

# ZEVENBERGEN CAPITAL INVESTMENTS TERMS OF USE AND PRIVACY POLICY

*Last Updated: February 28, 2019*

These Terms of Use (“**Terms**”) apply to your access to and use of the website and other online products and services (collectively, our “**Services**”) provided by Zevenbergen Capital Investments LLC (“**Zevenbergen**,” “**we**,” “**us**” or “**our**”). [By accessing or using our Services, you agree to these Terms. If you do not agree to these Terms, do not access or use our Services.

These Terms do not apply to the provision of any regulated investment services by Zevenbergen. Such regulated investment services are governed by our Investment Advisory Agreement which we enter into with our clients. ZCI’s Services are not available to parties outside the United States. If you are not located in the United States, do not access or use our Services.

## **1 Privacy**

Please refer to our Privacy Policy contained herein (starting on page 5) for information about how we collect, use and disclose information about you. If you are an investment client of Zevenbergen, please review the Privacy Notice available on the client portal for more information about how Zevenbergen uses nonpublic personal information about you when providing you with investment services.

## **2 Eligibility**

You must be a United States resident and at least 18 years of age to access or use our Services. If you are accessing or using our Services on behalf of another person or entity, you represent that you are authorized to accept these Terms on that person or entity’s behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates these Terms.

## **3 User Accounts and Account Security**

You may need an account to access some or all of our Services. If you have an online account, you agree to keep your account information current, maintain the security of your account and promptly notify Zevenbergen if you discover or suspect that someone has accessed your account without your permission. You are responsible for all activities that occur in connection with your account and accept all risks of unauthorized access.

## 4 Copyright and Trademark

Our Services and the text, graphics, images, photographs, videos, illustrations, trademarks, trade names, service marks, logos, slogans and other content contained therein (collectively, the “**Zevenbergen Content**”) are owned by or licensed to Zevenbergen and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, Zevenbergen and our licensors reserve all rights in and to our Services and the Zevenbergen Content. You are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Services and Zevenbergen Content for your own personal use; however, such license is subject to these Terms and does not include any right to (a) sell, resell or commercially use our Services or Zevenbergen Content; (b) copy, reproduce, distribute, publicly perform or publicly display Zevenbergen Content, except as expressly permitted by us or our licensors; (c) modify the Zevenbergen Content, remove any proprietary rights notices or markings, or otherwise make any derivative uses of our Services or Zevenbergen Content; (d) use any data mining, robots or similar data gathering or extraction methods; and (e) use our Services or Zevenbergen Content other than for their intended purposes. Any use of our Services or Zevenbergen Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein.

## 5 Feedback

Any questions, comments, suggestions, ideas, original or creative materials or other information you submit about Zevenbergen or our Services (collectively, “**Feedback**”), is non-confidential and will become the sole property of Zevenbergen. We will own exclusive rights, including, without limitation, all intellectual property rights, in and to Feedback and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. For the avoidance of doubt, Feedback does not include any information you provide to us pursuant to our provision of investment services to you.

## 6 Prohibited Conduct

You will not violate any applicable law, contract, intellectual property or other third-party right or commit a tort, and you are solely responsible for your conduct while accessing or using our Services. You will not:

- Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- Use or attempt to use another user’s account without authorization from that user and Zevenbergen;

- Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our services or that could damage, disable, overburden or impair the functioning of our services in any manner;
- Reverse engineer any aspect of our services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services;
- Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our services that you are not authorized to access;
- Develop any third-party applications that interact with our Services without our prior written consent, including any scripts designed to scrape or extract data from our services; or
- Use our services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

## 7 Indemnification

You will indemnify, defend, and hold harmless Zevenbergen and each of our respective officers, directors, agents, partners and employees (individually and collectively, the “*Zevenbergen Parties*”) from and against any loss, liability, claim, demand, damages, expenses or costs (including attorney’s fees), arising out of or related to (a) your access to or use of our Services; (b) your Feedback; (c) your violation of these Terms; or (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Zevenbergen or the other Zevenbergen Parties.

## 8 Disclaimers

We do not control, endorse or take responsibility for any third-party content available on or linked to by our Services.

Your use of our Services is at your sole risk. Our Services are provided “as is” and “as available” without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, Zevenbergen does not represent or warrant that our Services are accurate, complete, reliable, current or error-free. While Zevenbergen attempts to make your access to and use of our Services safe, we cannot and do not represent or warrant that our Services or servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of the Services.

## **9 Limitation of Liability**

Zevenbergen and the other Zevenbergen Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, special or punitive damages or lost profits, even if Zevenbergen or the other Zevenbergen Parties have been advised of the possibility of such damages.

The total liability of Zevenbergen and the other Zevenbergen Parties, for any claim arising out of or relating to these Terms or our Services, regardless of the form of the action, is limited to \$100.

The limitations set forth in this section will not limit or exclude liability for the gross negligence, fraud or intentional misconduct of Zevenbergen or the other Zevenbergen Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

## **10 Governing Law and Venue**

These Terms and your access to and use of our Services will be governed by and construed and enforced in accordance with the laws of Washington State, without regard to conflict of law rules or principles (whether of Washington State or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that cannot be heard in small claims court will be resolved in the state or federal courts of Washington State and the United States, respectively, sitting in King County, Washington State.

## **11 Changes to these Terms**

We may make changes to these Terms from time to time. If we do make changes, we will post the amended Terms to our Services and update the “Last Updated” date above. Unless we say otherwise in our notice, the amended Terms will be effective immediately and your continued access to and use of our Services after we provide notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Services.

## **12 Severability**

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

### **13 Miscellaneous**

These Terms constitute the entire agreement between you and Zevenbergen relating to your access to and use of our Services. The failure of Zevenbergen to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

## ZEVENBERGEN CAPITAL INVESTMENTS PRIVACY POLICY

Last Updated: February 28, 2019

This Privacy Policy explains how information about you is collected, used and disclosed by Zevenbergen Capital Investments LLC (“**Zevenbergen**,” “**we**,” “**us**” or “**our**”) This Privacy Policy applies to information we collect when you use our website and other online products and services that link to this Privacy Policy (collectively, the “**Services**”) or when you otherwise interact with us.

This Privacy Policy does not apply to the provision of any regulated investment services by Zevenbergen. If you are an investment client of Zevenbergen, please review the Privacy Notice available on the client portal for more information about how Zevenbergen uses nonpublic personal information about you when providing you with investment services.

We may change this Privacy Policy from time to time. If we make changes, we will notify you by revising the date at the top of the policy and, in some cases, we may provide you with additional notice (such as adding a statement to our homepage or sending you an email notification). We encourage you to review the Privacy Policy whenever you access the Services or otherwise interact with us to stay informed about our information practices and the ways you can help protect your privacy.

### Collection of Information

#### Information You Provide to Us

We collect information you provide directly to us. For example, we collect information when you subscribe to our blog, submit an investment profile questionnaire, register for an account, communicate with us via third party social media sites, request customer support or otherwise communicate with us. The types of information we may collect include your name, address, email address, information necessary to evaluate your investment opportunities (e.g., financial and wealth management history) any other information you choose to provide.

#### Information We Collect Automatically When You Use the Services

When you access or use our Services, we automatically collect information about you, including:

- **Log Information:** We log information about your use of the Services, including the type of browser you use,

access times, pages viewed, your IP address and the page you visited before navigating to our Services.

- **Information Collected by Cookies and Other Tracking Technologies:** We and our service providers use various technologies to collect information, including cookies and web beacons. Cookies are small data files stored on your hard drive or in device memory that help us improve our Services and your experience, see which areas and features of our Services are popular and count visits. Web beacons are electronic images that may be used in our Services or emails and help deliver cookies, count visits and understand usage and campaign effectiveness. For more information about cookies, and how to disable them, please see "Your Choices" below.

## Use of Information

We may use information about you for various purposes, including to:

- Provide, maintain and improve our Services;
- Provide and deliver the products and services you request, process transactions and send you related information, including confirmations;
- Send you technical notices, updates, security alerts and support and administrative messages;
- Respond to your questions and requests and provide customer service;
- Communicate with you about products, services, and events offered by Zevenbergen;
- Monitor and analyze trends, usage and activities in connection with our Services;
- Personalize and improve the Services and provide advertisements, content or features that match user profiles or interests;
- Link or combine with information we get from others to help understand your needs and provide you with better service; and
- Carry out any other purpose for which the information was collected.

**Sharing of Information**

We may share information about you as follows or as otherwise described in this Privacy Policy:

- With vendors, consultants and other service providers who need access to such information to carry out work on our behalf;
- In response to a request for information if we believe disclosure is in accordance with any applicable law, regulation or legal process, or as otherwise required by any applicable law, rule or regulation;
- If we believe your actions are inconsistent with our user or client agreements or policies, or to protect the rights, property and safety of Zevenbergen or others;
- Between and among Zevenbergen and our current and future parents, affiliates, subsidiaries and other companies under common control and ownership; and
- With your consent or at your direction.

We may also share aggregated or de-identified information, which cannot reasonably be used to identify you.

**Advertising and Analytics Services Provided by Others**

We may allow others to serve advertisements on our behalf across the Internet and to provide analytics services. These entities may use cookies, web beacons and other technologies to collect information about your use of the Services and other websites, including your IP address, web browser, pages viewed, time spent on pages, links clicked and conversion information. This information may be used by Zevenbergen and others to, among other things, analyze and track data, determine the popularity of certain content, deliver advertising and content targeted to your interests on our Services and other websites and better understand your online activity. For more information about interest-based ads, or to opt out of having your web browsing information used for behavioral advertising purposes, please visit [www.aboutads.info/choices](http://www.aboutads.info/choices).

**Security** Zevenbergen takes reasonable measures to help protect information about you from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction.

**Your Choices** **Account Information**

You may update, correct or delete information about you at any time by emailing us at [zeven@zci.com](mailto:zeven@zci.com). If you wish to delete your account, please email us at [zeven@zci.com](mailto:zeven@zci.com), but note that we may retain certain information as required by law or for legitimate business purposes. We may also retain cached or archived copies of information about you for a certain period of time.

**Cookies**

Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject browser cookies. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of our Services

**Promotional Communications**

You may opt out of receiving promotional emails from Zevenbergen by following the instructions in those emails.

If you opt out, we may still send you non-promotional communications, such as those about your account or our ongoing business relations.

**Contact Us** If you have any questions about this Policy, please contact us at [zeven@zci.com](mailto:zeven@zci.com), calling 206.682.8469 or via US mail to:

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Seattle, WA 98101