

**Terms of Use**  
**Massachusetts Bay Transportation Authority Retirement Fund**  
March 2020

Our website available at [www.mbtarf.com](http://www.mbtarf.com) (the “**Website**”) is provided to you by the Massachusetts Bay Transportation Authority Retirement Fund (“**Retirement Fund**,” “**we**,” “**us**” or “**our**”).

To assist you in using our Website, and to explain the relationship arising from your use of our Website and the information, products, and services offered through it (collectively, “**Services**”), we have created (i) these Terms of Use (the “**Terms**”), and (ii) a Privacy Policy. Our Privacy Policy explains how we treat certain information that we have about you, including Personal Information (as defined in the Privacy Policy), and our Terms govern your use of our Website and participation in our Services.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU USE OUR WEBSITE. BY USING THE WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, PLEASE DO NOT USE OUR WEBSITE.

**1. Retirement Fund Background; Certain Defined Terms.** The Retirement Fund is a private trust, established originally pursuant to a Declaration of Trust, dated January 1, 1948 (the “**1948 Trust Agreement**”). The Retirement Fund is a contributory defined benefit retirement plan for a single employer, and, as a governmentally sponsored plan, is exempt from the Employee Retirement Income Security Act of 1974 (“**ERISA**”). The Retirement Fund is governed by two documents: (i) the Amended and Restated Trust Agreement, dated July 19, 2019 (the “**Trust Agreement**”), by and among the Massachusetts Bay Transportation Authority (the “**Authority**”), Local 589, Amalgamated Transit Union, AFL-CIO (the “**Union**”), and the Retirement Board of the Retirement Fund, which superseded the 1948 Trust Agreement and the October 28, 1980 Amended Trust Agreement, and (ii) the Pension Agreement, dated as of July 1, 2014 (the “**Pension Agreement**”), which is the product of a collective bargaining agreement between the Authority and the Union. Capitalized terms not defined herein have the meanings ascribed to them in the Pension Agreement.

**2. Scope of these Terms.** Our Terms apply to any visitor to the Website (collectively, “**you**”), including (i) casual visitors to our Website who do not sign up for an account on the Website (“**Site Visitors**”), and (ii) Members, Retired Members, and other users who have registered with the Retirement Fund through the Website (collectively, “**Registered Users**”). These Terms only apply to your use of the Website and receipt of Services through the Website. These Terms do not apply to your use of third-party websites (as further set forth in Section 9 (Links to Third-Party Websites)), or to the information, products, and services that you obtain from the Retirement Fund through other means.

**3. Your Agreement.** These Terms govern your use of the Website and the Services. Please read these Terms carefully as they impose legal obligations on you and us. By accessing and using our Website, you acknowledge and agree to be legally bound by these Terms. In addition, for certain activities on the Website, we may further confirm your consent by asking you to click an “I accept” or similar button. If you do not agree with these Terms, please refrain from using our Website.

**4. Obtaining a Password; Use of Your Password.** If you are a Registered User and obtain a username and password, please keep in mind that we will treat anyone who uses your username and password as “you.” We will provide this user with all of the rights and privileges that we provide to you, and we will hold you responsible for user activities associated with your username and password. We therefore recommend that you maintain your username and password in confidence, and that you refrain from

disclosing this information to anyone who might “pretend” to be you with respect to your use of our Website. Please notify us immediately as provided in Section 20 (Contact Us) if you suspect that someone is using your username and password in an inappropriate manner.

**5. Grant of Rights to Users.** Based on your agreement to comply with these Terms, we grant you the right to access and use all publicly available and, if expressly authorized, password-protected areas of our Website, Website Content (as defined below), and Services in order to: (i) learn more about the Retirement Fund and our services; (ii) access Services available through the Website; (iii) provide information to us through our Website; and (iv) download and print pages on our Website (collectively, the “**General Permitted Purposes**”). We strictly prohibit use of the Website, Website Content, and Services for any purpose other than the General Permitted Purposes.

**6. Retirement Fund Ownership; Reservation of Rights.** As between the parties, all information, software, artwork, trademarks, text, video, audio, pictures, logos, and other content on the Website or embodied in our Services, including all associated intellectual property rights (collectively, the “**Website Content**”), are the property of the Retirement Fund and its licensors, are protected by U.S. and international copyright and other intellectual property laws, or are used under principles of fair use. The Retirement Fund and its licensors retain all rights with respect to the Website, Website Content, and Services except those expressly granted to you in these Terms. You agree not to duplicate, publish, display, distribute, modify, or create derivative works from the material available through the Website or Services unless specifically authorized by these Terms or in writing to do so by the Retirement Fund. The term “Website Content” expressly excludes Submitted Content.

**7. Submitted Content.** The term “**Submitted Content**” means information that you submit to our Website or otherwise make available to us, including, but not limited to: (i) feedback, questions, comments, and suggestions you provide to us; (ii) word documents, PDFs, images, audiovisual files, and other files that you provide to us; and (iii) any other information or materials you provide to us or post directly or indirectly on our Website.

**7.1. Grant of Rights in Submitted Content.** By providing Submitted Content, and subject to your rights in Personal Information set out in our Privacy Policy, you authorize us to copy, modify, display, distribute, perform, use, and otherwise exercise applicable rights in the Submitted Content without compensation to you and for so long as we deem warranted (collectively, the “**Use Rights**”). In addition, you authorize us to permit third-parties to exercise these Use Rights as necessary. By way of example, the Use Rights include the right for us to publish Submitted Content on our Website in whole or in part, and whether cropped, adopted, altered, or otherwise manipulated, for as long as we choose.

**7.2. Requisite Permission for Providing Submitted Content.** By providing Submitted Content, you represent and warrant that you own such Submitted Content (including any copyright and other intellectual property rights therein), or that you have obtained sufficient authority and right in and to the Submitted Content in order to provide the Use Rights.

**7.3. Submitted Content Containing Personal Information.** If you provide Submitted Content to the Website that includes Personal Information (as this term is defined in our Privacy Policy), we will treat such Submitted Content in accordance with our Privacy Policy.

**7.4. Right to Decline Submitted Content.** We expressly reserve the right to refuse to use (or to disable or remove) Submitted Content that for any reason, including if we conclude, in our sole

discretion, that such Submitted Content violates these Terms or our Privacy Policy, or is incompatible with the purposes of our Website or our operations.

**8. Code of Conduct; Revocation or Suspension of Use Privileges.** By using our Website, you agree to comply with these Terms, and to follow our Code of Conduct, which is set out below. Under this Code of Conduct, you shall not:

- Use the Website or Services for purposes that are unlawful, obscene, harmful, hateful, invasive of the privacy of others, objectionable, or otherwise prohibited by these Terms;
- Use the Website in a manner that could disable, overburden, or impair the Website or Services or interfere with another party's use and enjoyment of the Website and Services, such as through sending "spam";
- Seek to obtain access to any Services, materials, accounts, or information through hacking, data harvesting, data mining, or through other means we have not intentionally made available to you through the Website or Services; or
- Infringe the Retirement Fund's or any third-party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy.

We reserve the right at any time to terminate or suspend your use of some or all of the Website or Services immediately without notice if you engage in activities that we conclude, in our sole discretion, breach our Code of Conduct or otherwise violate these Terms or our Privacy Policy.

**9. Links to Third-Party Websites.** Our Website may contain links or references to other websites. We have no control over these other sites or their content and do not assume responsibility or liability for any content, opinions, or material available on them. We do not endorse the content of any third-party site, nor do we warrant that a third-party site will be free of computer viruses or other harmful code that can impact your computer or other web-access device. If you link to any third-party site through the Website, Website Content, or Services, please be aware that you are doing so at your own risk. We encourage you to review any third-party website's terms of use and privacy policy as those, and not our Terms and Privacy Policy, are applicable to your use of their site and any information that they collect.

## **10. Disclaimers.**

**10.1. Website Features.** The Services may include, by way of limited example (i) summaries and explanations of the Trust Agreement and Pension Agreement, and (ii) mechanisms for you to obtain information about your retirement benefits (such as a retirement benefit estimate calculator). Although the Retirement Fund has used commercially reasonable efforts to provide you with clear and accurate information, THE FEATURES OF THE WEBSITE, INCLUDING THE SERVICES AND WEBSITE CONTENT, ARE BEING PROVIDED TO YOU FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT TO BE RELIED ON FOR ANY PURPOSES. BY ACCESSING THE WEBSITE, YOU ACKNOWLEDGE AND AGREE THAT THE RETIREMENT FUND AND ITS LICENSORS AND THEIR SERVICE PROVIDERS SHALL NOT BE BOUND BY ANY INFORMATION ON THE WEBSITE, INCLUDING THE SERVICES AND WEBSITE CONTENT. ADDITIONALLY, THE WEBSITE, SERVICES, AND WEBSITE CONTENT ARE NOT A SUBSTITUTE FOR LEGAL OR TAX ADVICE. THE RETIREMENT FUND AND ITS LICENSORS AND THEIR SERVICE PROVIDERS DO NOT PROMISE THAT THE WEBSITE OR SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, OR WITHOUT INACCURACIES. THE WEBSITE, WEBSITE CONTENT, AND SERVICES ARE DELIVERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WHEN YOU ACCESS THE WEBSITE OR WEBSITE CONTENT, OR USE THE SERVICES, YOU DO SO AT YOUR OWN RISK. THE RETIREMENT FUND AND ITS LICENSORS AND SERVICE PROVIDERS DO NOT WARRANT OR REPRESENT THAT

MATERIALS YOU DOWNLOAD FROM THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL FEATURES OR INACCURACIES.

**10.2. Warranty Disclaimers.** THE RETIREMENT FUND AND ITS LICENSORS AND THEIR SERVICE PROVIDERS DISCLAIM: (i) ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (ii) ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, OR LEGALITY OF INFORMATION AVAILABLE THROUGH THE WEBSITE OR SERVICES; AND (iii) ANY RESPONSIBILITY OR LIABILITY FOR HARM RESULTING FROM DOWNLOADING OR ACCESSING INFORMATION THROUGH THE WEBSITE, INCLUDING HARM CAUSED BY VIRUSES OR SIMILAR DESTRUCTIVE FEATURES. YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE, SERVICES, AND WEBSITE CONTENT IS AT YOUR SOLE RISK.

**11. Limitation of Liability.** UNDER NO CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL THE RETIREMENT FUND AND ITS LICENSORS AND THEIR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF, OR ARE RELATED TO, YOUR USE OF THE WEBSITE, WEBSITE CONTENT, OR SERVICES. IN NO EVENT SHALL THE RETIREMENT FUND'S AGGREGATE LIABILITY TO YOU FOR ANY LOSS, DAMAGE, OR CLAIM RELATED TO OR ARISING OUT OF THE WEBSITE, WEBSITE CONTENT, OR SERVICES EXCEED ONE HUNDRED DOLLARS (\$100.00).

**12. Indemnity.** You agree to defend, indemnify, and hold the Retirement Fund and its subsidiaries, affiliates, officers, directors, agents, and employees harmless from any liability to third-parties, including reasonable attorneys' fees, arising from or related to your breach of these Terms or a claim that Submitted Content or other material that you provide to us violate the rights of a third-party.

**13. Monitoring Website Use.** You agree that we have the right and discretion to monitor any activity and content associated with our Website, Website Content, and Services. We may investigate any reported violation of these Terms or complaints relating to the Website, Website Content, and Services, and may take any action that we believe is appropriate including, but not limited to, removing materials from the Website and terminating/suspending your access to the Website.

**14. Modifications to these Terms.** We may modify these Terms from time to time at our discretion. If we modify these Terms, then such modifications shall take effect proactively, upon your subsequent access to the Website. You may print out a copy of these Terms for your records.

**15. Assignment.** These Terms shall not be assignable by you, either in whole or in part. We reserve the right to assign the rights and obligations under these Terms for any reason and in our sole discretion.

**16. General.** These Terms shall be governed in all respects by the laws of the Commonwealth of Massachusetts, without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in, the state and federal courts sitting in the judicial district that includes Boston, Massachusetts. The parties further agree that any cause of action arising under these Terms shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

**17. Claims Against Other Users.** You agree that in the event that you have any right, claim, or action against visitors or other users of our Website arising out of that person's use of the Website, then you will pursue such right, claim, or action independently of, and without recourse to, us.

**18. Translations.** These Terms may be translated into languages other than English (collectively, "Translations"). Any communications sent by us to you shall be sent in English. Dispute resolution procedures arising out of either these Terms or the Translations shall be conducted in English, and the English version of these Terms shall control over the Translations.

**19. Survival.** In addition to any right or obligation that by its nature or intent is intended to survive any termination or expiration of these Terms, the following provisions shall survive the termination or expiration of these Terms and shall apply indefinitely: (i) Section 6 (Retirement Fund Ownership; Reservation of Rights); (ii) Section 7 (Submitted Content); (iii) Section 8 (Code of Conduct; Revocation or Suspension of Use Privileges); (iv) Section 10 (Disclaimers); (v) Section 11 (Limitation of Liability); (vi) Section 12 (Indemnity); (vii) Section 16 (General); (viii) Section 19 (Survival); and (ix) Section 22 (Complete Agreement).

**20. Contact Us.** We welcome your feedback or suggestions. If you have suggestions or concerns, or questions about these Terms, please contact us at:

The MBTA Retirement Fund  
Attention: Webmaster  
One Washington Mall, 4th Fl.  
Boston, MA 02108  
Phone: (617) 316-3800  
Email: [webmaster@mbtarf.com](mailto:webmaster@mbtarf.com)

**21. Additional Terms.** Certain portions of the Website and Services may be subject to additional or different terms and conditions. We will notify you if those portions of the Website or Services are subject to terms and conditions that differ from these Terms, and you will have the opportunity to decline to participate in those portions of the Website or applicable Services if you do not agree with the differing terms and conditions.

**22. Complete Agreement.** These Terms must be read in conjunction with our Privacy Policy and the provisions of our Privacy Policy are incorporated herein. To the extent that the Terms conflict with the Privacy Policy, the terms of the Privacy Policy shall control. Please note that, except as expressly stated otherwise, these Terms only apply to your use of our Website. These Terms and the Privacy Policy set forth the entire understanding and agreement between you and us with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.

**23. Effective Date.** The effective date of these Terms is March 31, 2020.