

## General

Please read the following terms and conditions (“Terms”). They govern your use of this website and its associated services, including email newsletters, associated content distribution platforms, and public Crestone Capital LLC and its affiliates’ online social media accounts (collectively, the “Services”). Collectively, Crestone Capital LLC and its affiliates are referred to herein as “Crestone,” or as “we” or “us.” By using the Services, you agree to be bound by these Terms. We may update these Terms from time to time and any modifications will be effective immediately upon posting unless we indicate otherwise. If you use the Services after any changes to the Terms have been posted, that means you agree to all of the changes. We suggest that you review these Terms periodically for changes.

Except as otherwise noted on the Services, all content and material on the Services — including information, photos, podcasts, blog posts, audio content, videos, graphics/charts, images, icons, code, design, and overall appearance — are the property of Crestone and should not be used, modified, or reproduced without our prior written consent. All trademarks, trade names, and logos displayed on the Services are the property of Crestone, its affiliates, or their respective third-party owners, and the Services grant you no license to them. “CRESTONE” is a registered trademark in the United States and may not be used without the prior written permission of Crestone. We reserve all rights to remove or otherwise modify any content in the Services.

You may not use any of the Services in any manner that violates any applicable state, federal, or foreign law. You may not interfere with or attempt to interfere with the working or functionality of any of the Services.

Crestone is an investment adviser registered with the Securities and Exchange Commission. The Services are intended solely to provide general information about Crestone, its services to clients, and its people. Nothing in the Services is directed at nor should be relied upon by any investors or prospective investors in any vehicle managed by Crestone, or services provided by Crestone. Crestone does not intend to solicit or make its investment advisory services available to the general public.

Under no circumstances should any information provided in the Services be considered as an offer soliciting the purchase or sale of any security or interest in any pooled investment vehicle sponsored, discussed, or mentioned by Crestone nor should it be construed as an offer to provide investment advisory services. Such offers or solicitations will be made separately and only by means of the confidential offering documents of the specific access vehicles which should be read in their entirety, and only to those who, among other requirements, meet certain qualifications under federal securities laws. Such investors, defined as accredited investors and qualified purchasers, are generally deemed capable of evaluating the merits and risks of prospective investments and financial matters. There can be no assurances that Crestone’s investment objectives will be achieved or investment strategies will be successful. Any investment in a vehicle managed by Crestone involves a high degree of risk including the risk that the entire amount invested is lost.

Any opinions expressed in the Services reflect Crestone’s views or those of individual posters, and are subject to change. Certain information contained in the Services has been obtained



from third-party sources. While taken from sources believed to be reliable, Crestone has not independently verified such information and makes no representations about the enduring accuracy of the information or its appropriateness for a given situation. The discussions and opinions expressed herein are not intended to provide investment, accounting, tax, or legal advice. Nothing in the Services is a recommendation that you purchase, sell or hold any security or other investment, or that you pursue any investment style or strategy. The content of this website and the other Services is presented on an "as is" basis with no warranties, express or implied, of any kind with respect to the Services.

Certain statements that individual personnel make may constitute "forward-looking statements" under the Privacy Securities Litigation Reform Act of 1995. To the extent any information herein constitutes forward-looking statements (which can be identified by the use of forward-looking terminology such as "may," "will," "should," "expect," "plan," "seek," "anticipation," "upside," "potential," "project," "estimate," "intend," "forecast," "target" or "believe" or comparable terminology), please note that, due to various risks and uncertainties, actual events, results, or performance may differ materially from those reflected or contemplated in such statements. Forward-looking statements are not guarantees and involve risks, uncertainties, and assumptions. Crestone expressly disclaims any obligation to update any forward-looking statement in the event it later turns out to be inaccurate — whether as a result of new information, future events, or otherwise. Any projections, estimates, forecasts, targets, prospects and/or opinions expressed in these materials are subject to change without notice and may differ or be contrary to opinions expressed by others.

Past results of Crestone's access vehicles, investments, or investment strategies are not necessarily indicative of future results.

Registration with the SEC does not imply a certain level of skill or training. Additional important information about Crestone, including the Form ADV Part 2A Brochure of Crestone Asset Management LLC, is available at the SEC's website, <http://www.adviserinfo.sec.gov>.

### Third-Party Websites

The Services may link to or integrate with other websites operated or content provided by third parties, and such other websites may link to this website. Crestone has no control over any such other websites or their content and will have no liability arising out of or related to such websites or their content. The existence of any such link does not constitute an endorsement of such websites, the content of the websites, or the operators of the websites. Crestone is providing these links to you only as a convenience. You release and hold Crestone harmless from any and all liability arising from your use of any third-party website or service.

### Privacy Notice

At Crestone we take your privacy seriously. Please read this Privacy Notice to learn how we treat your personal information. By using or accessing our Services in any manner, you acknowledge that you accept the practices and policies outlined in our Privacy Notice, and you hereby consent that we will collect, use and share your information as described in our Privacy Notice.



You may print a copy of this Privacy Notice by using the "Print" feature in your browser. If you have a disability, you may access this Privacy Notice in an alternative format by contacting [info@crestonecapital.com](mailto:info@crestonecapital.com).

This Privacy Notice covers how we treat Personal Data that we gather when you access or use our Services. "Personal Data" means any information that identifies or relates to a particular individual and also includes information referred to as "personally identifiable information" or "personal information" under applicable data privacy laws, rules or regulations. This Privacy Notice does not cover the practices of companies we don't own or control or people we don't manage.

### Information Collected Automatically

Like most websites and similar services, the Services use cookies and similar technologies such as pixel tags, web beacons, clear GIFs and JavaScript (collectively, "Cookies") to enable our servers to automatically recognize your web browser, determine your referring page (if provided by the browser), analyze and track your usage of the system, and tell us how and when you visit and use our Services, to analyze trends, learn about our user base, aggregate usage data, enable features of the Services, operate and improve our Services, record session data, and personalize your experience with the Services. Cookies are small pieces of data – usually text files – placed on your computer, tablet, phone or similar device when you use that device to access our Services. We may also supplement the information we collect from you with information received from third parties, including third parties that have placed their own Cookies on your device(s). Please note that because of our use of Cookies, the Services do not support "Do Not Track" requests sent from a browser at this time.

- We use the following types of Cookies: Performance/Analytical Cookies. Performance/Analytical Cookies allow us to understand how visitors use our Services such as by collecting information about the number of visitors to the Services, what pages visitors view on our Services and how long visitors are viewing pages on the Services. Performance/Analytical Cookies also help us measure the performance of our advertising campaigns in order to help us improve our campaigns and the Services' content for those who engage with our advertising. In addition to our own Performance/Analytical Cookies, the Services may contain Performance/Analytical Cookies from third party analytics services.

You can decide whether or not to accept Cookies through your internet browser's settings. Most browsers have an option for turning off the Cookie feature, which will prevent your browser from accepting new Cookies, as well as (depending on the sophistication of your browser software) allow you to decide on acceptance of each new Cookie in a variety of ways. You can also delete all Cookies that are already on your device. If you do this, however, you may have to manually adjust some preferences every time you visit our website and some of the Services and functionalities may not work.

To explore what Cookie settings are available to you, look in the "preferences" or "options" section of your browser's menu.

The Cookies themselves and other automatically collected information will not contain any Personal Data, but they may be linked to any Personal Data that you provide on our Services.

We may share any non-personally identifiable information, such as the information automatically collected when you visit [crestonecapital.com](http://crestonecapital.com) or any Cookies, with any third party without your knowledge or consent.

### Personal Data Collected

The Personal Data that is collected and used by Crestone includes your name, contact information such as physical addresses, email addresses, and phone numbers; your IP address and geolocation data; account information such as login names and passwords; your employment or occupation and related data including employer names, position, and compensation; and any information in any requests, error logs, or other materials you submit related to the Services.

We collect your Personal Data from information you submit to us directly. Your choice to submit Personal Data is completely voluntary, and by providing any Personal Data to us through the Services or otherwise, you are providing us your consent for us to use your Personal Data for the purposes described herein and as necessary for us to fulfill any obligations to you.

### How We Use Your Personal Data

We process Personal Data to operate, improve, understand and personalize our Services. We collect and use Personal Data for the following purposes:

- To meet or fulfill the reason you provided the information to us.
- To provide support and assistance for the Services.
- To create and manage your account or other user profiles.
- To deliver our newsletters, emails and facilitate events.
- To manage visitors to our offices and protect our proprietary information and intellectual property.
- To respond to user inquiries and fulfill user requests.
- To improve and develop the Services, including testing, research, analysis and product development.
- To protect against or deter fraudulent, illegal or harmful actions and maintain the safety, security and integrity of our Services.
- To comply with our legal or contractual obligations, resolve disputes, and enforce our Terms of Use.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- For any other business purpose stated when collecting your Personal Data or as otherwise set forth in applicable data privacy laws, such as the California Consumer Privacy Act (the "CCPA").

We will not collect additional categories of Personal Data or use the Personal Data we collected for materially different, unrelated, or incompatible purposes without providing you notice.



As noted in the list above, we may communicate with you if you've provided us the means to do so. For example, if you've given us your email address, we may send you promotional email offers or email you about your use of the Services. Also, we may receive a confirmation when you open an email from us, which helps us improve our Services. If you do not want to receive communications from us, please indicate your preference by emailing us at [info@crestonecapital.com](mailto:info@crestonecapital.com).

We may create aggregated, de-identified or anonymized data from the Personal Data we collect, including by removing information that makes the data personally identifiable to a particular user. We may use such aggregated, de-identified or anonymized data and share it with third parties for our lawful business purposes, including to analyze, build and improve the Services and promote our business, provided that we will not share such data in a manner that could identify you.

### **Sharing of Personal Data**

We occasionally hire other companies to provide limited services on our behalf, such as handling the processing and delivery of mailings, providing customer support, processing payment transactions, or performing statistical analysis of our Services. We will only provide those companies the Personal Data they need to deliver the service, which may include your name and contact information and information related to your usage of the Services. They are required to maintain the confidentiality of your information and are prohibited from using that information for any other purpose.

We may transfer your Personal Data to a successor entity or individual upon a merger, consolidation, or other reorganization or sale of substantially all assets of the applicable business, in which we participate. We may also transfer your Personal Data between different offices of ours for internal management and administrative purposes.

We may disclose your Personal Data if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on us; (b) protect and defend our rights or property, including to the Services; or (c) act under exigent circumstances to protect the personal safety of users of the Services or the public.

Except as described above, we do not sell, rent, or lease user Personal Data to third parties.

### **Data Security and Retention**

We seek to protect your Personal Data from unauthorized access, use and disclosure using appropriate physical, technical, organizational and administrative security measures based on the type of Personal Data and how we are processing that data. For example, the Services use industry-standard Secure Sockets Layer (SSL) technology to allow for the encryption of Personal Data you provide to us. You should also help protect your data by appropriately selecting and protecting your password and/or another sign-on mechanism; limiting access to your computer or device and browser; and signing off after you have finished accessing your account. You agree to be responsible for all actions taken under any of your user accounts. You must notify us immediately if you believe that there has been any unauthorized use or access of any of your user accounts. Although we work to protect the security of your accounts and other data that

we hold in our records, please be aware that no method of transmitting data over the Internet or storing data is completely secure. We cannot guarantee the complete security of any data you share with us, and except as expressly required by law, we are not responsible for the theft, destruction, loss or inadvertent disclosure of your information or content.

We retain Personal Data about you for as long as we have a business purpose to do so. In some cases, we retain Personal Data for longer, if doing so is necessary to comply with our legal obligations, resolve disputes or collect fees owed, or is otherwise permitted or required by applicable law, rule or regulation. We may further retain information in an anonymous or aggregated form where that information would not identify you personally.

Personal Data collected through the Services may be stored and processed in the United States or any other country in which we or our affiliates, subsidiaries or agents maintain facilities, and by using any of the Services, you consent to any such transfer of information outside of your country.

### **Personal Data of Children**

We do not knowingly collect or solicit Personal Data about children under 13 years of age; if you are a child under the age of 13, please do not attempt to register for or otherwise use the Services or send us any Personal Data. If we learn we have collected Personal Data from a child under 13 years of age, we will delete that information promptly. If you believe that a child under 13 years of age may have provided Personal Data to us, please contact us at [info@crestonecapital.com](mailto:info@crestonecapital.com).

### **California Resident Rights**

If you are a California resident, you have the rights set forth in this section. Please see the "Exercising Your Rights" section below for instructions regarding how to exercise these rights.

If there are any conflicts between this section and any other provision of this Privacy Notice and you are a California resident, the portion that is more protective of Personal Data shall control to the extent of such conflict. If you have any questions about this section or whether any of the following rights apply to you, please contact us at [info@crestonecapital.com](mailto:info@crestonecapital.com).

#### **Access**

You have the right to request certain information about our collection and use of your Personal Data over the past 12 months. Upon your request, we will provide you with the following information:

- The categories of Personal Data that we have collected about you.
- The categories of sources from which that Personal Data was collected.
- The business or commercial purpose for collecting or selling your Personal Data.
- The categories of third parties with whom we have shared your Personal Data.
- The specific pieces of Personal Data that we have collected about you.

If we have disclosed your Personal Data to any third parties for a business purpose over the past 12 months, we will identify the categories of Personal Data shared with each category of third-party recipient. If we have sold your Personal Data over the past 12 months, we will identify the categories of Personal Data sold to each category of third-party recipient.

### *Deletion*

You have the right to request that we delete the Personal Data that we have collected about you. Under the CCPA, this right is subject to certain exceptions: for example, we may need to retain your Personal Data to provide you with the Services or complete a transaction or other action you have requested. If your deletion request is subject to one of these exceptions, we may deny your deletion request.

### *Exercising Your Rights*

To exercise the rights described above, you must send us a request that (1) provides sufficient information to allow us to verify that you are either the person about whom we have collected Personal Data or are an agent authorized by that person, including without limitation your name and email address, and (2) describes your request in sufficient detail to allow us to understand, evaluate and respond to it. Each request that meets both of these criteria will be considered a "Valid Request." We may not respond to requests that do not meet these criteria. We will only use Personal Data provided in a Valid Request to verify your identity and complete your request. You do not need an account to submit a Valid Request.

We will work to respond to your Valid Request within 45 days of receipt. We will not charge you a fee for making a Valid Request unless your Valid Request(s) is excessive, repetitive or manifestly unfounded. If we determine that your Valid Request warrants a fee, we will notify you of the fee and explain that decision before completing your request.

You may submit a Valid Request at the following link: <https://www.crestonecapital.com/contact-us> or by calling 888.908.8210 or 303.442.4447.

You may also authorize an agent (an "Authorized Agent") to exercise your rights on your behalf. To do this, you must provide your Authorized Agent with a power of attorney or other written permission acceptable to us to exercise your rights on your behalf, and we may request a copy of this power of attorney or written permission from your Authorized Agent when they make a request on your behalf.

### *Personal Data Sales Opt-Out and Opt-In*

In this section, we use the term "sell" as it is defined in the CCPA. Over the past 12 months, we have not sold any Personal Data to third parties. We also do not sell the Personal Data of minors under 16 years of age.

### *We Will Not Discriminate Against You for Exercising Your Rights Under the CCPA*

We will not discriminate against you for exercising your rights under the CCPA. We will not deny you our goods or services, charge you different prices or rates, or provide you a lower quality of



goods and services if you exercise your rights under the CCPA. However, we may offer different tiers of our Services as allowed by applicable data privacy laws (including the CCPA) with varying prices, rates or levels of quality of the goods or services you receive related to the value of Personal Data that we receive from you.

### **International Use**

We make no representations that this Privacy Notice is appropriate for locations outside of the United States, or whether access to the Services and the provision of information through the Services from such locations is permitted. Those who choose to use the Services and provide us with information from such other locations do so on their own initiative and are responsible for compliance with applicable local laws.”

### **Other State Law Privacy Rights**

#### *California Resident Rights*

Under California Civil Code Sections 1798.83-1798.84, California residents are entitled to contact us to prevent disclosure of Personal Data to third parties for such third parties’ direct marketing purposes; in order to submit such a request, please contact us at [info@crestonecapital.com](mailto:info@crestonecapital.com).

#### *Nevada Resident Rights*

If you are a resident of Nevada, you have the right to opt-out of the sale of certain Personal Data to third parties who intend to license or sell that Personal Data. You can exercise this right by submitting a request at the following link: <https://www.crestonecapital.com/contact-us> or by calling 888.908.8210 or 303.442.4447. Please note that we do not currently sell your Personal Data as sales are defined in Nevada Revised Statutes Chapter 603A.

### **Changes to the Terms and Privacy Notice**

We’re constantly trying to improve our Services, so we may need to change our Privacy Notice and Terms from time to time. Any changes to the Privacy Policy or Terms will be posted on this page or a similar page with privacy or legal notices on our website [crestonecapital.com](http://crestonecapital.com). We encourage you to periodically review this Privacy Notice and these Terms to be informed of how we are using and protecting your Personal Data. If you use the Services after any changes to the Privacy Notice or Terms have been posted, that means you agree to all of the changes. Use of information we collect is subject to the Privacy Notice and Terms in effect at the time such information is collected.

### **Contact Information:**

If you have any questions or comments about this Privacy Notice, the ways in which we collect and use your Personal Data or your choices and rights regarding such collection and use, please do not hesitate to contact us at: [info@crestonecapital.com](mailto:info@crestonecapital.com)



## Legal Notices

We reserve the right to terminate or suspend your access to the Services or your account with us for failure to comply with the Terms, the Privacy Notice, any other legal notices on [crestonecapital.com](http://crestonecapital.com), or for infringing any copyright, trademark, or other intellectual property of ours, or for any other reason whatsoever.

You are responsible for all information, content, and materials you contribute, disclose, or share in any manner on or through the Services and you represent and warrant you have all rights necessary to do so. You are responsible for all your activity in connection with the Services.

Nothing on the Services constitutes professional or financial advice of any kind (including business, employment, investment advisory, accounting, tax, and/or legal advice). Advice from a suitably qualified professional should always be sought in relation to any particular matter or circumstance. Nothing on the Services constitutes or forms a part of any offer for sale or subscription of, or any invitation to offer to buy or subscribe for, any securities, nor should it or any part of it form the basis of, or be relied upon in connection with, any contract or commitment whatsoever.

You acknowledge and agree that neither Crestone nor any other person (including, without limitation, any affiliate of Crestone) is in any way obligated to invest in any business you are associated with or offer you to invest in any Crestone entity or affiliate.

THE SERVICES AND THE INFORMATION CONTAINED THEREIN ARE PROVIDED "AS IS" AND "AS AVAILABLE." NEITHER CRESTONE NOR ANY OF ITS AFFILIATES IS PROVIDING ANY WARRANTIES OR REPRESENTATIONS REGARDING THE SERVICES. CRESTONE AND ITS AFFILIATES DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, CRESTONE AND ITS AFFILIATES ARE NOT RESPONSIBLE OR LIABLE FOR ANY INTERRUPTIONS, LIMITATIONS, DELAYS, OMISSIONS, ERRORS, VIRUSES, DEFECTS, HARMFUL ELEMENTS, INABILITY TO ACCESS, OR OTHER PROBLEMS ON OR WITHIN THE SERVICES INCLUDING THOSE ARISING OUT OF YOUR USE OF THE SERVICES. CRESTONE AND ITS AFFILIATES DO NOT WARRANT THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE INFORMATION AND MATERIALS CONTAINED ON THE SERVICES AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE MATERIALS AND INFORMATION.

To the fullest extent allowed by applicable law, under no circumstances and regardless of the form of action, whether in contract, warranty, tort (including negligence), strict liability, or otherwise, will Crestone or its affiliates be liable to you or any other person for (i) any amount in excess of \$100 or (ii) any consequential, incidental, special, punitive, or exemplary damages, regardless of whether Crestone or its affiliates have been apprised of the likelihood of such damages occurring.

To the fullest extent allowed by applicable law, you agree to indemnify and hold Crestone, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys'



fees) arising from or in any way related to any third-party claims relating to (a) your use of the Services (including any actions taken by a third-party using your account), and (b) your violation of these Terms.

You and Crestone agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Crestone and supersede all prior agreements and understandings relating to such subject matter. These Terms are governed by and will be construed under the laws of the State of Colorado, without regard to the conflicts of laws provisions thereof. Any disputes relating to these Terms shall be resolved exclusively in the state courts located in Boulder County, Colorado or Federal courts located in the City and County of Denver, Colorado. These Terms are binding on you as well as your successors and permitted assigns. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable.

Date of Latest Update: August 10, 2021

## FACTS

### WHAT DOES CRESTONE CAPITAL LLC DO WITH YOUR PERSONAL INFORMATION?

#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and other personal information required to open an account
- Account balances and account transactions
- Assets and transaction history

When you are *no longer* our customer, we continue to share your information as described in this notice.

#### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Crestone Capital LLC chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Crestone Capital LLC share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	No	No
<b>For joint marketing with other financial companies</b>	No	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	No
<b>For our affiliates to market to you</b>	No	No
<b>For nonaffiliates to market to you</b>	No	No

#### Questions?

Call 303-442-4447 or go to <http://www.crestonecapital.com>

## Who we are

Who is providing this notice?

Crestone Capital LLC

## What we do

How does Crestone Capital LLC protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Crestone Capital LLC collect my personal information?

We collect your personal information, for example, when you

- Open an account or make an investment
- Transact in your account or make a wire transfer

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include Crestone Asset Management LLC.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Our nonaffiliates include, but are not limited to, our custodial relationships, including Pershing Advisor Solutions LLC.*

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Crestone Capital LLC does not jointly market.*

## Other important information

This notice applies to individual consumers who are customers or former customers. This notice replaces all previous notices of our consumer privacy policy and may be amended at any time. We will keep you informed of changes or amendments as required by law.