

Privacy Policy and Terms of Use

Sheet Metal Workers' Local Union No. 104 ("Local 104") has created this Privacy Policy and Terms of Use to explain how you may use the information contained on our websites, which includes, for purposes of the Privacy Policy and Terms of Use, and to explain how we use information that you may provide while visiting our website.

Privacy Policy

Local 104 is committed to Internet privacy as demonstrated by the policies set forth herein. Please recognize that Local 104 may, in its sole discretion, modify these policies from time to time by updating this posting, so we encourage you to check this page each time you revisit one of our websites. Your continued use of our websites following any changes to this Privacy Policy will constitute your acceptance of such changes. The date of the latest revision will be listed below so you will know if the policies have changed since you last accessed our website.

Your use of the Local 104 website indicates your acceptance to be bound by the provisions of the Privacy Policy and Terms of Use in effect as of the date of your use. If you do not accept these terms, do not use our website.

The terms "you" and "User" as used herein refer to all individuals and/or entities accessing this website for any reason.

Website Usage; Information Collection

When you visit the Local 104 website, we automatically obtain information about your usage, including, for example, the name of your Internet service provider, the browser and type of computer that you are using, the website that referred you to us, the pages you view and the date and time of those page views. We do not use this information on any kind of individual basis. We do not collect or store personally identifiable information, such as your name, mailing address, e-mail address or phone number, unless you provide that information.

Collection of Personally Identifiable Information

Local 104 provides opportunities for you to provide your contact information to register for the site or in order to engage in Local 104 activities such as dues payment. Any information we collect, such as your name, mailing address, e-mail address, International Union membership number, type of request you are making and any additional information you provide, is collected and stored by Local 104.

Local 104 makes every effort to ensure the secure collection and transmission of your sensitive information using industry-accepted data collection and encryption methodologies, such as SSL (Secure Sockets Layer).

Cookies

A cookie is a piece of data that is stored on a user's hard drive that contains information about that user. Local 104 uses cookies to prepopulate data that you have previously supplied on our website so that you do not need to re-enter such information. We do not use cookies to track user activity on an individual basis.

Local 104's Sharing and Use of Personally Identifiable Information

Local 104 does not share your personal information obtained through Local 104's website with any other party. Local 104 does not sell your personal information to any third party.

We may use your e-mail address to communicate with you about Local 104 activities and offerings, or for administrative purposes, such as notifying you of major website changes, sending messages related to actions you have taken on the site or for member service purposes, unless you opt out of receiving such messages.

When you send e-mail or other communications to us, we may retain those communications in order to process your inquiries, respond to your requests, or improve our services.

We may use both your personally identifying information and certain non-personally identifying information (such as anonymous usage data, IP addresses, browser type, clickstream data, etc.) to improve the quality of your user experience and the design of the website and to create new features, functionality and services by storing, tracking and analyzing user behavior, preferences, trends and actions.

Financial Information and Payments

You may be able to pay dues through our website. We use a secure server for processing payments and financial information.

Security

Local 104 has security measures in place to protect against the loss, misuse and alteration of information within our control. These measures include internal reviews of our data collection, storage and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where we store personal data. We use SSL encryption to protect the transmission of information you submit to us when you use our secure online forms. Please recognize that if you send us an e-mail, the information contained in the e-mail is not secure against interception. So if your communication includes sensitive information, such as your credit card information or Social Security number, and you prefer not to use one of our secure online forms, contact us by mail or by telephone rather than by e-mail.

Corrections/Updating Personal Information

If your personal information changes (such as your ZIP code), or if you wish to have your information removed from our database, contact us and we will endeavor to provide a way to correct, update or remove that personal data provided to us.

Links to Other Websites

Our websites may contain links to other sites. Local 104 is not responsible for the privacy practices or the content on such sites. We encourage our users to be aware when they leave our website and to read the privacy policies of each website that they visit that collects personally identifiable information. This Privacy Policy applies only to information collected through one of Local 104 websites.

Effective Date

This Privacy Policy is made effective as of January 1, 2018.

Terms Of Use

By accessing the Local 104 website, which includes the Terms of Use, you are indicating your acceptance to be bound by the provisions of these Terms of Use and Privacy Policy, which is incorporated herein by reference. If you do not accept any of these terms, do not access the site. Local 104 may, in its sole discretion, revise these Terms of Use at any time by updating this posting. Although we may attempt to notify you when major changes are made to these Terms of Use, you should visit this page periodically to review the most up-to-date Terms of Use because they are binding on you. By continuing to use this website following our posting of such changes, you agree to be bound by the Terms of Use, as modified.

The terms “you” and “User” as used herein refer to all individuals and/or entities accessing this website for any reason.

1. Eligibility

By accessing the Local 104 website, you represent and warrant that you are 18 years of age or older, or an emancipated minor, or possess legal parental or guardian consent, and that you have the right, authority and capacity to agree to and abide by these Terms of Use. In any case, you affirm that you are above the age of 13, as the Local 104 website is not intended for children under 13. You also represent and warrant that you will use the website in a manner consistent with any and all applicable laws and regulations.

2. Acceptable Use of this Site

Local 104 hereby grants you permission to access and use the website as set forth in these Terms of Use, provided that:

- (a) You may not collect any personally identifiable information of others, including user names or e-mail addresses, from the website.
- (b) You may not use the Local 104 website in violation of any applicable law or regulation.

(c) You may not use the website for any commercial purposes without the prior written authorization of Local 104. You agree not to transmit or otherwise make available any unsolicited advertising, promotional information, bulk e-mail or other solicitation.

(d) You may not circumvent, disable or otherwise interfere with security-related features of the website, or our servers or networks connected to our website, including, without limitation, the following activities: (i) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (ii) attempting to interfere with communication to any user, host or network, including, without limitation, via means of submitting a virus to this site, overloading, “flooding,” “spamming,” “mailbombing” or “crashing”; or (iii) transmitting or otherwise making available any content containing any “virus,” “worm” or “trojan horse” or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. Violations of system or network security may result in civil or criminal liability. Local 104 will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

(e) You may not use or launch any automated system, including, without limitation, “robots,” “spiders” or “offline readers,” that accesses the website in a manner that sends more request messages to Local 104 servers in a given period of time than a human can reasonably produce in the same period by using a conventional online Web browser. Notwithstanding the foregoing, Local 104 grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials but not caches or archives of such materials. Local 104 reserves the right to revoke these exceptions either generally or in specific cases.

(f) You may not alter or modify any part of the website.

(g) You may not harass, threaten, embarrass or cause distress, unwanted attention or discomfort to a person or entity on or through the website or its communication systems.

(h) You may not transmit or otherwise make available on or through the website any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, violent, vulgar, obscene, hateful or racially, ethnically or otherwise objectionable, or potentially libelous or inflammatory, as solely determined by Local 104.

(i) Local 104 reserves the right to change or discontinue any aspect of the website at any time, for any reason and without notice to you.

(j) Local 104 reserves the right to suspend or terminate a user’s access to the website, without prior notice and at Local 104’s sole discretion.

(k) This list of permissions and restrictions, along with the other terms discussed below, is not intended to be complete, but merely illustrative. We reserve the right in our sole and final judgment to determine whether your conduct violates conduct requirements for the website.

3. Your Use of Content on the Site

In addition to the restrictions above, the following restrictions and conditions apply specifically to your use of content on Local 104 website.

(a) The content on the website, including, without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (collectively, “Local 104 Content”) is owned by or licensed by Local 104. Similarly, the trademarks, service marks and logos contained on the website are owned or licensed by Local 104 (“Local 104 Marks”). Except as otherwise provided in these Terms of Use, Local 104 Content and Local 104 Marks may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any purpose whatsoever without the prior written consent of Local 104. Local 104 reserves all rights not expressly granted in and to Local 104 Content and Local 104 Marks.

(b) The website is made available for your personal, noncommercial use only. As part of such use, you may display, download and/or print pages from the site; you may link to the website; and you may forward website materials to others for personal, non-commercial uses that are reasonably related to the website’s purposes. Local 104 reserves the right to revoke its consent to any such use or linkage either in general or in specific instances, in its sole discretion.

(c) You understand that when using the Local 104 website, you will be exposed to Local 104 Content and third-party content from a variety of sources, and that Local 104 makes no warranty about the accuracy, usefulness, safety or intellectual property rights of or relating to such Local 104 Content, or other third-party content.

(d) The website may contain links to third-party websites that are not owned or controlled by Local 104. Local 104 has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third-party websites, including but not limited to those websites’ security practices and protections. We encourage you to be aware when you leave the website and to read the terms and conditions and privacy policy of each other website that you visit.

5. Digital Millennium Copyright Act

If you are a copyright owner or an agent thereof and believe that any Local 104 Content on the website infringes upon your copyright, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing Local 104’s Copyright Agent with the following information in writing (see 17 U.S.C § 512(c)(3) for further details):

- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit Local 104 to locate the material;

- A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are, or are authorized to act on behalf of, the owner of an exclusive right that is allegedly infringed;
- Your name, mailing address, telephone number and e-mail address; and
- A physical or electronic signature of the owner of the exclusive right that is allegedly infringed, or that of the person authorized to act on behalf of the owner.

Local 104's designated Copyright Agent to receive notifications of claimed infringement is: Local 104 Financial Secretary/Treasurer, 2610 Crow Canyon Rd., Suite 300, San Ramon, CA 94583. You acknowledge that if you fail to comply with all of the above requirements, your DMCA notice may not be valid.

For clarity, only DMCA notices should go to the Copyright Agent. Please use the Contact Us form for any other feedback, comments, requests for technical support, or other communications with Local 104.

6. Disclaimer of Warranty

THIS WEBSITE IS PROVIDED TO YOU "AS IS." YOU AGREE THAT YOUR USE OF THE LOCAL 104 WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, LOCAL 104, AS WELL AS ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "LOCAL 104 PARTIES"), DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. LOCAL 104 PARTIES CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS WEBSITE. NOR DO LOCAL 104 PARTIES GUARANTEE THAT THE WEBSITE WILL BE ERROR FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. LOCAL 104 PARTIES DO NOT WARRANT, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE PROVIDED, ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE LOCAL 104 WEBSITE OR ANY WEBSITE HYPERLINKED OR FEATURED IN ANY BANNER OR OTHER ADVERTISING.

7. Limitation on Liability

IN NO EVENT SHALL LOCAL 104 PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER OR NOT THEY ARE FORESEEABLE, RELATING TO THIS WEBSITE, INCLUDING ANY DAMAGES RESULTING FROM ANY (I) ERRORS, MISTAKES OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE; (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (IV)

INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE; (V) BUGS, VIRUSES, TROJAN HORSES OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY; AND/OR (VI) ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF OR INABILITY TO USE OUR WEBSITES OR ANY CONTENT POSTED, E-MAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA LOCAL 104 WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LOCAL 104 IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE THAT LOCAL 104 PARTIES SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. TO THE EXTENT THESE LAWS APPLY TO YOU, SOME OF THE PROVISIONS SET FORTH IN THIS AGREEMENT MAY NOT APPLY.

8. Indemnity

You agree to defend, indemnify and hold harmless Local 104 Parties, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt and expenses (including, but not limited to, attorney's fees), of whatever nature, arising from: (i) your use of the Local 104 website; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third-party right, including without limitation any copyright, property or privacy right; (iv) any claims relating to a third-party website or third-party content accessed via the Local 104 website. This defense and indemnification obligation will survive these Terms of Use and your use of Local 104 website.

9. Miscellaneous

These Terms of Use and Privacy Policy shall be governed by the internal substantive laws of California, without respect to its conflict of laws principles. Any claim or dispute between you and Local 104 that arises in whole or in part from Local 104 website shall be decided exclusively a court of competent jurisdiction whose geographic jurisdiction includes San Ramon, California.

These Terms of Use and Privacy Policy, together with any other legal notices published by Local 104 on the website, shall constitute the entire agreement between you and Local 104 concerning Local 104 website and supersedes prior agreements, if any, between you and Local 104 relating to any matter dealt with in these Terms of Use and Privacy Policy. If any provision of these Terms of Use or Privacy Policy is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect. No waiver of any term of these Terms of Use and Privacy Policy shall be deemed a further or continuing waiver of such term or any other term, and Local 104's failure to assert any right or provision under these Terms of Use and Privacy Policy shall not constitute a waiver of such right or provision. These Terms of Use and Privacy Policy, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Local 104 without restriction. These Terms of Use and Privacy Policy and the rights and obligations created hereunder shall be binding upon and inure solely to the benefits of the

parties hereto and their respective successors and assigns, and nothing in these Terms of Use and Privacy Policy, express or implied, is intended or should be construed to confer upon any other person any right, remedy or claim under or by virtue of these Terms of Use and Privacy Policy.

You and Local 104 agree that any cause of action arising out of or related to Local 104 website must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms of Use are made effective as of January 1, 2018.