

Terms of Use

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Please read carefully before using this Site and the Payment Portal.

This website ("Site") and the online payment portal ("Payment Portal") is owned and operated by the District Council 16 International Union of Painters and Allied Trades ("DC16", "we", "our," or "us"). These Terms of Use apply to any access or use by you ("you," "your," or "User") of the [www.dc16iupat.org] website (the "Site"), Payment Portal, widgets, and other mobile interactive features associated with the Site (collectively, our "Services"). We may offer other services in connection with our Site and Payment Portal. We also offer information through our official social media pages that we control (our "Social Media Pages"), as well as through email messages that we send to you (collectively, the Services, Social Media Pages and Site, the "Sites"). At times, the DC16 Site may redirect members to the International Union of Painters and Allied Trades ("IUPAT") Member Mobile Application ("MMA"), and away from the main DC16 website, in order to provide the member with the necessary information. The Payment Portal has member related information collected and shared by and between DC16, IUPAT, and the International Integrated Membership Data System (IMS) with your Local Union. These Terms of Use do not apply to the IUPAT or any other Local Union websites.

By accessing, browsing, or otherwise using the Site, you agree to be legally bound by these Terms of Use.

PLEASE READ THESE Terms of Use CAREFULLY. YOUR USE OF THE SITE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS OF USE. DO NOT USE THE SITE IF YOU ARE UNWILLING OR UNABLE TO BE BOUND BY THE TERMS OF USE.

We expressly reserve the right to revise these Terms of Use at any time and such revision shall be posted here and accessible via this link: [www.dc16iupat.org]. Any revision and/or addition to these Terms of Use shall become effective and binding on you when you continue to use the Sites on or after the effective date of such revision and/or addition.

Payment Portal

Generally: DC16 is providing its members with the ability to pay his/her union dues through an online payment system (i.e. the Payment Portal). The Payment Portal allows members to pay on a monthly, quarterly, or yearly basis. The information collected will be shared with IUPAT in order to process the portion of your dues which is a per capita payment and to assure that you receive the benefits associated with your membership in

that organization. The information is also shared through the International Integrated Membership Data System (IMS) with your Local Union for the same reasons/purposes.

The Payment Portal, and use of any of the Sites generally, are subject to this Terms of Use and the Privacy Notice [www.dc16iupat.org]. **Members who use the Payment Portal agree and affirm that they have read, understand, and specifically consent to the provisions in the Terms and Privacy Notice.**

Membership Dues: You will have two (2) options to pay union membership dues through the Payment Portal. First, you can prepay your membership each month, quarter, or on a yearly basis. The prepayment option requires that you manually pay your membership dues through the Payment Portal. Second, membership dues can be paid by setting up autopay. Autopay allows you to create a monthly autopay through our third-party service provider. Through the autopay option, each month your designated account or credit card will be automatically charged for membership dues owed.

Cancellation and No-Refund Policy: DC16 has a NO REFUND policy. Any payments made for membership dues are non-refundable without exception. If you have questions regarding your union membership, status of your membership and/or over-the-counter dues payment obligations, please contact your local union office. **By making a payment through the Payment Portal, you are confirming that you have read, understand, and specifically consent to DC16's Cancellation and No-Refund Policy.**

Cancellation Process: As a member, only you are able to log into the Payment Portal and change or cancel any autopay or monthly payment option. If you have set up the autopay option, you are solely responsible for terminating the account and autopay. CANCELLATION OF YOUR MEMBERSHIP DOES NOT AUTOMATICALLY CANCEL PAYMENT OF YOUR DUES THROUGH THE PAYMENT PORTAL. DC16 HAS NOT ABILITY OR RESPONSIBILITY TO CANCEL ANY PAYMENTS SET-UP THROUGH THE PAYMENT PORTAL. YOU ARE SOLELY RESPONSIBLE AND MUST LOG-IN AND MANUALLY CANCEL YOUR DUES AND ANY RECURRING (AUTOPAY) PAYMENTS. Cancellation occurs immediately so next scheduled payment will be cancelled.

License to Use the Site

We grant you a personal, limited, nonexclusive license to access and use the Site, its contents, or any part of them (individually and collectively, the "Site Content") for your personal, individual, non-commercial, and non-automated use only. You may not access or use the Site except for these express purposes and as expressly allowed by these Terms of Use.

Privacy and Security

You acknowledge that you have read, understand and agree to our Privacy Notice, located at [www.dc16iupat.org]. The Privacy Notice governs the collection, use and disclosure of your Personal Information. The Privacy Notice is hereby incorporated into and made part of these Terms of Use by reference.

Restrictions on Use

You are responsible for your access or use of the Site.

(a) Site Content: Without limitation to these Terms of Use, you may not sell, re-distribute, re-publish, re-transmit, display publicly, modify, create derivative works from, or otherwise exploit the Site, its contents, or any part of them (individually and collectively, the “**Site Content**”). We expressly retain all right, title and interest in and to the Site Content, including, without limitation, all intellectual property rights therein and thereto. Except as expressly permitted by these Terms of Use, any use of the Site Content may violate copyright and/or other applicable laws.

(b) Third Party Content: In addition to the Site Content, the Site may contain information and materials provided by third parties, including, but not limited to IUPAT and International Integrated Membership Data System (IMS) with your Local Union (collectively, “**Third Party Content**”). Third Party Content is the copyrighted work of its owner, who expressly retains all right title and interest in and to the Third Party Content, including, without limitation, all intellectual property rights therein and thereto. In addition to being subject to these Terms of Use, Third Party Content may also be subject to different and/or additional terms of use and/or privacy notices of such third parties. Please contact the appropriate third party for further information regarding any such different and/or additional terms of use applicable to Third Party Content.

(c) Trademarks: DC16, IUPAT, the IUPAT Logo and all of our product names are trademarks and services marks of IUPAT (collectively “**IUPAT Trademarks**”), and nothing in these Terms of Use shall be construed as granting any license or right to use the IUPAT Trademarks without its prior written consent. All trademarks, service marks and logos included on the Sites (“**Marks**”) are the property of IUPAT or third parties, and you may not use such Marks without the express, prior written consent of IUPAT or the applicable third party.

(d) No Automated or Non-Human Means of Access: You also may not access or use the Site through any automated or non-human means, such as through bots, spiders, scripts, or software; you may not access or use the site for purpose of scraping, harvesting, mining, or other data extraction; and you may not access or use the site for any interference, disruption, or other illegal or unauthorized purposes, such as interference

with the Site's operations or interference with access to the Site and such as through viruses, Trojan horses, worms, time bombs, cancelbots, or other such applications.

(e) Additional permissions: You may request additional permissions to use any Site Content by contacting us as described on the Site. In making any such request, you represent and warrant that all information and statements you provide to us are true and accurate and that you are authorized to act on behalf and to bind any organization on whose behalf you may be requesting permissions.

You may make no use of the Site Content not expressly allowed in these Terms of Use until and unless we contact you and grant additional permissions—and then only exactly in line with any such permissions. If not expressly stated otherwise in our grant of any such additional permissions, our grant of any such permissions is revocable at any time by us and expires six months after the date of the grant. Additionally, if granted any such permissions, you represent and warrant that your use of any permitted Site Content will not violate any applicable law, rule, or regulation, violate the rights of any third party (including without limitation by defamation or violating any rights or publicity or privacy).

(f) Monitoring of Site Content and use of Site: We reserve the right, but do not undertake the obligation, to monitor the use of the Sites, and to investigate and take appropriate legal action against any party that uses the Sites in violation of these Terms of Use or applicable law. We reserve the right to accept, reject or modify any Site Content, but assumes no liability based on its acceptance, rejection, modification or failure to modify any Site Content.

Your Messages, Requests, or Other Comments or Content to or for Us

The Sites may provide you with the ability to contact us through e-mail addresses, contact forms, or other means. To the extent that you do so and send along any ideas, input, feedback, or anything of similar nature, you grant us a perpetual, irrevocable, nonexclusive, royalty-free license to use any such ideas, input, feedback, or anything of similar nature to change our existing products or services, to develop new products or services, or otherwise in our business.

Notwithstanding anything to the contrary set forth herein or otherwise, we will have the right to collect and analyze data and other information relating to the provision, use or performance of the Sites and related systems and technologies (including information concerning user data and data derived therefrom), and to aggregate and/or anonymize all such data and information. DC16 will be free at any time to: (i) use such information and data to improve and enhance DC16's offerings; and (ii) disclose such data in aggregate or other de-identified form in connection with its business. Any such use of

information under this provision shall be in conformance with our Privacy Notice, available at [www.dc16iupat.org].

Linked Websites and Services

The Sites may contain links to and integrations with third party websites and services, and you agree that we provide links to and integrations with such websites and services solely as a convenience and has no responsibility for the content or availability of such websites or services, and that we do not endorse such websites or services (or any products or other services associated therewith). Access to any other internet site linked to the Sites is at your own risk, and we are not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made on these sites. Your use of such websites and services will be subject to the terms applicable to each such website and service. You may not post a link that directs users to any content or information that would constitute a violation of these Terms of Use.

Limitation of Liability

(a) Indemnification: YOU AGREE TO DEFEND AND INDEMNIFY US FOR ANY CLAIMS RESULTING FROM OR RELATING IN ANY WAY TO YOUR BREACH OF ANY PROVISION OF THESE TERMS OF USE AND YOUR USE OF THE SITE OR ANY SITE CONTENT.

(a) Disclaimer of Warranties: EXCEPT AS EXPRESSLY SET FORTH IMMEDIATELY IN THESE TERMS OF USE, WE PROVIDE THE SITES (INCLUDING WITHOUT LIMITATION ANY AND ALL SITE CONTENT) “AS IS,” WITHOUT WARRANTY OF ANY KIND; AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE PROVISION OF THE SITE AND ANY CONTENT ON IT—INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE ENTIRE RISK IN THE USE OF THE SITES RESTS WITH YOU. DC16 SHALL NOT BE LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY LOSSES OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OR RELIANCE ON ANY MATERIAL CONTAINED ON THE SITES. DC16 MAKES NO REPRESENTATION OR WARRANTY THAT THE AVAILABILITY OF THE SITES OR THAT THE SITE WILL BE UNINTERRUPTED, OR THAT THE SITES AND/OR THE SITE CONTENT WILL BE ERROR FREE OR THAT ALL ERRORS WILL BE CORRECTED.

(b) Limitation of Liability: TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE THAT DC16 AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, DATA, USE, OR GOODWILL) RESULTING OR

RELATING IN ANY WAY TO YOUR ACCESS OR USE OF (OR INABILITY TO ACCESS OR USE) THE SITES (OR ANY SITE CONTENT)—WHETHER BASED ON WARRANTY, CONTRACT, TORT/NEGLIGENCE, OR OTHER LEGAL THEORY—EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF IUPAT AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AND AGENTS UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

Changes to these Terms of Use

We reserve the right to amend these Terms of Use at our discretion and at any time. When we make changes to these Terms of Use, we will post the new Terms of Use on the Sites. By continuing to access, browse, or otherwise use the Sites, you agree to be legally bound by any such new Terms of Use.

Location of the Sites and your Use

We operate or control the operation of the Sites from the United States. In addition, the Sites may be mirrored, and other websites operated or controlled by us may be operated from various locations in and outside of the United States. We make no representation or warranty that all of the features of the Sites will be available to you outside of the United States, or that the Sites are permitted to be accessed outside of the United States. Additionally, the Sites may not be helpful or relevant to all international users. You acknowledge that you are solely responsible for any decision by you to use the Sites from locations outside of the United States, and that such use may be subject to, and that you are responsible for, compliance with applicable local laws.

Governing Law and Jurisdiction

These Terms of Use will be governed by and construed in accordance with the laws of the State of California & Nevada, without reference to its conflict of laws principles. All claims/disputes arising out of or relating to these Terms of Use will be submitted to the exclusive jurisdiction of a court of competent jurisdiction located in California & Nevada and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue.

General

These Terms of Use constitute the entire agreement between you and us with respect to matters set forth in these Terms of Use and supersede any prior or contemporaneous understanding or agreement; and there are no third-party beneficiaries to these Terms of Use. These Terms of Use will bind and inure to the benefit of any assignees or successors in interest of or to you or us. Section and paragraph headings in these Terms of Use are used for convenience and reference only and in no way define, limit, extend or otherwise describe the scope or intent of these Terms of Use and may not affect the meaning or interpretation of these Terms of Use. If any provision of these Terms of Use is deemed invalid or unenforceable, that provision will be reformed and construed consistently with applicable law as nearly as possible to reflect the original intentions of these Terms of Use; and in any event, the remaining provisions of these Terms of Use will remain in full force and effect. No waiver of any of the provisions of these Terms of Use is a waiver of any other provision, whether or not similar, nor does any waiver constitute a continuing waiver.

Contacting Us

If there are any questions regarding these Terms of Use or if you encounter any problems using the Payment Portal, please contact our Centralized Dues Department during business hours of 7:00 am to 4:30 pm, Monday through Friday:

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