



## Privacy and Terms of Use

### Use of Terms and Definitions

In this Privacy Policy and Terms of Use, the terms "we", "our", "us" refer to Sand Hill Global Advisors LLC. The terms "you" or "yours" refer to you, the website user. The words and phrase "non-public personal information" means personal information about you which is not available to the general public such as your: social security number, income, age, marital status, assets and debts, and in some instances your address and telephone number, and e-mail address.

### Terms of Use

Please read the following terms and conditions ("Terms of Use") before using the Sand Hill Global Advisors LLC ("SHGA") website (the "Site"). Your access to and use of the Site is subject to these Terms of Use and all applicable laws and regulations. The Terms of Use constitute a legal agreement between you and SHGA. The Site is available only to, and may only be used by, individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, the Site is not available to children (persons under the age of 18).

By accessing and using the Site, you accept, without qualification, these Terms of Use. If you do not approve and accept these Terms of Use without qualification, you should exit the Site immediately.

### Personal and Non-Commercial Use Limitation

The Site is for your personal and non-commercial use, and SHGA grants you a non-exclusive, non-transferable and limited personal license to access and use the Site, conditioned on your continued compliance with these Terms of Use. You may not modify, copy (except as set forth below), distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, products or services obtained from the Site. You may not link other websites to the Site without the prior written permission of SHGA. You may print one hard copy of the information and download one temporary copy of the information into one single computer's memory solely for your own personal non-commercial use and not for distribution, provided that all relevant copyright, trademark, and other proprietary notices are kept intact. You may not allow others to use your user name or password to access or use any part of the Site. If your password has been compromised for any reason, you should contact SHGA immediately for a new password. If you provide your password to any third party, you will be solely responsible for any actions taken by such third party using your password. All information on the non-public (i.e., password-restricted) areas of the Site is confidential and private and may not be disclosed or distributed by you to any other person for any purpose and is made available solely for your personal use in connection with your investment activities. You are prohibited from using the Site to advertise or perform any commercial solicitation. You also are prohibited from using any robot, spider, scraper or other automated means to access the Site for any purpose without the prior written permission of SHGA. You may not take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our infrastructure, interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site, or bypass any measures we may use to prevent or restrict access to the Site. Any rights not expressly granted herein are reserved.

### No Securities Offering or Investment Advice

The information on the Site is intended to enable investors to understand the nature of SHGA's financial advisory services. It is not intended as and does not constitute investment advice or legal or tax advice, or an offer to sell any securities to any person or a solicitation of any person of any offer to purchase any securities. The information in the Site should not be construed as any endorsement, recommendation or sponsorship of any company or security by SHGA. There are inherent risks in relying on, using or retrieving any information found on the Site, and SHGA urges you to make sure you understand these risks before relying on, using or retrieving any information on the Site. You should evaluate the information made available through the Site, and you should seek the advice of professionals, as appropriate, to evaluate any opinion, advice, product, service or other information.

SHGA's services are designed to integrate with the services provided by its clients' other financial, legal and tax advisers, not to replace their services. SHGA advises its clients from time to time on non-investment related matters, but clients must rely on their other professional advisers for final approval and/or implementation of non-investment matters.

You acknowledge that any requests for information are unsolicited and any information provided shall neither constitute nor be construed as investment advice by SHGA to you or constitute the formation of an investment advisory relationship, or any other client relationship. It is strongly recommended that you seek outside advice from a qualified securities professional. SHGA does not guarantee the suitability or potential value of any particular investment or information source. SHGA may invest or otherwise hold an interest in companies or securities that may be discussed on the Site.

## Truthful Information

As a condition to your use of the Site, you represent and warrant to, and agree with SHGA that, all of the information that you provide shall be truthful, accurate and complete.

## Disclaimers and Limitation of Liability

The information, software and services published on this website may include inaccuracies or typographical errors. Due to various factors, including the inherent possibility of human and mechanical error, the accuracy, completeness, timeliness and correct sequencing of such information, software and services and the results obtained from their use are not guaranteed by SHGA or any persons creating or transmitting such information, software and services.

SHGA and/or its respective suppliers may make improvements and/or changes in the content and operation of the Site at any time without notice. The Site may be temporarily unavailable from time to time due to required maintenance, telecommunications interruptions or other reasons.

SHGA and/or its respective suppliers make no representations about the suitability of the information, software, products and services contained on this website for any purpose. All such information, software, products and services are provided "as is" without warranty of any kind. SHGA and/or its respective suppliers hereby disclaim all warranties and conditions with regard to this information, software, products and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement and availability. Because some states/jurisdictions do not allow the exclusion of implied warranties, the above exclusion may not apply to you.

Your use of the Site is at your own risk. You are solely responsible for any damage to your computer system, loss of data or any other damage or loss that results from the download of any content from the Site. In no event will SHGA and/or its suppliers be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with or relating to the use of or access to this website or with the delay or inability to use this website, or for any information, software, products or services obtained through this website, whether based on contract, tort, strict liability or otherwise, even if SHGA 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.

SHGA and any person creating or transmitting the information on the Site will not be liable for any infection by viruses or damage to any computer that results from your use of, access to or downloading of such information. If you are dissatisfied with the information, products or services offered at the Site or with the terms and conditions of these terms of use, your sole and exclusive remedy is to discontinue use of and access to the Site.

## Ownership of Content

The Site and all of its content, including but not limited to all text, graphics, charts, audio, logos, images, data compilations, icons, code and software ("Content"), are the property of SHGA and are protected by U.S. and international copyright laws, with all rights reserved unless otherwise noted. All trademarks, service marks, trade names and other product and service names and logos displayed on the Site are proprietary to SHGA, including all registered and unregistered trademarks and service marks of SHGA. If the Site includes any trademarks, service marks, trade names or logos of any third parties, such items are the proprietary marks and names of their respective owners, and are protected by applicable trademark and intellectual property laws. Your use of any Content, whether owned by SHGA or any third party, without the express written permission of SHGA, is strictly prohibited except as otherwise expressly permitted in these Terms of Use. Without limiting the foregoing, you are prohibited from using any SHGA copyrighted material or trademarks for any purpose, including, but not limited to, use as metatags, links or otherwise on any website, without the prior written permission of SHGA.

## Privacy

To the extent that SHGA collects any information from users of the Site, the collection and use of such information is governed by the Privacy Policy below of SHGA, which you should read prior to providing any information to SHGA.

## No Unlawful or Prohibited Use

As a condition to your use of the Site, you represent and warrant to, and agree with, SHGA that you will not use the Site for any purpose that is unlawful or prohibited by these Terms of Use.

## References to Publications and Other Companies

References to any publication or any other company in the Site are for reference and informational purposes only and are not intended to suggest that any of such companies endorse, recommend or approve of the services, analyses or recommendations of SHGA or that SHGA endorses, recommends or approves the services or products of such companies. News stories reflect only the author's opinion and not necessarily that of SHGA.

## Links to Third Party Websites

The Site may contain hyperlinks to websites operated by parties other than SHGA, which may not have been screened or reviewed by SHGA and which may contain inaccurate, inappropriate or offensive material, products or services. SHGA does not control such websites, and SHGA assumes no responsibility or liability with regard to the accuracy, reliability, legality or decency of such third party websites, content, products or services. Such hyperlinks are provided for your convenience only. SHGA's inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

## Modification and Monitoring of Website

SHGA reserves the right, at its discretion, to change, modify, add or remove portions of these Terms of Use at any time without notice to you. We suggest that you check these Terms of Use periodically for changes. These Terms of Use can be accessed from the link at the bottom of the homepage for the Site. If you use the Site after we post changes to these Terms of Use, you accept the changed Terms of Use. SHGA expressly reserves the right to monitor any and all use of the Site.

## Termination and Cancellation

SHGA reserves the right to modify or terminate the Site and to terminate your access to the Site, without notice at any time and for any reason.

## Indemnity

You agree, at your own expense, to indemnify, defend and hold harmless SHGA, its parents, subsidiaries and affiliates, and their officers, partners, managers, members, employees, agents, distributors and licensees, from and against any judgments, losses, deficiencies, damages, liabilities, costs, claims, demands, suits, and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in, arising out of or in any way related to your breach of these Terms of Use or the Privacy Policy, your use of the Site or any product or service related thereto, or any of your other acts or omissions.

## Jurisdictional Issues and Applicable Law

Unless otherwise specified, SHGA controls and operates the Site from its offices within the State of California, United States of America.

- SHGA does not claim that materials in the Site are appropriate or available for use in locations other than California. If you choose to access the Site from other locations, you do so on your own initiative, and you are responsible for compliance with any applicable local laws.
- Software from the Site is further subject to United States export controls. Software from the Site may not be downloaded or otherwise exported or reexported outside the United States. By downloading or using such software, you represent and warrant that you are not located in, under the control of, or a national or resident of any country or territory outside of the United States.

These Terms of Use are governed by the laws of the State of California, without regard to its choice of law provisions. You hereby consent to the exclusive and personal jurisdiction and venue of courts in San Mateo County, California, which shall have exclusive jurisdiction over any and all disputes arising out of or relating to these Terms of Use, the use of the Site or any product or service related thereto. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

## General

You agree that no joint venture, partnership, employment or agency relationship exists between you and SHGA as a result of these Terms of Use or use of the Site.

SHGA's performance of these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use is in derogation of SHGA's right to comply with law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by SHGA with respect to such use.

If any part of these Terms of Use 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 shall be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use shall continue in effect.

By reviewing or using the information on the Site after accessing the Site, you represent and warrant that (a) you have the authority to enter into these Terms of Use and create a binding contractual obligation, (b) you understand and intend these Terms of Use to be the legal equivalent of a signed, written contract equally binding, and (c) you will use the information on the Site in a manner consistent with applicable laws and regulations in accordance with these Terms of Use, as the same may be amended by SHGA online or otherwise from time to time. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

These Terms of Use constitutes the entire agreement between the user and SHGA with respect to the Site and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and SHGA with respect to the Site.

## Privacy Policy

### Your Privacy Is Important to Us

At Sand Hill Global Advisors, we believe the confidentiality and protection of your information is one of our fundamental responsibilities. While it is necessary for us to obtain information about you in order to provide quality service and products to serve your financial needs, we know that one of our most important assets is our client's trust. Therefore, Sand Hill Global Advisors has established a wideranging policy of protecting confidential information about you and your transactions. Described below are the circumstances under which we may receive and obtain nonpublic personal information about you and our policies to protect your privacy.

The privacy practices of this Privacy Policy apply to our services available under the domain and subdomains of [www.sandhillglobaladvisors.com](http://www.sandhillglobaladvisors.com) (the "Site"). We recognize that privacy is important to our users, so we design and operate our Site with the protection of your privacy in mind. This Privacy Policy outlines the types of personal information we may gather when you visit our Site or use our services, as well as some of the steps we take to safeguard it. Please read this Privacy Policy to learn more about the ways in which we protect, use and disclose your personal information. By visiting the Site, you agree to be bound by the terms and conditions of this Privacy Policy. If you do not agree, please do not use or access the Site.

By accepting the Privacy Policy and the Terms of Use, you expressly consent to our use and disclosure of your personal information in accordance with this Privacy Policy. This Privacy Policy is incorporated into and subject to the terms of the Terms of Use (above). This Privacy Policy is effective upon acceptance for new users, and is otherwise effective on June 1, 2006, for all users.

Please note that this Privacy Policy may change at any time. We may amend this Privacy Policy at any time by posting the amended terms on the Site.

If you have any questions about your privacy, information you are providing the Company, information the Company may obtain about you, how we use information provided to us, or any of our policies or services, please write to us at Sand Hill Global Advisors, Suite 300, 245 Lytton Avenue, Palo Alto, CA 94301.

### Your Rights

Federal law gives you the right to limit the following:

- Sharing information about your creditworthiness to affiliates for their everyday business purposes
- Sharing with affiliates to market to you
- Sharing with non-affiliates to market to you

## Availability and Changes To Our Privacy Policy

This Privacy Policy and Disclosure Statement is available upon request at any of our offices or through our web site. From time to time we may make changes to this policy. Please ask one of customer service representatives if you wish to verify that you have obtained the most current edition of our Privacy Policy and Disclosure Statement.

### A. Categories Of Information Which We Collect

In order to provide you with a product or service you have requested, we may collect 'nonpublic personal information' about you. The information we collect, may also be collected by other financial institutions when you obtain a product or service from them.

### B. Categories Of Information Which We Disclose and When It Is Disclosed

We do not share nonpublic personal information with any other nonaffiliated party or affiliate of the Company unless required or permitted to do so by law or regulation. However, our website may contain links to other entities which will gather information about you if you visit that site. (See Section C.) Sand Hill Global Advisors does not disclose or share account numbers or access codes with nonaffiliated third parties for the purpose of direct marketing or telemarketing the nonaffiliated third party's services or products.

### C. Nonaffiliated Parties To Whom We Disclose Information For Routine Business Purposes

The following are the categories of Nonaffiliated Third Parties to whom we disclose information. Disclosure of information to each of these parties in these categories is permitted under the privacy laws and regulations. Each financial institution will share your nonpublic personal information under similar circumstances. Should you not wish to have your nonpublic personal information as described in this Policy and Disclosure Statement shared under the following circumstances, you may wish to inquire as to what information will be shared before you request the service or product.

- When it is necessary for completing transactions, such as information which we must provide to our data processing vendors or financial service providers.
- To comply with a regulatory, government agency, court order, law or regulation under which the information is requested.
- To other companies, vendors, consultants, or financial institutions which may be involved in processing, monitoring or reviewing your transactions.
- When you have authorized us to provide the information to another party.
- Upon your request, or to complete transactions, including sharing with third parties we engage to help deliver our services to you.
- To verify individual's identities in order to reduce identity theft or fraud.

## Accuracy of Information

Sand Hill Global Advisors maintains procedures to ensure that not only is the personal information you submit is accurately recorded and maintained, but that any inaccurate or incomplete information is corrected in a timely manner. If you have any reason to believe that your Personal Information is incorrect, please call us at (650) 854-9150. You may also write us at 245 Lytton Avenue, Suite 300, Palo Alto, CA 94301.

## Privacy As A Former Customer

If you decide to end your client relationship with Sand Hill Global Advisors, we will continue to treat and safeguard your non public personal information as described in this Disclosure. Our policies and procedures regarding your personal information associated with a closed account is the same as that of any open account you may have. Closed account information is retained for at least the period required by law or regulation.

## Employee Access To Customer Information

Each Company employee is personally responsible for maintaining the confidentiality of customer data. The Company requires all of its employees to agree in writing to protect the confidentiality of client information and to use it only for the Company's purposes. Internal access occurs only to the extent appropriate to evaluate, structure and facilitate the services you have requested or to inform you of services or products you have requested or inquired about.

## Information Security and Integrity

Sand Hill Global Advisors is committed to preventing others from unauthorized access to your personal information, and we maintain procedures and technology designed for this purpose. These include policies and procedures about the appropriate physical security of workstations and records. Our physical, electronic and procedural safeguards comply with federal regulations regarding the protection of customer information. We also protect your information by maintaining backup copies of your account data, using computer virus detection and eradication software, using firewalls and other safeguards to attempt to protect against unauthorized access to our computer systems. However, "perfect security" does not exist on the Internet.

## Collection of Information

In general, you can browse the non-password protected sections of the Site without telling us who you are or revealing any personal information about yourself. We automatically track certain information that your browser makes available whenever you visit a website. This information includes your Internet Protocol address, browser type, browser language and one or more files that may uniquely identify your browser. We may use this information to do internal research on our users' demographics, interests and behavior to better understand, protect and serve you and our clients. This information may include the URL that you just came from (whether this URL is on the Site or not), which URL you next go to (whether this URL is on the Site or not), your computer browser information and your IP address. We use this information to operate, develop and improve our services.

We also may use data collection devices such as "cookies" on certain pages of the Site to help analyze our web page flow, measure effectiveness, and promote trust and safety. "Cookies" are small files placed on your hard drive that assist us in providing our services. We offer certain features that are only available through the use of a "cookie." Cookies can also help us provide information that is targeted to your interests. Most cookies are "session cookies," meaning that they are automatically deleted from your hard drive at the end of a session. You are always free to decline our cookies if your browser permits, although in that case you may not be able to use certain features on the Site and you may be required to reenter your password more frequently during a session. We use cookies to better understand how people interact with us.

If you apply for a password to access password restricted areas on this Site, you must provide to us your name, mailing address, email address, phone number, personal financial data, investment portfolio and other investment information.

## Use and Disclosure of Information

We use the information we collect from our browser and data collection devices such as cookies to improve our operations and facilitate the services you request. We may use information collected from you to measure interest, customize your experience and enforce our Terms of Use. If you apply for a password, we use that data to determine whether you are an accredited investor and have sufficient sophistication, investment experience and wealth to receive information about certain investment options.

We may use your information to send correspondence and perform services on your behalf in connection with investment related activities.

You agree that we may use personal information about you to analyze Site usage, improve our content and product offerings and customize the Site's content, layout, and services. These uses improve the Site and better tailor it to meet your needs, so as to provide you with a smooth, efficient, safe and customized experience while using the Site.

In connection with providing our services, it also may be necessary for us to share information with other third parties to help us process transactions relating to your account, including, but not limited to, asset transfers from a financial institution, and processing or administering investment transactions and portfolios. In certain instances, we may contract with third parties that are not affiliated with us to perform services for us and, if necessary, we may disclose information about you to those third parties solely for the purpose of carrying out their assigned responsibilities. In those circumstances, we require such third parties to treat your private information with the same degree of confidentiality that we do. In some instances, the third party service provider may collect information directly from you. In these cases, you will be notified of the involvement of the service provider, and all additional information you provide them and their additional uses will be strictly up to you. If you provide additional information to a service provider directly, their use of your personal information is governed by their applicable privacy policy.

We may also share information about you if we believe that disclosure is required under law. For example, we may need to disclose information in response to a subpoena or to cooperate with regulatory or law enforcement authorities.

We cannot ensure that all of your private communications and other personal information will never be disclosed in ways not otherwise described in this Privacy Policy. By way of example (without limiting the foregoing), we may be forced to disclose personal information to the government or third parties under certain circumstances, third parties may unlawfully intercept or access transmissions or private communications, or service providers may abuse or misuse your personal information that they collect from the Site. Therefore, although we use industry standard practices to protect your privacy, we do not promise, and you should not expect, that your personal information or private communications will always remain private.

## Control of Your Password and Personal Information

You are responsible for all actions taken with your user name and password. Therefore, we recommend that you do not disclose your password to any third parties. You may not allow others to use your user name or password to access or use any part of this Site. If your password has been compromised for any reason, you should contact us immediately for a new password.

You can review and change the information you submit to us by contacting SHGA at [info@sandhillglobaladvisors.com](mailto:info@sandhillglobaladvisors.com). You can change your User ID, email address, contact information, financial information, other personal information and user preferences. You must promptly update your personal information if it changes or is inaccurate.

Upon your request, we will deactivate your password and remove your contact information and financial information from our active databases. To make this request, email [info@sandhillglobaladvisors.com](mailto:info@sandhillglobaladvisors.com). Your password will be deactivated promptly based on your account activity and in accordance with our deactivation policy and applicable law.

We will retain in our files the personal information you have asked us to remove to prevent fraud, resolve disputes, troubleshoot problems, assist with any investigations, enforce our Terms of Use and comply with legal requirements. Therefore, you should not expect that your personal information will be completely removed from our databases in response to your requests. However, such personal information will only be available to select employees, service providers and governmental persons or entities.

## Security

Your information is stored on our servers located in the United States. We use procedural and technical safeguards to protect your personal information against loss or theft as well as unauthorized access and disclosure to protect your privacy, which may include encryption, "firewalls" and Secure Socket Layers. We treat data as an asset that must be protected against loss and unauthorized access. We employ security techniques to protect such data from unauthorized access by users inside and outside the company. However, "perfect security" does not exist on the Internet.

## Children

Children (persons under the age of 18) are not eligible to use the Site.

## Conditions Of Use

If you choose to visit the Site, your visit and any dispute over privacy is subject to this Privacy Policy and our Terms of Use (above), including limitations on damages and application of the law of the State of California. If you have any concern about privacy, please send a thorough description to [info@sandhillglobaladvisors.com](mailto:info@sandhillglobaladvisors.com).

## Changes to this Policy

Please note this Privacy Policy may change from time to time. We may amend this Privacy Policy at any time by posting the amended terms on the Site. All amended terms shall automatically be effective 30 days after they are initially posted on the Site. If you have any additional questions, please feel free to contact us any time at: [info@sandhillglobaladvisors.com](mailto:info@sandhillglobaladvisors.com).

## Protecting and Restricting Use Of Your Personal Information

If you believe that someone has obtained unauthorized access either to your account with us or to nonpublic personal information about you, please notify a SHGA customer service representative immediately. You should also report the crime to your local law enforcement agency. For information regarding identity theft and ways to protect your personal information, you may contact the Federal Trade Commission ("FTC") at <http://www.consumer.gov/idtheft>.

## Other Important Information

Information for Vermont, Nevada, and California Customers:

In response to a California law, we automatically treat accounts with California billing addresses as if you do not want to disclose personal information about you to non-affiliated third parties except as permitted by the applicable California law. We will also limit the sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.

In response to a Vermont regulation, if we disclose personal information about you to non-affiliated third parties with whom we have joint marketing agreements, we will only disclose your name, address, other contact information, and information about our transactions or experiences with you.

Nevada law requires us to disclose that you may request to be placed on our “do not call” list at any time by calling (858) 755-8899. To obtain further information, contact the Bureau of Consumer Protection, Office of the Nevada Attorney General at 555 E. Washington Avenue, Suite 3900, Las Vegas, NV 88101; phone (702) 486-3132; email [BCPINFO@ag.state.nv.us](mailto:BCPINFO@ag.state.nv.us).

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