

Updated Privacy Notice

Contents

GENERAL INFORMATION..... 3

CONSENT..... 3

PERSONAL INFORMATION 3

Personal Information We Collect About You..... 3

Personal Information You Provide to Us:..... 4

Personal Information We May Automatically Collect About You:..... 5

Cookies & Technologies Used to Collect Information About You..... 6

Cookies (or browser cookies)..... 7

Flash Cookies 8

Web Beacons 8

Analytics..... 8

Mobile Application Technologies 8

Personal Information We May Receive from Third Parties 9

HOW WE USE YOUR PERSONAL INFORMATION 9

SHARING OF YOUR PERSONAL INFORMATION.....10

LINKS TO THIRD-PARTY WEBSITES.....11

SECURITY OF YOUR PERSONAL INFORMATION.....11

CHILDREN’S PERSONAL INFORMATION.....12

DATA RETENTION AND DISPOSAL12

DATA STORAGE AND TRANSFERS.....12

CONTACT US12

CHANGES TO THIS NOTICE13

TERMS & CONDITIONS.....14

GENERAL INFORMATION14

NON-EXCLUSIVE, NON-TRANSFERABLE LICENSE TO USE OUR SERVICES.....14

INTELLECTUAL PROPERTY.....15

PROHIBITED USES.....15

CHILDREN’S INFORMATION17

PERSONAL INFORMATION & PRIVACY.....17

ACCURACY, COMPLETENESS, & TIMELINESS OF INFORMATION.....	17
Errors, Inaccuracies, & Omissions.....	17
Links to the Services.....	17
Links on the Services to Third Party Websites.....	18
WARRANTY DISCLAIMER AND LIMITATION OF DAMAGES AND LIABILITY	18
INDEMNIFICATION.....	19
GOVERNING LAW.....	19
SEVERABILITY	21
TERMINATION	21
NO THIRD-PARTY BENEFICIARIES.....	21
ACCESSIBILITY.....	21
CHANGES TO THESE TERMS & CONDITIONS	21
HOW TO CONTACT US.....	21
ADA ACCESSIBILITY STATEMENT.....	22
Links to Third-Party Content.....	22
Accessibility Needs	22
How to Contact Us.....	22

GENERAL INFORMATION

Sequoia Financial Advisors, LLC (“SFA”) has created this Privacy Notice to apply to clients (current and former) and all users and of this website, and all mobile applications and digital assets offered by us (collectively, our “Services”).

Sequoia Financial Advisors, LLC’s (SFA) relationship with you is based on trust. Part of keeping that trust is the high priority we place on protecting the privacy of your non-public personal information. “Non-Public Personal information” is information received by SFA that identifies you or your accounts. This Privacy Notice describes the types of information we collect, how we use it, and your rights concerning your Personal Information (defined below).

This Privacy Notice is for use and for persons in the United States only.

CONSENT

This Privacy Notice is integrated into our Terms & Conditions of Use (“Terms & Conditions”). By using our Services and providing us with Personal Information, you agree to the practices described in this Privacy Notice and to the updates posted here from time to time. If you withdraw consent, you agree that despite withdrawal, SFA may continue to use your Personal Information previously provided to use to the extent that we are legally or contractually obligated to do so and the to the extent necessary to enforce any contractual obligations you may have to us. You also understand that by withdrawing consent we may no longer be able to provide you with Services previously available with consent.

If you consented to receiving email communication from SFA, you will continue to do so unless you unsubscribe. You may choose to opt out of or unsubscribe from receiving future marketing email messages from us. Each marketing email sent from us contains a link with instructions on how to remove yourself from our email list.

PERSONAL INFORMATION

In this Privacy Notice, when we use the term “Personal Information,” and except where a different definition is noted, we mean information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked with you, directly or indirectly, with a particular consumer as defined under the applicable laws and regulations. Personal Information does not include information that is not covered by applicable privacy laws, including that which cannot be reasonably linked to you, (de-identified or aggregated data) or publicly available information.

Personal Information We Collect About You

We may collect the following types of information about you which are described in more detail below:

- 1) Personal Information you provide to us (such as the information we collect may include your name, address, telephone, facsimile, email address, Social Security number, tax identification number, and investment objective),
- 2) Personal Information we may automatically collect, and
- 3) Personal Information we may receive from third- parties.

All the information listed above is detailed below and hereinafter referred to as “Personal Information.”

Personal Information You Provide to Us:

In using our Services, you may provide us with Personal Information, including, without limitation, the list below. You may provide us with this Personal Information when you upload materials for us to perform services, pay your bill online, submit materials related to a request for proposal, complete forms online, insurance information, cell phone or submit or provide other documentation and information to us.

- **Identifiers**
 - First and last name, email address, name, home, or work address, and/or telephone number
- **Government Issued Documents**
 - Driver’s license or passport information
- **Background Information**
 - Occupation
 - Nationality
 - Military service record information
 - Hobbies or other background information
- **Other Persons’ Information**
 - Emergency contact information or relatives or other person’s Personal Information
- **Financial Information**
 - Tax records, payment information, financial information, such as account numbers and balances, income information, assets, and transaction history, bank information, payment card numbers, expiration dates, and security codes, and other financial and tax documentation and supporting documentation.
- **Comments and Opinions**
 - Survey or content submissions
 - Reasons why you have selected or heard about our Services.
 - When you contact us directly, by email, phone, mail, text, chat, when you post on message boards, blogs or complete an online form, we may record your comments and opinions.
- **Marketing and Event Information**
 - Participation and registration in events and seminars, opt-in marketing selection, and document or resource download references
- **Commercial Information**
 - Products and Services purchased, transaction information and other data obtained or considered or other purchasing or consuming histories or tendencies.
- **Job Applicant and Employee Information (for Job Applicants Only)**
 - Resume, occupation, work samples, benefits, competition requirements, educational history, certifications, or other information provided in applications for employment.
 - This may also include information about your employing entity, business unit, manager and management reporting structure, job title, function and the nature of your duties and responsibilities, and non-publicly available education information.
- **Communications**

- Preferences for communications and Services, chats, posts, or interactions and communications with us or our third-party providers
- **Preferences**
 - Information derived from other Personal Information about you, which could include your preferences, interests, and other information used to personalize your experience.
 - Preferences set for notifications, marketing communications and how our website is displayed.
- **Consent**
 - Additional information as otherwise described to you at the point of collection or pursuant to your consent.
- **Other**
 - Any other information you choose to directly provide to us in connection with your use of the Services.

You are responsible for ensuring the accuracy of the Personal Information you submit to us. Submitting inaccurate Personal Information or failing to maintain the accuracy of Personal Information that changes (for example, a change of physical address or email address) may disrupt your ability to use our Services, may affect the information you receive from us, and may impact our ability to contact you. You can update your Personal Information at any time by logging into and visiting your user account page or [Contact Us](#).

Personal Information We May Automatically Collect About You:

Our Services may automatically collect certain Personal Information. We may collect Personal Information automatically through your use of our Services, including the website, such as through use of cookies, or through security monitoring and recording at our offices and facilities, on phone calls, and through third parties. We use this information to help us design our Services to better suit our users' needs and for other business purposes as described in this Privacy Notice.

This Personal Information may include:

- **System and Device Information**
 - We may collect information about the device type, for example computer, tablet, smartphone, or other electronic device you use to connect to our Services.
 - Every computer on the Internet has a unique address called an Internet Protocol ("IP" Address). An IP address is just like a telephone number in that it is a long string of numbers. IP addresses are automatically assigned to all Internet Users by their Internet Service Providers ("ISP"). However, since it would be difficult to remember everyone's IP address, the Internet allows you to type in an easy to remember name, i.e., a domain name or e-mail address which corresponds to the IP address. When you use the Internet, your IP address, as well as other information is automatically logged by web servers.
 - Along with your IP address, we also collect browser type and language; operating system; platform type; device type; software and hardware attributes; and unique device, advertising, and app identifiers.
 - Internet or other electronic network activity information, including browser and app logs, content you view or engage with, and app, browser, and device information;
 - Domain server from which you are using our Services.

- Type of computer, web browsers, software, search engine used, operating system, or platform you use.
- Mobile device information, which could include the type of device you use, operating system version, your device's telephone number (if it has one), the device identifier (or "UDID"). This also includes behavior, use, and aggregated usage, performance data, and from where the application was downloaded.
- Location information related to the IP address of devices used to access the Services, type of browser software, operating system, or mobile device in use, associated region or location data, Internet domain and service provider used, and referring/exit pages from which you linked to our Services.
- **Date and Time**
 - Date and time of your visit or use of our Services
- **Activity**
 - Data identifying the website pages you visited that referred you to our website or use of our Services.
 - Your movement and activity within the website, which is aggregated with other information.
 - For example, the website from which you came, how frequently you access the Services, the time you access the Services and how long you use them for, whether you open emails or click the links contained in emails, whether you access the Services from multiple devices, interaction with email content, access times, error logs, and other similar information, and other actions you take on the Services. Information about files you download, domain names, landing pages, activity within our website, content or ads viewed and clicked, dates and times of access, pages viewed, forms you complete or partially complete, search terms, uploads or downloads, the URL that referred you to our Services.
- **Location Related Information**
 - Location Data generally, or with your consent, your precise GPS location.
- **Social Media**
 - Information provided by social networks connected to the Service, in accordance with your privacy settings on the social media platform. The connected social network may provide us with information such as your name, ID, profile picture, network, gender, username, user ID, email address, friend list, age or age range, language, country, friends list, follower list, photos, location, generated contact, and any other information you have agreed it can share or that the social network provides to us. It also includes information you provide to us directly through our Services on social media networking and blogging platforms (e.g., Facebook, Instagram, YouTube, and Twitter). Inferences drawn from any of the information identified above reflecting your preferences and characteristics.

Cookies & Technologies Used to Collect Information About You

We collect the above Personal Information directly and through the use of third parties. We collect this Personal Information by using certain technologies, such as cookies, web beacons, and other technologies. Third-party service providers, advertisers, and/or partners may also view, edit, or set their own cookies or place web beacons. The use of these technologies by such third- parties is subject to their own privacy policies and is not covered by this Privacy Notice, except as required by law.

Cookies (or browser cookies)

Cookies and similar technologies are small files of letters and numbers that we store on your web browser or the hard drive of your computer or mobile device. Cookies contain information that is transferred to the hard drive of your computer or mobile device and enable the website's or service provider's systems to recognize the user's browser and capture and remember certain information.

Cookies may be sent to your browser's temporary memory system to assist you in navigating during a particular session only, or a cookie can be sent to your hard drive to serve you better when you return to the website (for example to recognize you when you return to the website, to save your password and to offer you customized content).

There are three types of cookies that we may use:

1. **Strictly Necessary:** These cookies are essential to enable you to browse our Site and use its features. The information collected by these cookies relate to the operation of our Site (e.g., website scripting language and security tokens to maintain secure areas of our Site).
2. **Performance / Analytics:** These cookies collect anonymous information about how you use our Site (e.g., which pages you visit most often, whether you receive any error messages, and how you arrived at our Site). Information collected by these cookies is used only to improve your use of our Site and never to identify you.
3. **Functionality:** These cookies remember choices you make (e.g., the country you visit our Services from, your language and any changes you have made to text size or other parts of web pages that you can customize), to improve your experience of our Services and to make your visits and use more tailored and enjoyable. The information these cookies collect may be anonymized and cannot be used to track your browsing activity on other websites.

Most Internet browsers are automatically set up to accept cookies. However, if you want to refuse or delete any cookies (or similar technologies), please refer to the help and support area on your Internet browser for instructions on how to block or delete cookies. Please note you may not be able to take advantage of all the features of our Site, including any personalized features, if you delete or disable cookies.

You can set your browser to notify you when you receive a "cookie" giving you the opportunity to accept or to refuse it. See "Help" in your browser. Deleting or not accepting cookies will not prevent you from accessing this website or participating on the website. However, if you do not employ the technology your navigation may be less convenient or personalized given the purposes for cookies.

You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting, you may be unable to access certain parts of our Services. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our website.

Some website browsers have incorporated "Do Not Track" features that send an automated signal to the websites that you visit using that browser. Currently, the Services do not recognize or respond to these signals. However, you can adjust your preferences regarding the data we collect using the tools and methods described above.

For more information on managing cookies, please go to www.allaboutcookies.org or <http://www.aboutads.info> which have further information about behavioral advertising and online privacy.

Flash Cookies

We may use local shared objects, also known as Flash cookies, to store your preferences such as volume control or display content based upon what you view on our site to personalize your visit. Third- parties, with whom we partner to provide certain features or to display advertising based upon your browsing activity, use Flash cookies to collect and store information. Flash cookies are different from browser cookies because of the amount and type of data stored and the method of storing this data. Cookie management tools provided by your browser will not remove Flash cookies.

For Flash cookies, you can access Flash management tools from Adobe’s website. In addition, some, but not all, browsers provide the ability to remove LSOs within cookie and privacy settings.

Web Beacons

Website pages may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit us, for example, to count users who have visited those pages and for other related statistics (for example, recording the popularity of certain content and verifying system and server integrity). We also use these technical methods to analyze the traffic patterns, such as the frequency with which our users visit various parts of the Services. These technical methods may involve the transmission of information either directly to us or to a third party authorized by us to collect information on our behalf. Our Services may use retargeting pixels from Google, Facebook, and other ad networks. We may also use web beacons in HTML emails that we send to determine whether the recipients have opened those emails and/or clicked on links in those emails.

Analytics

Analytics are tools we use, such as Google Analytics, to help provide us with information about traffic to our website and use of our Services, which Google may share with other services and websites who use the collected data to contextualize and personalize the ads of its own advertising network. Learn more about Google’s Privacy Notice here: <https://policies.google.com/privacy?hl=en-US>. You can opt-out of having your activity on our Services made available to Google Analytics by installing the Google Analytics opt-out add-on for your web browser by visiting: <https://tools.google.com/dlpage/gaoptout> for your web browser.

Mobile Application Technologies

If you access our website and Services through a mobile device, we may automatically collect information about your device, your phone number, and your physical location.

By using our Services, you agree that we may contact you by calling or sending messages to your phone, including messages sent to your personal telephone device, i.e., “Mobile Push Notifications.” You can use the settings on your mobile device to enable or turn off mobile push notifications from us or Contact Us directly at info@sequoia-financial.com.

Personal Information We May Receive from Third Parties

We may collect additional Personal Information about you from our affiliates, partners or vendors, data brokers, third-party websites, social media platforms, such as, but not limited, to Facebook, Twitter, Instagram, LinkedIn (“Social Media Platforms”), and/or sources providing publicly-available information (e.g., from the U.S. Postal Service) to help us provide the Services to you, confirm, enhance, or supplement our existing information about you (e.g. with your consent, background checks for credit and criminal history), help prevent fraud, maintain security, and for marketing, advertising and other business purposes.

Personal Information we may access about you, with your consent, may include, but is not limited to, your basic social media platform information, your location data, your list of contacts, friends or followers and certain information about your activities on the social Media Platform. This information is used by SFA for the operation of our Services, to maintain quality of the service, and to provide general statistics regarding use of the SFA Services. Please keep in mind that when you provide Personal Information through SFA public message boards or on a third-party website or platform (for example, via our applications), the information you provide may be separately collected by the third-party website or the social media platform. Note: SFA does not read any of your private online communications.

We may also collect Personal Information to perform our Services, including tax records, public filings, and other information available from third-party websites.

The Personal Information we collect is covered by this Privacy Notice, and the information the third-party website or social media platform collects is subject to the third-party website or platform’s privacy practices. We encourage you to review the privacy statements of websites you choose to link to from SFA so that you can understand how those websites collect, use, and share your Personal Information. SFA is not responsible for the privacy statements or other content on websites outside of SFA and SFA family of websites. You are responsible for reading those privacy statements on third party websites.

HOW WE USE YOUR PERSONAL INFORMATION

We use and process your Personal Information for purposes that may include, but are not limited to, the following:

- Operate the SFA website and deliver the Services you have requested
- Inform you of other products or services available from SFA
- Provide related products, promotions, newsletters, and information you request
- Contact you via surveys to conduct research about your opinion of current Services or of potential new services that may be offered
- Provide you with financial services or related information
- Respond to your inquiries and provide you with requested information and other communications, including by email, text, or chats, including customer support services
- Personalize or customize your experience
- Allow you to participate in interactive features when you choose to do so
- Deliver location-based Services and comply with the territorial requirements and restrictions

- Fulfill contracts we have with you
- Maintain, improve, customize, or administer the Services, perform business analyses, or other internal purposes to improve the quality of our business, the Services, resolve technical problems, or improve security or develop other products and Services
- Comply with our Terms & Conditions
- Assess your application for employment
- Analytics for business purposes and business intelligence, including how Services are used so we can improve and expand upon them
- Comply with any applicable laws and regulations and respond to lawful requests
- Operate our business
- For any other purposes disclosed to you at the time we collect your information and/or pursuant to your consent

SHARING OF YOUR PERSONAL INFORMATION

We may share your Personal Information as set forth in the Privacy Notice and in the following circumstances:

- **Affiliates.** SFA may from time to time share client Personal Information with one of our affiliated companies. However, SFA will ask for your consent prior to one of our affiliated companies contacting you regarding the affiliated company's services.
- **Related Entities.** SFA discloses Personal Information to non-affiliated co-advisers, brokers, and other agents, including Charles Schwab & Company, Inc., and Fidelity Investments to help SFA provide its advisory services, process your transactions, and service your accounts. SFA may also provide your information to vendors providing data processing; computer software maintenance and development; compliance and legal consulting; and other general business consulting services. These vendors are contractually bound to maintain the confidentiality of all Personal Information.
- **Disclosure of Personal Information for Legal and Administrative Reasons.** We may disclose your Personal Information without notice: (i) when required by law or to comply with a court order, subpoena, search warrant, or other legal process; (ii) to cooperate or undertake an internal or external investigation or audit; (iii) to comply with legal, regulatory or administrative requirements of governmental authorities (including, without limitation, requests from the governmental agency authorities to view your Personal Information); (iv) to protect and defend the rights, property or safety of us, our subsidiaries and affiliates and any of their officers, directors, employees, attorneys, agents, contractors and partners, and the website Service users; (v) to enforce or apply our Terms & Conditions; and (vi) to verify the identity of the user of our Services.
- **Safety and Security.** We may share Personal Information to protect the safety and security of our users and customers, to prevent fraud, abuse, or unauthorized activities, to protect the rights of property of us, third parties, you, or others, including enforcing the terms of our agreements.
- **Business Purposes.** To fulfill our everyday business purposes.

- **With Your Consent.** We may share Personal Information consistent with this Privacy Notice with your consent.
- **Lawful Purpose.** For other purposes permitted by law.

LINKS TO THIRD-PARTY WEBSITES

SFA may occasionally provide links to sites operated by outside parties (“third-party websites”) that we believe may be of interest to you. Such links do not constitute an endorsement by us of those other websites, the content displayed therein, or the persons or entities associated therewith. We do not disclose your Personal Information to these third-party websites without obtaining your consent. In addition, from our Services you may be able to interact with social media platforms, for example, by “liking” us on Facebook. If you choose to click on a link to one of these third-party websites or choose to interact with or through a social media platform, your activities are not governed by this Privacy Notice and will be governed by the Privacy Notice on that third-party website or social media platform. This Privacy Notice only applies to Personal Information collected by us. Please review their privacy policies and terms of service before disclosing any Personal Information to determine their respective privacy practices. SFA does not review, does not endorse, and is not responsible for the privacy practices of these third-party websites and social media platforms.

- We may also maintain a page on Facebook or other social media platforms. Those pages and your interaction with them are governed by the privacy policies of Facebook or other relevant social media platform, and not our Privacy Notice. As with other third-party websites, we do not endorse and is not responsible for the privacy practices of these forums, although we may have a presence on them.
- We are not responsible for the privacy and security practices of those other websites or social media platforms or the information they may collect (which may include IP address). You should refer to such third parties' privacy policies on their sites to determine their respective privacy practices.

SECURITY OF YOUR PERSONAL INFORMATION

SFA employs commercially reasonable measures as it relates to physical, electronic, and procedural safeguards to help protect your Personal Information. However, you should assume that no data transmitted over the Internet or stored or maintained by us or our third-party service providers can be 100% secure. Therefore, although we believe the measures implemented by us reduce the likelihood of security problems to a level appropriate to the type of data involved, we do not promise or guarantee, and you should not expect, that your information or private communications will always remain private or secure. We do not guarantee that your Personal Information will not be misused by third parties. We are not responsible for the circumvention of any privacy settings or security features. You agree that we will not have any liability for misuse, access, acquisition, deletion, or disclosure of your Personal Information.

It is your responsibility to maintain the confidentiality of your log-in credentials and unique identifiers used to access the Services. You are also responsible for ensuring the accuracy of the Personal Information you submit to SFA. Submitting inaccurate Personal Information or failing to maintain the accuracy of Personal Information that changes (for example, a change of email address) may disrupt your ability to use our Services, may affect the Services you receive from us,

and may impact our ability to contact you. You can update your Personal Information at any time by logging into and visiting your user account page.

If you believe that your Personal Information has been accessed or acquired by an unauthorized person, you shall promptly Contact Us at info@sequoia-financial.com so that necessary measures can quickly be taken.

CHILDREN'S PERSONAL INFORMATION

SFA's services are only intended for individuals over the age of eighteen (18). If you believe that we have mistakenly or unintentionally collected Personal Information from a child under the age of eighteen (18), please contact us immediately at info@sequoia-financial.com.

DATA RETENTION AND DISPOSAL

SFA will retain your Personal Information for as long as needed to provide you with our Services. SFA will also retain and use your Personal Information as necessary to comply with our legal obligations, including any applicable rules on statute of limitations, any relevant litigation, or regulatory investigations, to enable us to defend or bring potential legal claims, resolve disputes, enforce our agreements, and in accordance with our routine recordkeeping that considers the duration of your use of our Services. We are under no obligation to store Personal Information indefinitely. We disclaim any liability arising out of, or related to, the disposal of your Personal Information.

DATA STORAGE AND TRANSFERS

We operate in the United States. Your Personal Information may be transferred to and processed in any country where we have offices or in which we engage service providers. These countries may be outside the United States and may have different data protection laws than in the United States.

Thus, we transfer your Personal Information to third parties as in this Privacy Notice, some of these parties may be located in countries other than your own, whose privacy and data protection laws may not be equivalent to those in your country of residence.

When we transfer your Personal Information to other countries we apply appropriate safeguards, to protect your Personal Information and comply with applicable laws. If you have questions about how we transfer your Personal Information, please [Contact Us](#).

CONTACT US

For general inquiries, please contact us at info@sequoia-financial.com. For consumers who would like to limit information sharing with our affiliates and subsidiaries (but not from the sharing of information necessary for us to follow the law, as permitted by law, or to give you the necessary service on your accounts with us), please contact us at

Email: info@sequoia-financial.com
Telephone: (330) 375-9480
Address: 3500 Embassy Parkway, Suite 100
Akron, OH 44333

Last Updated: February 8, 2024

If you feel that you are in a jurisdiction or reside in a place that affords you rights not addressed by this Privacy Notice, please contact us.

CHANGES TO THIS NOTICE

We reserve the right to update, modify, or amend this Privacy Notice to reflect company and customer feedback, changes in our services, accommodate new technologies or regulatory requirements, or for other purposes. If we modify our Privacy Notice, we will update the “Effective Date” below, and such changes will be effective upon posting. SFA encourages you to periodically review this Notice to stay informed and be aware of any changes.

Last updated: March 6, 2024

TERMS & CONDITIONS

Sequoia Financial Advisors, LLC (“SFA”), has created the following Terms & Conditions of Use (“Terms & Conditions”) to apply to users and clients of this website, mobile applications, and all digital assets contained or offered therein (collectively, our “Services”).

These Terms & Conditions are integrated into our Privacy Notice.

Except as otherwise prescribed by applicable law, in the event of any inconsistency between the English language version and local language version of this Terms & Conditions, the English Language version will prevail.

GENERAL INFORMATION

Please carefully read these Terms & Conditions before using our Services. By using our Services, you agree to be bound by the Terms & Conditions, **including the Binding Arbitration Clause and Class Action Waiver described below**, and the Privacy Notice.

If you do not agree to the Terms & Conditions, then you must not use our Services. If you violate the Terms & Conditions, we reserve the right to deny you access to our Services, together with any and all other legal remedies.

The headings used are included for convenience only and will not limit or otherwise affect these Terms & Conditions.

Use the Services at your own risk. The content and the Services are for your general Personal Information and use only.

The Terms & Conditions are between you, SFA, and SFA’s affiliated companies, which include Sequoia Financial Group, LLC, Sequoia Financial Insurance Agency, LLC, Long Road Risk Management, LLC, Valmark Policy Management Company, LLC, Cohen & Company, Ltd., and Cohen & Company, Ltd. Affiliates, such as Investment Industry Services, and they govern your access and use of the Services.

NON-EXCLUSIVE, NON-TRANSFERABLE LICENSE TO USE OUR SERVICES

We grant you a limited, revocable, non-exclusive, non-transferable license to review and in some instances print content from our Services (e.g., our website) for your personal and educational purposes as long as they do not violate any aspect of these Terms & Conditions or applicable law, including our intellectual property and other proprietary rights in and to the Services or the intellectual property rights of another party. We reserve the right to terminate or limit your access to our Services and/or the licenses granted for any reason (or no reason) and in our sole discretion.

We reserve the right to, at any time, temporarily or permanently, modify or discontinue any features associated with the Services with or without notice and, for any reason, including performing

maintenance, repairs, or upgrades. We will endeavor to provide notice before any scheduled upgrades. We (and our licensors) remain the sole owner of all rights, title, and interest in the Services. We will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period.

INTELLECTUAL PROPERTY

All content, features, and functionality available through our Services, including but not limited to design, artwork, hyperlinks, text, videos, calendars, software, images, technical drawings, blog posts, podcasts, audio, images, art, code, configurations, graphics, other files, and their selection and arrangement (“Materials”) are either the proprietary property of us, our affiliates, or licensors and are protected by United States and international intellectual property and proprietary rights laws. We reserve any and all rights to the Materials. The Materials may not be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means in whole or in part without our prior written permission except you may download and print Materials for non-commercial uses that are not competitive with or derogatory to us, provided that you keep all copyright or other proprietary notices intact, do not alter such Materials, and do not further reproduce, publish or distribute such Materials. Please note that this limited consent may be revoked at any time by us and does not include consent to republish Materials on the Internet, or any intranet or extranet site, or to incorporate the Materials in any database or other compilation. Any other use of the Materials is strictly prohibited. You further agree that you will not systematically extract, collect, or harvest through electronic means or otherwise, any data or data fields from our Services, including but not limited to customer identities or Personal Information (as defined in our Privacy Notice).

All registered and unregistered trademarks visible or accessible through our Services are trademarks of SFA, or licensors, and may not be copied, imitated, or used in whole or in part without the prior written permission of us, or our owners. All page headers, customer graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of ours or our affiliates and may not be copied, imitated, or used in whole or in part without our prior written permission.

PROHIBITED USES

In addition to other prohibitions as set forth in the Terms & Conditions, you are prohibited from using the Services or its related content:

- a) for any unlawful or fraudulent purpose, including but not limited to, the use of fraudulent credit card information;
- b) to solicit others to perform or participate in any unlawful or prohibited acts;
- c) to violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances;
- d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others or delete the copyright or other proprietary rights notice from any content;
- e) to harass, abuse, insult, harm, defame, slander, annoy, disparage, intimidate, or discriminate based upon gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- f) to submit false or misleading information or otherwise attempt to mislead or impersonate another;
- g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of Services including our website (or related website, other websites, or the Internet) or Services;
- h) to collect or track the personal information of others;

- i) to send advertising or promotion materials, spam, phishing, pharm, pretext, spider, crawl, scrape or facilitate the use of any malware or ransomware;
- j) for any damaging, obscene or immoral purpose;
- k) to interfere with or circumvent the security features of the website (or related website, other websites, or the Internet) and/or Services, including those to prevent copying of content or that limit use;
- l) to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam" or any other similar solicitation;
- m) to systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- n) to make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses;
- o) to use a buying agent or purchasing agent to make purchases on the website;
- p) to use the Services to advertise or offer to sell goods and services;
- q) to engage in unauthorized framing of or linking to the Services;
- r) to engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
- s) to interfere with, disrupt, or create an undue burden on the website or the networks or services connected to the Services;
- t) to sell or otherwise transfer your profile;
- u) to use the Services as part of any effort to compete with us or otherwise use the Services and/or the content for any revenue-generating endeavor or commercial enterprise;
- v) to decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the website;
- w) to copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
- x) to upload or transmit (or attempt to upload or to transmit) viruses, trojan horses, malicious code, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services;
- y) to upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms");
- z) except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or using or launching any unauthorized script or other software; or
- aa) in any way that may be deemed a breach or violation of any of our Terms & Conditions or this Privacy Notice. We reserve the right to terminate your use of the Services or any related website for violating any of the prohibited uses.

CHILDREN'S INFORMATION

Our Services, including our website and any mobile applications, are intended only for users over the age of eighteen (18).

CHILDREN: If you are under eighteen (18) years of age, please do not use or access our Services at any time or in any manner. Please contact us at info@sequoia-financial.com if you believe that we have mistakenly or unintentionally collected information from a child under the age of eighteen (18). We will take appropriate steps to delete it.

If you create a link to a page of this website, you do so at your own risk and the exclusions and limitations set out above will apply to your use of our website or Services by linking to it.

PERSONAL INFORMATION & PRIVACY

Please refer to our Privacy Notice for information about the types of Personal Information we collect, how we use it, how you can control the use and disclosure of it, and how you may access and update information about you provided to us. You understand that your Personal Information may be transferred over various networks and there may be changes to such information to confirm and adapt to technical requirements of connecting networks or devices.

ACCURACY, COMPLETENESS, & TIMELINESS OF INFORMATION

Errors, Inaccuracies, & Omissions

Our Services, including our website and application, may contain typographical errors, inaccuracies, or omissions that may relate to company offerings, promotions, packages, programs, events, and materials. We do not warrant the accuracy, completeness, or usefulness of this information. We disclaim all liability and responsibility placed on such information by you, or by anyone who may be informed of any of its contents.

We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders or programs if any information about the Services or on any related website is inaccurate at any time without prior notice (including after you have submitted your order, request, submission, payment, form, etc.).

We do not take on any obligation to update, amend, or clarify information in the Services or on any related website, including without limitation, pricing, dates, availability, location, products, and services, except as required by law.

No specified update or refresh data applied in the Services or on any related website should be taken to indicate that all information in the Services or on any related website has been modified or updated.

Links to the Services

You may not create a link to any page of our Services without our prior written consent. If you do create a link to a page of our Services, you do so at your own risk and the exclusions and limitations set out above will apply to your use of our Services by linking to it.

Links on the Services to Third Party Websites

Our Services might include links to other websites, mobile applications, or social media platforms. We are not responsible for examining or evaluating the content or accuracy of any other website and do not warrant and will not have any liability or responsibility for any other party's materials or websites or for any other materials, products, or services of other websites. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any other party's websites or other platforms. Please review carefully other party's website policies and practices and make sure you understand them before you engage in any transaction. Claims, complaints, questions, or concerns regarding other parties should be directed to that party.

WARRANTY DISCLAIMER AND LIMITATION OF DAMAGES AND LIABILITY

OUR SERVICES, AND THE INFORMATION ON OR AVAILABLE THROUGH OUR SERVICES, IS PROVIDED ON AN "AS IS" BASIS WITHOUT ANY REPRESENTATION, WARRANTIES, OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITION OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF OUR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICES FOR INDEFINITE PERIODS OF TIME OR CANCEL THEM AT ANY TIME WITHOUT NOTICE TO YOU. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXCLUDE ALL REPRESENTATIONS AND WARRANTIES RELATING TO OUR SERVICES, OR RELATED CONTENT, FOR WHICH IS OR MAY BE PROVIDED BY ANY AFFILIATES OR ANY OTHER THIRD PARTY, INCLUDING IN RELATION TO ANY INACCURACIES OR OMISSIONS IN OUR SERVICES AND/OR OUR LITERATURE. YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR OWN RISK. IF YOU ARE DISSATISFIED WITH THE SERVICE OR ANY OF ITS CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING AND ACCESSING THE SERVICE.

IN NO CASE SHALL WE, OUR EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, DAMAGE CAUSED TO YOUR COMPUTER, COMPUTER SOFTWARE, SYSTEMS AND PROGRAMS AND THE DATA THEREON, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE ARISING FROM YOUR USE OF THE SERVICES OR IN ANY WAY RELATED TO THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY ERRORS OR OMISSIONS IN ANY USE OF THE SERVICES OR ANY CONTENT OR PRODUCT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE. IN ANY EVENT, THE AGGREGATE LIABILITY OF US AND OUR AFFILIATES AND OUR SERVICE PROVIDERS UNDER THESE TERMS & CONDITIONS SHALL NOT EXCEED FIVE HUNDRED DOLLARS (\$500.00). YOU ACKNOWLEDGE THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE UNKNOWN OR UNSUSPECTED. ACCORDINGLY, YOU AGREE TO WAIVE THE BENEFIT OF ANY LAW,

INCLUDING, TO THE EXTENT APPLICABLE, CALIFORNIA CIVIL CODE § 1542, THAT OTHERWISE MIGHT LIMIT YOUR WAIVER OF SUCH CLAIMS.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

IN THE CASE OF JURISDICTIONS THAT RESTRICT LIMITATION CLAUSES, THE ABOVE LIMITATIONS SHALL BE APPLIED TO THE GREATEST EXTENT PERMITTED BY THE RELEVANT LAW IN SUCH JURISDICTIONS. THE ABOVE LIMITATIONS DO NOT, IN ANY WAY, EXCLUDE ANY LIABILITY OF US, ITS AFFILIATES, ITS LICENSORS, OR ANY MEMBER OF THE BILLS GROUP WHERE IT WOULD BE UNLAWFUL TO DO SO.

You agree to defend, indemnify, and hold harmless SFA, its parent, subsidiaries, affiliates and the directors, officers, employees, shareholders, vendors, partners, contractors, agents, licensors or other representatives of each of them and all their successors and assigns with respect to claims, costs (including attorneys' fees and costs), damages, liability and expenses or obligations of any kind arising out of or in connection with your access to or misuse of the Site. SFA reserves the right to assume the exclusive defense and control of any claim subject to indemnification, and in such case, you agree to cooperate with us to defend such claim.

INDEMNIFICATION

To the fullest extent permitted by law, and except to the extent arising from our gross negligence or intentional misconduct, you agree to indemnify, defend, and hold harmless us, and our employees, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any claim or demand, including reasonable attorneys' fees, disbursements, and costs, made by any third party due to or arising out of your breach of these Terms & Conditions, our Privacy Notice, or the documents they incorporate by reference, or your violation of any law or rights of a third party. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with us in asserting any available defenses. You shall not settle any actions or claims on our behalf without our prior written consent.

GOVERNING LAW

The Terms & Conditions and any separate agreements whereby we provide you services shall be governed and construed in accordance with the laws of Ohio without reference to any conflict of law rules.

You agree that you will not use the Services in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

ARBITRATION CLAUSE AND CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS

a. Arbitration Notice

- i. You and we agree that if there is any dispute or claim arising from or related to our Services, these Terms & Conditions, and/or the Privacy Notice it will be resolved by confidential binding arbitration in Akron, Ohio rather than in court, after first giving

Notice of the Dispute (“Notice”) to the other party and the opportunity to discuss resolution within thirty (30) days of such notice. The notice to us should be sent to info@sequoia-financial.com. This notice must include a description of the nature and basis of the claims the party is asserting, and the relief sought.

- ii. If you and we are unable to resolve the claims described in the notice within thirty (30) days after the notice is sent, you or the company may initiate arbitration proceedings. **There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the provisions of these Terms & Conditions as a court would. YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY AND KNOWINGLY FORFEITING YOUR RIGHT TO A TRIAL BY JURY AND TO OTHERWISE PROCEED IN A LAWSUIT IN STATE OR FEDERAL COURT.**
- iii. The Federal Arbitration Act and federal arbitration law apply, and the American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. Payment of all filing, administration, and arbitrator fees will be governed by the AAA’s rules.
- iv. The arbitration shall be held in Akron, Ohio or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or we may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and us subject to the arbitrator’s discretion to require an in-person hearing if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by you and us unless the arbitrator requires otherwise.
- v. The arbitrator will decide the substance of all claims in accordance with the laws of Ohio including recognized principles of equity and will honor all claims of privilege recognized by applicable law. The arbitrator’s award shall be confidential, final, and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- vi. Notwithstanding any provision in these Terms & Conditions to the contrary, you and SFA agree that if we make any change to this section (other than a change to any notice address or website link provided herein) in the future, that change shall not apply to any claim that was filed in a proceeding against us prior to the effective date of the change. Moreover, if we seek to terminate this section, any such termination shall not be effective until thirty (30) days after the version of the Terms & Conditions containing this section is posted to the website and shall not be effective as to any claim that was filed in a proceeding against us prior to the effective date of termination.
- vii. **CLASS ACTION WAIVER: YOU AND THE COMPANY AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.** If for any reason a claim proceeds in court rather than in arbitration, **we each waive any right to a jury trial.** We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

b. Claims and Disputes Must be Filed Within One Year

To the extent permitted by law, and without limiting the effect of any disclaimer contained herein, any cause of action or claim you may have with respect to your use of the Services, including, without limitation, any website or mobile application or other Services-related product, services, or other content must be commenced within one (1) year after the claim or cause of action arises. This section applies to you and your heirs, successors, and assigns.

SEVERABILITY

To the extent that any provision of these Terms & Conditions is deemed to be unlawful, void, or unenforceable, including the binding arbitration clause and class action waiver, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms & Conditions. Such determination shall not affect the validity and enforceability of any other remaining provisions.

TERMINATION

These Terms & Conditions are effective until terminated. We may terminate this agreement at any time without notice to you and may deny you access to our Services.

NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to the Terms & Conditions. We shall have the right to assign our rights or delegate any of its responsibilities under these Terms & Conditions to an affiliate or in connection with a merger, consolidation, or reorganization for the sale of substantially all of our assets.

ACCESSIBILITY

Please see our Accessibility page if you experience any difficulty in accessing any of the Services.

CHANGES TO THESE TERMS & CONDITIONS

We reserve the right to change, modify, or amend these Terms & Conditions at any time to reflect changes in our practices and service offerings. If we modify our Terms & Conditions, such changes will be effective upon posting. It is your obligation to check our current Terms & Conditions for any changes. These Terms & Conditions may only be modified in writing. Any ambiguities in the interpretation will not be construed against the drafter.

HOW TO CONTACT US

If you have any questions about the Terms & Conditions, please contact us:

Email: info@sequoia-financial.com
Telephone: (330) 375-9480
Address: 3500 Embassy Parkway, Suite 100
Akron, OH 44333

Last Updated: March 6, 2024

ADA ACCESSIBILITY STATEMENT

ADA ACCESSIBILITY STATEMENT

Sequoia Financial Advisors, LLC (“SFA”) takes steps to provide for accessibility and usability of our website, mobile applications, and other digital assets (collectively referred to as our “Services”).

Links to Third-Party Content

In providing our Services we may link to third-party websites. We cannot control or correct problems with these third-party websites. You may also want to address your concerns directly to these third parties.

Accessibility Needs

If you have difficulty accessing or using any element of our Services, please contact us using the information below. We will work with you to try to provide the information, service, or transaction you seek through a communication method that works for you and is consistent with applicable law.

How to Contact Us

We are continuously improving our Services and working to make them more accessible. If you are having difficulty accessing our Services, please [Contact Us](#). To enable us to respond in a manner most helpful to you, please indicate: (1) the nature of your accessibility problem; (2) the specific page or content you are trying to access; (3) the type of browser and any assistive technology (if applicable) you are using; (4) the approximate date and time you attempted to access the content; and (5) your contact information, including the best time and method to reach you.

If you have any suggestions or questions regarding the accessibility of the Services, please contact us:

Email: info@sequoia-financial.com
Telephone: (330) 375-9480
Address: 3500 Embassy Parkway, Suite 100
Akron, OH 44333

Last Updated: March 6, 2024