



Terms & Conditions of Use

Revised May 2020

The following language contains the Terms and Conditions of your access and use of this website.

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“You” and “Your” means a user of any of the following Amalgamated Family of Company websites:

- www.amalgamatedbenefits.com
- www.aligraphics.com

The websites listed above shall be referred to individually or collectively as the “Amalgamated website.”

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You agree to use the Amalgamated website only for lawful purpose, and that you shall not engage in any of the following activities: (1) using the website to violate the legal rights of others or to violate the laws of any jurisdiction or location; (2) interfering in any manner with the operation of the website and/or restricting or inhibiting the ability of any other person to access or use the website; (3) intercepting or attempting to intercept electronic communications intended for another person; (4) misrepresenting your identity, assuming the identity or likeness of another person or organization, or misrepresenting an affiliation with any person or organization for any purpose; (5) transmitting or otherwise making malicious or harmful computer code, viruses, Trojans, etc. available through the website; (6) modifying, adapting, translating, or reverse engineering any portion of the website; (7) removing, obscuring or modifying any copyright, trademark, or other proprietary rights notice from the website.



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Through this website Amalgamated may collect, through registration processes or other means, personal information about you. Please refer to Amalgamated's [Privacy Statement](#) for details about how we use and protect your personal information. You are responsible for the accuracy of any personal information about you that you provide to Amalgamated through this website. You should not communicate any sensitive personal information about yourself or any other individual that concerns past, present or future physical condition, health care or services provided, or payment for such care or services, through this website.

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Not a Solicitation

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These Terms of Use and any dispute or claim arising out of or in connection with these Terms of Use shall be governed in all respects by and construed in accordance with the laws of the State of New York, USA, without regard to its conflicts of law principles. Any cause of action you may have with respect to the Amalgamated website must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Exclusive jurisdiction over any cause of action arising out of these Terms of Use or your use of the Amalgamated website shall be in the state or federal courts located in in the County of Westchester, State of New York. You agree to submit to the jurisdiction of such courts.

These Terms of Use, as they may be amended from time to time, completely and exclusively state the agreement between you and Amalgamated. No other terms that may have been communicated to you orally or in any other manner shall have any force or effect, course of dealing or conduct between you and Amalgamated nor any trade practices shall be deemed to modify these Terms of Use. The failure of Amalgamated to comply with these Terms of Use because of an unavoidable casualty (such as an act of God, natural disaster, war, or terrorist incident), the actions of federal, state or local governmental authorities, or for any other reason beyond the reasonable control of Amalgamated, shall not be deemed a breach of these Terms of Use. The failure of Amalgamated to insist upon or enforce the strict performance of any provision of these Terms of Use shall not constitute a waiver of the provision. If any part of these Terms of Use is unenforceable, the unenforceable provisions shall be construed to reflect, as nearly as possible, the original intentions of the parties. The other provisions of these Terms of Use shall remain in full force and effect.

CONTACT

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