AGENTS. WE ARE NOT RESPONSIBLE FOR ANY CONTENT OR MATERIALS POSTED TO THE WEBSITE BY USERS, NOR FOR DISPUTES BETWEEN USERS, OR BETWEEN USERS AND THIRD PARTIES.

THESE DISCLAIMERS APPLY TO US AND OUR AFFILIATED AND RELATED COMPANIES AS WELL AS THIRD PARTIES THAT ARE INVOLVED IN THE ADMINISTRATION, CREATION, PRODUCTION OR DISTRIBUTION OF THE WEBSITE, AND ANY OF THEIR EMPLOYEES AND AGENTS.

16. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW:

- NONE OF THE MASON TENDERS' DISTRICT COUNCIL TRUST FUNDS, ITS AFFILIATES, OR ANY OF OUR OR THEIR TRUSTEES, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, REPRESENTATIVES OR CONTENT OR SERVICE PROVIDERS, SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO YOUR ACCESS TO, OR USE OF, THE WEBSITE, INCLUDING BUT NOT LIMITED TO ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT OR COMPUTER VIRUS, OR THE DELETION, FAILURE TO STORE, MISDELIVERY OR UNAVAILABILITY OF ANY INFORMATION, MATERIAL, PRODUCTS, SERVICES, APPLICATIONS OR FEATURES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
- IF AND TO THE EXTENT THE MASON TENDERS' DISTRICT COUNCIL TRUST FUNDS', ITS AFFILIATES', OR ANY OF OUR OR THEIR TRUSTEES', EMPLOYEES', INDEPENDENT CONTRACTORS' AGENTS', REPRESENTATIVES' OR CONTENT OR SERVICE PROVIDERS' MAXIMUM LIABILITY CANNOT, UNDER APPLICABLE LAW, BE ENTIRELY DISCLAIMED PURSUANT TO THE PARAGRAPH IMMEDIATELY ABOVE, THE MASON TENDERS' DISTRICT COUNCIL TRUST FUNDS', ITS AFFILIATES', AND ANY OF OUR OR THEIR TRUSTEES', EMPLOYEES', INDEPENDENT CONTRACTORS', AGENTS', REPRESENTATIVES' AND CONTENT OR SERVICE PROVIDERS' AGGREGATE MAXIMUM LIABILITY TO YOU FOR ANY AND ALL CLAIMS, INCLUDING, BUT NOT LIMITED TO, THOSE BASED ON NEGLIGENCE, IS LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
- BY USING THE WEBSITE, YOU AGREE TO RELEASE AND HOLD HARMLESS THE MASON TENDERS' DISTRICT COUNCIL TRUST FUNDS, ITS AFFILIATES, AND ANY OF OUR OR THEIR TRUSTEES, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, REPRESENTATIVES AND CONTENT OR SERVICE PROVIDERS FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES OF ANY KIND WHATSOEVER RELATING IN ANY WAY TO USE OF THE WEBSITE OR ANY CONTENT OR INFORMATION ACCESSED OR DOWNLOADED FROM THE WEBSITE.

Certain jurisdictions may not allow the exclusion of implied warranties or certain forms of damages, so some of the above exclusions may not apply to you.

17. LIMITATION ON TIME TO FILE CLAIMS

YOU AGREE THAT, REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE WEBSITE OR THE USE THEREOF (INCLUDING, WITHOUT LIMITATION, ANY INFORMATION, CONTENT, PRODUCTS OR SERVICES AVAILABLE ON OR THROUGH THE WEBSITE), OR THESE TERMS OF USE, MUST BE FILED BY YOU WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ACCRUED OR ELSE IT WILL BE PERMANENTLY BARRED AND YOU WILL BE DEEMED TO HAVE WAIVED ANY RIGHTS YOU MAY HAVE TO SUCH CLAIM OR CAUSE OF ACTION.

18. THIRD-PARTY BENEFICIARIES

These Terms of Use is not intended to benefit any third party, and does not create any third party beneficiaries, except the Mason Tenders' District Council Trust Funds' affiliates, which are third-party beneficiaries of these

Terms of Use. Accordingly, these Terms of Use may only be invoked or enforced by you, us, or the Mason Tenders' District Council Trust Funds' affiliates.

19. ENTIRE AGREEMENT

These Terms of Use, our Privacy Policy, and any additional terms and conditions that are referenced herein or otherwise may apply to specific areas of the Website constitute the entire agreement between us and you with respect to the Website. These Terms of Use is personal to you and you may not assign it to anyone.

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