

# Terms and Conditions

**Agreement between User and APWU Electronic Grievance System (EGS)** Welcome to APWU Electronic Grievance System (EGS). The APWU Electronic Grievance System (EGS) website (the "Site") is comprised of various web pages operated by UnionSoft LLC ("UnionSoft"). APWU Electronic Grievance System (EGS) is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of APWU Electronic Grievance System (EGS) constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference. APWU Electronic Grievance System (EGS) is a Software Site.

## **Privacy**

Your use of APWU Electronic Grievance System (EGS) is subject to UnionSoft's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

## **Electronic Communications**

Visiting APWU Electronic Grievance System (EGS) or sending emails to UnionSoft constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

## **Your Account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that UnionSoft is not responsible for third party access to your account that results from theft or misappropriation of your account. UnionSoft and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

## **Children Under Thirteen**

UnionSoft does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use APWU Electronic Grievance System (EGS) only with permission of a parent or guardian.

## **Cancellation/Refund Policy**

Dependent upon the application you are using, cancellation is subject to the terms of the contract with client.

**Links to Third Party Sites/Third Party Services**

APWU Electronic Grievance System (EGS) may contain links to other websites ("Linked Sites"). Linked sites are not under the control of UnionSoft and UnionSoft is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. UnionSoft is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by UnionSoft of the site or any association with its operators.

Certain services made available via APWU Electronic Grievance System (EGS) are delivered by third party sites and organizations. By using any product, service or functionality originating from the APWU Electronic Grievance System (EGS) domain, you hereby acknowledge and consent that UnionSoft may share such information and data with any third party with whom UnionSoft has a contractual relationship to provide the requested product, service or functionality on behalf of APWU Electronic Grievance System (EGS) users and customers.

**No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use APWU Electronic Grievance System (EGS) strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to UnionSoft that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of UnionSoft or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. UnionSoft content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of UnionSoft and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant

you any licenses, express or implied, to the intellectual property of UnionSoft or our licensors except as expressly authorized by these Terms.

### **International Users**

The Service is controlled, operated and administered by UnionSoft from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the UnionSoft Content accessed through APWU Electronic Grievance System (EGS) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless UnionSoft, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. UnionSoft reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with UnionSoft in asserting any available defenses.

### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and UnionSoft agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

### **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. UNIONSOFT LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

UNIONSOFT LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION,

SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. UNIONSOFT LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL UNIONSOFT LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF UNIONSOFT LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

**Termination/Access Restriction**

UnionSoft reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Tennessee and you hereby consent to the exclusive jurisdiction and venue of courts in Tennessee in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and UnionSoft as a result of this agreement or use of the Site. UnionSoft's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of UnionSoft's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by UnionSoft with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed

superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and UnionSoft with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and UnionSoft with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

#### **Changes to Terms**

UnionSoft reserves the right, in its sole discretion, to change the Terms under which APWU Electronic Grievance System (EGS) is offered. The most current version of the Terms will supersede all previous versions. UnionSoft encourages you to periodically review the Terms to stay informed of our updates.

#### **Contact Us**

UnionSoft welcomes your questions or comments regarding the Terms:

UnionSoft LLC  
370 S. Lowe Ave.  
Suite A-149  
Cookeville, TN 38501

Email Address:  
[support@apwuegs.com](mailto:support@apwuegs.com)

Telephone number: 800-213-1974

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Effective as of February 12, 2024

## **Privacy Policy**

Protecting your private information is our priority. This Statement of Privacy applies to APWU Electronic Grievance System (EGS), and UnionSoft LLC and governs data collection and usage. For the purposes of this Privacy Policy, unless otherwise noted, all references to UnionSoft LLC include APWU Electronic Grievance System (EGS) and UnionSoft. The UnionSoft website is a Software Tool site. By using the UnionSoft website, you consent to the data practices described in this statement.

### **Collection of your Personal Information**

In order to better provide you with products and services offered, UnionSoft may collect personally identifiable information, such as your:

- First and Last Name
- Mailing Address
- E-mail Address
- Phone Number

If you purchase UnionSoft's products and services, we may collect billing and credit card information. This information is used to complete the purchase transaction.

We do not collect any personal information about you unless you voluntarily provide it to us. However, you may be required to provide certain personal information to us when you elect to use certain products or services. These may include: (a) registering for an account; (b) entering a sweepstakes or contest sponsored by us or one of our partners; (c) signing up for special offers from selected third parties; (d) sending us an email message; (e) submitting your credit card or other payment information when ordering and purchasing products and services. To wit, we will use your information for, but not limited to, communicating with you in relation to services and/or products you have requested from us. We also may gather additional personal or non-personal information in the future.

### **Use of your Personal Information**

UnionSoft collects and uses your personal information to operate and deliver the services you have requested.

UnionSoft may also use your personally identifiable information to inform you of other products or services available from UnionSoft and its affiliates.

### **Sharing Information with Third Parties**

UnionSoft does not sell, rent or lease its customer lists to third parties.

UnionSoft may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is not transferred to the third party. UnionSoft may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to UnionSoft, and they are required to maintain the confidentiality of your information.

UnionSoft may disclose your personal information, without notice, if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on UnionSoft or the site; (b) protect and defend the rights or property of UnionSoft; and/or (c) act under exigent circumstances to protect the personal safety of users of UnionSoft, or the public.

### **Tracking User Behavior**

UnionSoft may keep track of the websites and pages our users visit within UnionSoft, in order to determine what UnionSoft services are the most popular. This data is used to deliver customized content and advertising within UnionSoft to customers whose behavior indicates that they are interested in a particular subject area.

### **Automatically Collected Information**

Information about your computer hardware and software may be automatically collected by UnionSoft. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the UnionSoft website.

### **Use of Cookies**

The UnionSoft website may use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize UnionSoft pages, or register with UnionSoft site or services, a cookie helps UnionSoft to recall your specific information on subsequent visits. This simplifies the process of recording your personal information,

such as billing addresses, shipping addresses, and so on. When you return to the same UnionSoft website, the information you previously provided can be retrieved, so you can easily use the UnionSoft features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the UnionSoft services or websites you visit.

### **Links**

This website contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

### **Security of your Personal Information**

UnionSoft secures your personal information from unauthorized access, use, or disclosure. UnionSoft uses the following methods for this purpose:

- SSL Protocol

When personal information (such as a credit card number) is transmitted to other websites, it is protected through the use of encryption, such as the Secure Sockets Layer (SSL) protocol.

We strive to take appropriate security measures to protect against unauthorized access to or alteration of your personal information. Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, you acknowledge that: (a) there are security and privacy limitations inherent to the Internet which are beyond our control; and (b) security, integrity, and privacy of any and all information and data exchanged between you and us through this Site cannot be guaranteed.

### **Right to Deletion**

Subject to certain exceptions set out below, on receipt of a verifiable request from you, we will:

- Delete your personal information from our records; and
- Direct any service providers to delete your personal information from their records.

Please note that we may not be able to comply with requests to delete your personal



information if it is necessary to:

- Complete the transaction for which the personal information was collected, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, provide a good or service requested by you, or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract between you and us;
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity;
- Debug to identify and repair errors that impair existing intended functionality;
- Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law;
- Comply with the California Electronic Communications Privacy Act;
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when our deletion of the information is likely to render impossible or seriously impair the achievement of such research, provided we have obtained your informed consent;
- Enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us;
- Comply with an existing legal obligation; or
- Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.

### **Children Under Thirteen**

UnionSoft does not knowingly collect personally identifiable information from children under the age of thirteen. If you are under the age of thirteen, you must ask your parent or guardian for permission to use this website.

### **E-mail Communications**

From time to time, UnionSoft may contact you via email for the purpose of providing support, announcements, promotional offers, alerts, confirmations, surveys, and/or other general communication. In order to improve our Services, we may receive a notification when you open an email from UnionSoft or click on a link therein.

### **Changes to this Statement**

UnionSoft reserves the right to change this Privacy Policy from time to time. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified in your account, by placing a prominent notice on our website, and/or by updating any privacy information. Your continued use of the website and/or Services available after such modifications will constitute your: (a) acknowledgment of the modified Privacy

Policy; and (b) agreement to abide and be bound by that Policy.

**Contact Information**

UnionSoft welcomes your questions or comments regarding this Statement of Privacy. If you believe that UnionSoft has not adhered to this Statement, please contact UnionSoft at:

UnionSoft LLC  
370 S. Lowe Ave.  
Suite A-149  
Cookeville, TN 38506

Email Address:  
support@apwuegs.com

Telephone number: 800 213 1974

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Effective as of February 12, 2024