



## **Privacy Statement August 2022**

This Privacy Statement sets forth the manner in which Meraki Global Advisors LLC may collect, utilize and maintain nonpublic information about Clients, as required under federal and other applicable law. Meraki and its affiliates are committed to respecting, protecting and maintaining the confidentiality and security of Clients' personal information. Please read this Privacy Statement carefully before you use our Services. By accessing the Meraki's website, you agree to accept this Privacy Statement.

### **Collection of Information**

Meraki may collect personal information about Clients from the following sources:

- Client questionnaires and other information provided by the Client in writing, in person, by telephone, electronically or by any other means. This information may include name, address, employment information and financial and investment qualifications as applicable;
- Information about Clients from financial institutions and service providers with whom a Client may have authorized to provide such information to Meraki; and
- Verification services and consumer reporting agencies, including a Client's creditworthiness or credit history, as applicable.

### **Disclosure of Nonpublic Personal Information**

Meraki does not disclose nonpublic personal information about Clients or potential Clients to affiliates or nonaffiliated third parties except as permitted by law. For example, Meraki may share nonpublic personal information about Clients, without the Client's consent, with affiliated and nonaffiliated parties in the following situations, among others:

- in connection with the administration and operations of Meraki and other of Meraki Products and Services, with Meraki brokers, attorneys, accountants, auditors, administrators or other service providers;
- to respond to a subpoena or court order, judicial process or regulatory inquiry;
- in connection with a proposed or actual sale, merger or transfer of all or a portion of its business;
- to protect or defend against fraud, unauthorized transactions (such as money laundering), lawsuits, claims or other liabilities;
- to respond to requests for information regarding compliance with anti-money laundering laws and anti-terrorist due diligence, disclosure or reporting requirements;
- upon direction or consent of a Client to release such information, including authorization to disclose such information to persons acting in a fiduciary or representative capacity on behalf of the Client; and,
- to assist Meraki in offering affiliated Products and Services to Clients.

All electronic communications with Clients are automatically retained in a distinct journaling system which preserves content as required by applicable securities rules and laws. In certain circumstances, securities regulators and other enforcement authorities may be entitled to access your personal information.

To further your personal right to privacy you have the additional rights:

- The right to know what personal information is being collected about you;
- The right to know whether your personal information is sold or disclosed and to whom;
- The right to stop the sale of personal information;
- The right to have collected personal information deleted; and
- The right not to be discriminated against for exercising your rights.



To the extent permitted by law, you have the right to opt-out of our disclosing nonpublic personal information to non-affiliated third parties by contacting us at [info@mga-us.com](mailto:info@mga-us.com) or 435-214-0772. We will without charge comply with your request within 45 days or sooner and not later than 90 days when due to the complexity of the request.

### **Former and Prospective Clients**

This same Privacy Statement applies to former and prospective Clients.

### **Protection of Subscriber Information**

Meraki maintains physical, electronic and procedural safeguards that comply with federal standards to protect Client information. Meraki restricts access to the personal information of Clients to those associated persons who need to know that information in the course of their job responsibilities to provide Services to you. When disposing of records containing Client information our associated persons are trained to use an electronic shredder or destruction locked box.

### **Using/Accessing Our Services from Outside the United States**

Meraki is a Utah limited liability company with its headquarters located at 1389 Center Drive, STE 170, Park City, UT 84098, United States. Our Services are governed by, and operated in accordance, with the laws of the United States. The United States is where the Services, including our servers and central database, are hosted, located, and operated. If you are accessing the Services from outside the United States, you will be voluntarily transmitting your personal information to the United States where your information will be stored and processed by Meraki. Your data may also be processed by certain third-party data processors located in the United States. There are obvious risks that apply when data are transferred from one jurisdiction to another (e.g., an unauthorized interception of the data, misuse, etc.) and the data protection and other laws of the United States and/or other countries might not be as comprehensive as those in your country. Additionally, in certain circumstances, law enforcement or regulatory agencies, courts, or security authorities in the United States may be entitled to access your personal information. By using our Services, you acknowledge and agree that your personal information will be transferred to and processed in the United States and by those third parties with whom we share your information as described in this Privacy Statement. Please be assured that we take commercially reasonable steps to ensure that your privacy is protected.

### **Third Party Services**

Other websites and services to which we link, through which you access the Services, or share information from the Services and which are not owned or controlled by us are not subject to the terms of this Privacy Statement. We are not responsible for the privacy practices or the content of any other websites or services and any visit you make to those other services is at your own risk. Third parties that support the Services, including by providing advertising or other services, such as analytics, may use tracking technologies to collect information about your use of the Services or other third-party services. We do not control these third-party technologies or services and their use is governed by the privacy policies of third parties using such technologies. Such third party's use of any information you share is governed by the third party's Privacy Policy or Statement.

### **Further Information**

Meraki reserves the right to change its Privacy Statement at any time. The examples contained within this Statement are illustrations and are not intended to be exclusive. Meraki's Privacy Statement complies with federal law regarding privacy. Clients may have additional rights under other domestic or foreign laws that may apply.



## **Terms and Conditions of Use of the Website**

### **Acceptance of Terms**

Please read this statement before using this website as in doing so you signify your acceptance of the terms and conditions of use as set forth below. This statement and website content are subject to change without notice.

### **Website Content, Intellectual Property Rights and Confidential Information**

All information is the intellectual property of Meraki and subject to U.S. copyright law.

### **Service Interruptions and Updates**

From time to time our website might be shut down for maintenance or for unforeseen technical interruptions. We are committed to restoring service within 24 hours. You may contact our help desk at [info@mga-us.com](mailto:info@mga-us.com) if you need to report a service issue.

### **No Warranties**

Our website is provided “as is” with all faults and Meraki makes no express or implied representations or warranties of any kind related to this website or the materials contained on it. Nothing contained on this website shall be construed as providing consultation or advice to you.

### **Indemnification and Limitation of Liability**

You hereby indemnify to the fullest extent Meraki from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney’s fees) arising out of or in any way related to your breach of any of the provisions of these Terms. In no event shall Meraki, nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this website, whether such liability is under contract, tort or otherwise, and Meraki, including its officers, directors and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of this website.

### **Reference to Website’s Privacy Statement**

Please review our Privacy Statement as to how we use and protect our client’s information.

### **Restrictions and Prohibited Use**

- Selling, leasing, sublicensing, otherwise commercializing, copying, transferring, or assigning any information, goods, or services provided on the website
- using the website for any illegal purpose or to cause harm to any person or business entity by violating anyone else’s legal rights (for example, privacy rights) or any laws (for example, copyright laws)
- using or exporting the company’s information, products, or services in violation of U.S. export laws and regulations
- altering, modifying, adapting, reverse engineering, decompiling, disassembling, or hacking the company’s intellectual property
- using this website to engage in any advertising or marketing
- altering or modifying another website to falsely imply that it is associated with the company’s website,
- using the website or the company’s services to transmit content that could be deemed unlawful, threatening, harassing, racist, abusive, libelous, pornographic, vulgar, defamatory, obscene, indecent, or otherwise inappropriate, including any messages constituting or encouraging criminal conduct
- breaching, or attempting to breach, the website’s security systems
- enabling third parties to violate these Terms and Conditions of Use

### **Governing Law and Jurisdiction**

These Terms will be governed by and construed in accordance with the laws of the State of Utah, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Utah for the resolution of any dispute.