

## Attention All Contractors!

**Would you like to receive Joint Industry Board (“JIB”) notifications via e-mail?**

**JOIN us and Go Green!**



The Joint Industry Board of the Electrical Industry has launched the JIB Online Information Network (“JOIN”) for contractor e-mail. JOIN allows you to receive certain JIB information and notifications via e-mail instead of regular paper mail and faxes. It is important to remember that even a small change can make a significant impact on the world (and on your mailbox). By electing to receive important JIB notifications via JOIN instead of through the mail, you will cut down the amount of paper used, help the environment, and reduce the clutter in your office. Once enrolled, you will receive an e-mail alert every time new information is being sent to you by JOIN.

**Complete this form and you are on your way!**

*Enrollment in JOIN does not eliminate your right to request and receive paper copies of notices and other documents free of charge.*

- ▶ **If you wish to disenroll in the JOIN program at any time, you may obtain a form from the Joint Industry Board office.**

# **JIB Online Information Network (JOIN)**

## **Terms of Use for Contractor E-mail**

### ***Introduction***

These Terms of Use list the requirements and conditions for participating in JOIN. By signing the JOIN enrollment form, you signify your consent to all of the requirements and conditions set forth here. If you decline to accept these Terms of Use, you will not be enrolled in JOIN and will have no related rights or responsibilities.

### ***Definitions***

In this Agreement:

- “JOIN” means the JIB Online Information Network.
- The words “Terms of Use” or “Agreement” mean this document.
- “JIB” means the Joint Industry Board of the Electrical Industry.
- “Affiliates” are business entities with whom the JIB has partnered to administer its benefit plans. Affiliates do not include other organizations with whom the JIB has a business relationship. Local 3 of the IBEW, for example, is not considered an Affiliate for the purposes of JOIN.

### ***JOIN Overview***

JOIN is a program that allows members of the JIB to receive selected JIB correspondence via email instead of US mail. JOIN covers the following types of correspondence:

- Informational correspondence, typically required by law, about benefit plans administered by the JIB. Examples include summary plan descriptions and plan amendments.
- Other, more general correspondence which the JIB periodically sends to its members. Examples include newsletters or announcements about upcoming events.

Not all correspondence sent by the JIB is eligible for electronic distribution. The JIB determines which correspondence is eligible for electronic distribution based on technological and other factors.

### ***Discontinuing JOIN***

You may choose to end your participation in JOIN at any time by submitting a written request to the JIB by calling the JIB at (718) 591-2000. Once you end your participation in JOIN, you will again receive correspondence from the JIB through the US mail. There is no fee charged for discontinuing JOIN.

### ***Software and Hardware Requirements***

To access correspondence sent to you as part of JOIN, you need a valid email address and a modern web browser. Supported browsers include Internet Explorer version 6 (or higher), Safari version 3 (or higher), and Firefox version 3 (or higher). Other browsers may also work but are not formally supported. Consult the user’s guide for your browser for information about other hardware and software requirements.

All JOIN documents are emailed in Portable Document Format (PDF). You will need Adobe Acrobat Reader version 8 or higher to view the PDF documents. Adobe Acrobat Reader can be downloaded free of charge at <http://www.adobe.com/products/reader/>.

### ***Paper Copies of Correspondence***

You have the right to receive paper copies of any correspondence sent to you as part of JOIN. To generate a paper copy of a JOIN document, open the PDF file and select *file* and *print* from the Acrobat menu. To receive paper copies of correspondence via US mail, call the JIB at (718) 591-2000. There is no charge for requesting paper copies of correspondence by US mail.

### ***Maintaining Current and Accurate Information***

You agree to provide true, accurate, current, and complete information about yourself when you enroll in JOIN, and you agree not to misrepresent your identity.

If you change your email address, you agree to update the JOIN system within five business days.

### ***Undeliverable Email***

If the JIB receives notice that correspondence is undeliverable to the email address you have provided, it will make a second attempt to deliver the correspondence the following business day. If the second email is also undeliverable, the JIB will suspend your participation in JOIN until you correct the address as outlined in “Maintaining Current and Accurate Information.” You will receive all correspondence from the JIB via US mail during the time that your participation in JOIN is suspended.

### ***Data Privacy***

Information you supply to the JIB when enrolling in JOIN will only be used by the JIB and its Affiliates as part of JOIN. It will not be disclosed to any other party except as required by applicable law.

**Modification of these Terms of Use**

The JIB reserves the right, at its sole discretion, to change these Terms of Use and provide notice of such changes to you via email or US mail.

**Termination**

Either you or the JIB may terminate this Agreement at any time by providing notice to the other party. Notice of termination by the JIB is delivered by email or US mail. Termination by you is governed by the rules in the paragraph entitled "Discontinuing JOIN." All applicable provisions of this Agreement shall survive termination, including, without limitation, provisions related to warranty disclaimers, limitations of liability, and the miscellaneous provisions.

**Observance of Applicable Laws**

Access to JOIN and use of JOIN is subject to all applicable federal, state, and local laws and regulations. Unauthorized use of JOIN or information provided by JOIN is strictly prohibited.

**Access outside of the United States**

The JIB makes no representation regarding the availability of JOIN or the legality of accessing JOIN outside of the United States. Using JOIN in places where its contents or use is illegal is prohibited. If you access JOIN from locations outside the United States, you do so at your own risk and are responsible for compliance with all local laws.

**Disclaimer of Warranty and Limitation of Liability**

The JIB offers JOIN with the belief that it is useful and reliable and that the information it provides is accurate and timely. However, the JIB makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with JOIN. The JIB does not warrant that JOIN will operate without error, or that JOIN will be available at all times. Except as otherwise required by law, you agree that JIB trustees, employees, Affiliates, agents or contractors are not liable for any indirect, incidental, special or consequential damages under this

Agreement or by reason of your use of JOIN, including loss of profits, revenue, data, or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

The JIB makes no warranty that:

- JOIN will always be available;
- Correspondence delivered as part of JOIN will be reliable, secure, or error-free; or
- JOIN will meet your requirements.

Neither the JIB nor its Affiliates are liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses resulting from:

- The use or the inability to use JOIN;
- Unauthorized access to your information received as part of JOIN;
- Unauthorized alteration of your data; or
- Any other matter relating to JOIN.

**Miscellaneous**

These Terms of Use will be construed and interpreted in accordance with the laws of the State of New York. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be invalidated or otherwise affected. Section headings are for reference only and in no way define, limit, construe, or describe the scope or extent of the sections they precede. Failure of the JIB to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This Agreement represents the sole and exclusive agreement between you and the JIB regarding JOIN.

# The Joint Industry Board of the Electrical Industry

Serving IBEW Local Union No. 3 Employers Since 1943

## JOIN (The JIB Online Information Network)

Please complete the information below to enroll and mail to:

**Joint Industry Board of the Electrical Industry**  
**158-11 Harry Van Arsdale Jr. Avenue**  
**Flushing, NY 11365**  
**Attention: Kevin Duffy**

*You may enter up to 5 e-mail addresses:*

**Contractor Name:** \_\_\_\_\_

**Contractor Number:** \_\_\_\_\_

**Employee Name:** \_\_\_\_\_

**Title/Position:** \* \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Daytime phone number:** \_\_\_\_\_

**\*Principal, Controller, Superintendent, Payroll Manager/Clerk, etc.**

**Employee Name:** \_\_\_\_\_

**Title/Position:** \* \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Daytime phone number:** \_\_\_\_\_

**\*Principal, Controller, Superintendent, Payroll Manager/Clerk, etc.**

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**\* Principal, Controller, Superintendent, Payroll Manager/Clerk, etc.**

**Employee Name:** \_\_\_\_\_

**Title/Position:** \* \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Daytime phone number:** \_\_\_\_\_

**\* Principal, Controller, Superintendent, Payroll Manager/Clerk, etc.**

All of the above have read and agree to all of the terms of use for receiving electronic information from the JIB.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

If you have any questions or would like further information, call (718) 591-2000 ext. 1307 or 1308.