TERMS AND CONDITIONS OF SERVICE

The following terms and conditions (“Terms and Conditions”) govern your use of this Web Site (the “Site”), and by accessing, viewing, or using the material on the Site, you indicate that you understand and intend these Terms and Conditions to be the legal equivalent of a signed, written contract, and equally binding, and that you accept such Terms and Conditions and agree to be legally bound by them. If you do not agree with the Terms and Conditions, you are not granted permission to use the Site and should exit immediately. Labor-Management Healthcare Fund has made every effort to present the information contained on this site accurately, but additions, deletions and changes may occur. Labor-Management Healthcare Fund has no obligation to update this site and any information presented may be out of date and may contain inaccuracies or errors. The information is also limited in nature and does not contain all the applicable terms, conditions, limitations or exclusions of the products and services referenced. The information contained in this site is general in nature and is not a substitute for professional health care. It is not meant to replace the advice of health care professionals. If you have specific health care needs, or for complete health information, please see a doctor or other health care provider. The Web site highlights LABOR-MANAGEMENT HEALTHCARE FUND’S health products and services, and is for educational purposes only. To check any information or discuss anything about benefits, call LABOR-MANAGEMENT HEALTHCARE FUND at (716) 601-7982.

Proprietary Rights.

All material contained in this Site is protected by law, including but not limited to, United States copyright law. Except as indicated, LABOR-MANAGEMENT HEALTHCARE FUND is the owner of the copyright in the entire content (including images, text and look and feel attributes) of this Website and reserves all rights in that regard. Removing or altering the copyright notice on any material on the Site is prohibited. LABOR-MANAGEMENT HEALTHCARE FUND also owns a copyright in this Site as a collective work and/or compilation, and in the selection, coordination, arrangement, organization and enhancement of Site content. Any commercial use of Site content is prohibited without the prior written consent of LABOR-MANAGEMENT HEALTHCARE FUND. Except as indicated, LABOR-MANAGEMENT HEALTHCARE FUND owns all trademarks, service marks or other logos featured on the Site. Use or misuse of these trademarks, service mark or logos is expressly prohibited and may violate federal and state law. Please be advised that LABOR-MANAGEMENT HEALTHCARE FUND actively and aggressively enforces its intellectual property rights to the fullest extent of the law.

Communications with Our Website.

LABOR-MANAGEMENT HEALTHCARE FUND welcomes your feedback and suggestions about how to improve our products and services and this Site. By transmitting any suggestions, information, material, or other content (collectively, “Content”) to LABOR-MANAGEMENT HEALTHCARE FUND, you automatically grant LABOR-MANAGEMENT HEALTHCARE FUND the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, redistribute, transmit, perform and display such Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content. Further, LABOR-MANAGEMENT HEALTHCARE FUND is free to use any ideas, concepts, know-how, techniques, and suggestions contained in any communications you send to this Site for any purpose whatever, including but not limited to creating and marketing products and/or services using such information. LABOR-MANAGEMENT HEALTHCARE FUND is not responsible and shall not be liable for the contents of Content posted to the Site by visitors or persons other than LABOR-MANAGEMENT HEALTHCARE FUND employees. Opinions or comments contained in Content reflect the views of the author and not of LABOR-MANAGEMENT HEALTHCARE FUND unless LABOR-MANAGEMENT HEALTHCARE FUND expressly states to the contrary.

No Solicitation or Offer.

This Site is designed to provide general information about LABOR-MANAGEMENT HEALTHCARE FUND, its products and services. Information on the Site is not intended to constitute an offer to sell or a solicitation of any particular product or service.

No Medical Services or Advice.

Nothing contained, expressed or implied in the Site is intended as nor shall be construed as medical advice. No doctor-patient relationship is established between LABOR-MANAGEMENT HEALTHCARE FUND and you by reason of your use of this Site or under any circumstances whatsoever. Individual inquiries about medical issues, or sensitive or confidential matters should be addressed to appropriate health care professionals.

No Legal Advice.

Nothing contained, expressed, or implied in this Site is intended as, nor shall be construed or understood as, legal advice, guidance, or interpretation. No attorney-client relationship is established between LABOR-MANAGEMENT HEALTHCARE FUND and you by reason of your use of this Site or under any circumstances whatever. The information in this Site is for general informational purposes only. If you have questions about any law, statute, regulation, or requirement expressly or implicitly referenced in this Site, you should contact your own legal counsel.

Confidentiality Cannot be Guaranteed.

Please be advised that the confidentiality of any communication or material transmitted to LABOR-MANAGEMENT HEALTHCARE FUND via this Site or Internet electronic mail cannot be guaranteed, including personal information such as your address or social security number. To ensure private and personalized attention, you may also contact LABOR-MANAGEMENT HEALTHCARE FUND.

Privacy Statement.

LABOR-MANAGEMENT HEALTHCARE FUND has a Statement disclosing what information we collect about visitors, how we use such information, the steps we take to secure such information, how you can view and correct such information, and how you can decline to have information about you collected or used. Click here to view the Privacy Statement, which is incorporated by reference, as if set forth fully herein.
Securities Information.

This Site and information contained herein does not constitute an offer or a solicitation of an offer for the purchase or sale of any securities. The Site contains information and press releases about LABOR-MANAGEMENT HEALTHCARE FUND, and although this information was believed to be accurate as of the date prepared, LABOR-MANAGEMENT HEALTHCARE FUND disclaims any duty or obligation to update such information. To the extent that any information is deemed to be a "forward looking statement" as defined in the rules and regulations of the Securities Act of 1933, as amended, such information is intended to fit within the "safe harbor" for forward looking information and is subject to material risk factors which may or may not be disclosed herein.

Disclaimer of Warranty and Liability.

USE OF THIS SITE IS ENTIRELY AT YOUR OWN RISK. LABOR-MANAGEMENT HEALTHCARE FUND IS NOT RESPONSIBLE FOR THE CONSEQUENCES OF RELIANCE ON ANY INFORMATION CONTAINED IN OR SUBMITTED TO THE SITE, AND THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. THESE MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. LABOR-MANAGEMENT HEALTHCARE FUND SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR LOST PROFITS, WHICH MAY RESULT FROM THE USE OF, ACCESS TO, OR INABILITY TO USE THESE MATERIALS. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF LABOR-MANAGEMENT HEALTHCARE FUND TO YOU EXCEED THE PRICE PAID FOR USE OF THE SITE.

Corrections and Changes.

While we endeavor to keep the materials on the Site up to date, LABOR-MANAGEMENT HEALTHCARE FUND cannot assume responsibility for any errors or omissions in these materials. LABOR-MANAGEMENT HEALTHCARE FUND further does not warrant the accuracy or completeness of the information, text, graphics, links or other items contained within these materials. LABOR-MANAGEMENT HEALTHCARE FUND may make changes to these materials, or to the products or services described herein, at any time without notice, and makes no commitment to update the information contained herein. LABOR-MANAGEMENT HEALTHCARE FUND reserves the right to terminate your access to the Site in the event that you violate these Terms and Conditions, or for any reason whatever.

Indemnification.

You agree to defend, indemnify, and hold harmless LABOR-MANAGEMENT HEALTHCARE FUND, its affiliates and subsidiaries, and all of their respective directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, and attorneys from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including attorney’s fees and litigation expenses) relating to or arising from your use of the Site and any breach by you of these Terms and Conditions.

Links to Other Web Sites.

This Site contains links to other Internet Web sites for the convenience of users in locating information and services that may be of interest. Visitors to the Site acknowledge that these third-party sites are maintained by persons or organizations over which Labor-Management Healthcare Fund exercises no control, and Labor-Management Healthcare Fund expressly disclaims any responsibility for the content, the accuracy of the information and/or quality of products or services provided by or advertised on these third-party sites. Labor-Management Healthcare Fund does not control, endorse, promote, or have any affiliation with any other Web site unless expressly stated in the Site.

Use of the Internet.

Use of the Internet is solely at your own risk and is subject to all applicable state, national and international laws and regulations. LABOR-MANAGEMENT HEALTHCARE FUND will not be liable for any loss resulting from a cause over which they do not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, natural disasters, strikes or other labor problems, wars, or governmental restrictions.

Governing Law and Jurisdiction.

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of New York, without reference to its choice of law rules. By accessing, viewing, or using the material on the Site, you consent to the jurisdiction of the federal and state courts presiding in New York, and agree to accept service of process by mail and hereby waive any and all jurisdictional and venue defenses otherwise available. This Site is controlled and operated by LABOR-MANAGEMENT HEALTHCARE FUND from its offices within the United States. LABOR-MANAGEMENT HEALTHCARE FUND makes no representation that materials in the Site are appropriate or available for use in other locations, and access to them from territories where their contents are illegal is prohibited. Those who choose to access this Site from other locations do so on their own volition and are responsible for compliance with applicable local laws. These Terms and Conditions constitute the entire agreement between you and LABOR-MANAGEMENT HEALTHCARE FUND with respect to your use of the Site. If any part of these Terms and Conditions is held to be invalid or unenforceable for any reason, the remaining parts will remain in full force and effect. You acknowledge that, in providing you access to and use of the Site, LABOR-MANAGEMENT HEALTHCARE FUND has relied on your agreement to be legally bound by these Terms and Conditions. Users of this site agree that LABOR-MANAGEMENT HEALTHCARE FUND has no liability with respect to any actions taken as a result of or in connection with viewing any information contained on the Web site. You agree to use this site and submit information at your own risk. Some areas of our site may provide links to other external sites that we don't own, control or influence. We reserve the right to change these links and to remove any site at any time. Our site is intended to fit within the "safe harbor" for forward looking information. We do not create any contractual or other legal rights in or on behalf of any party. Please contact the Labor-Management Healthcare Fund.