

# PRIVACY POLICY

## **MN-OZA.com Privacy Policy**

Effective December 1, 2018

Thank you for visiting the MN-OZA.com website. Minnesota Opportunity Zone Advisors (referred to herein as “us,” “we,” “our” and “MN-OZA”) respects your privacy, and this Privacy Policy explains how we collect, use, disclose and protect the personal information you submit to us through the Website.

This Privacy Policy applies only to the MN-OZA.com website (the “Website”), as it is accessed and used in the United States. By accessing or using the Website, you confirm that you have read, understand and agree to the terms of this Privacy Policy. If you do not agree with the Privacy Policy, you should exit the Website immediately.

We may amend this Privacy Policy at any time. If we make a material change to the way in which we collect, use, disclose or protect your personal information, we will post it here with an updated effective date. Therefore, you should review this Privacy Policy from time to time to stay updated on our practices.

### **Collection of Information**

**Directly from you:** We collect and store personally identifiable information that you provide to us through the Website, such as your organization’s name, address, e-mail address and telephone number (referred to herein as “PII”). We may also collect non-personal information from you.

**Passive information obtained electronically:** The Website may automatically collect non-personal information about you each time you access the Website, such as your Internet Protocol address, your operating system and which websites you accessed before and after your visit to the Website. This passive information is aggregated and will not identify you personally. For example, the Website downloads cookies to your computer to help us track certain information about how the Website is used, including from where the Website accessed, which pages are visited most frequently, how you navigate the Website, which maps are visited most frequently, and addresses searched on maps. The information we collect via cookies does not include and is not combined with any PII. You can set your browser to refuse cookies or indicate when a cookie is being sent; however, some features of the Website may not function properly if your cookies are disabled. The Website may also use web beacons, pixels and clear GIFs, which are not downloaded to your computer. These allow MN-OZA to track website usage information, such as the number of times a Website page has been viewed and whether and when you have opened a HTML email, how many times the email was forwarded and which links in the email were clicked. The information we gather through web beacons, pixels and clear GIFs does not include and is not combined with any PII.

### **Use of Information**

We use the information we gather from the Website, through all methods:

- to operate and improve the Website and to customize it for your needs,
- to provide you with the services and communications that you request,
- to respond to your requests for information and/or complaints,
- to offer you services that may be of interest to you,
- to enforce compliance with this Privacy Policy, the Terms of Use and/or applicable laws and regulations, and
- to compile aggregate data (non-PII) for any purpose we desire.

If you wish to opt out of receiving certain types of communications from us, you may do so by unsubscribing as explained in emails you may receive from us, or by contacting us at [info@MN-OZA.com](mailto:info@MN-OZA.com).

### **Disclosure of Information**

We will not disclose your PII to any unaffiliated companies for commercial purposes unless you have authorized us to do so. However, we may share your PII with third party providers or affiliates with whom we have contracted to provide or assist in providing services. In such instances, your PII will be used only for purposes of providing those services on our behalf. Our third party providers and affiliates are contractually obligated to maintain the PII that we disclose to them in confidence in accordance with this Privacy Policy.

In addition, we may disclose your PII in response to legal process – for example, in response to a court order, subpoena or request from a law enforcement agency. We may also disclose PII if, in our sole discretion, such disclosure is required to protect the interests and safety of MN-OZA and other users of the Website.

In the case of a merger, acquisition, transfer or sale of some or all of MN-OZA's operations, or in the event of bankruptcy, we may transfer your PII to the buyer or transferee as part of the transaction.

We may disclose the aggregated and passive information that we collect about Website users for any purpose, including for tailored advertising. This aggregated and passive information does not include PII, but may be used by us or our partners to deliver advertising that is determined to relate to your interests, control the number of times you see a particular advertisement, and measure the effectiveness of an advertising campaign.

If you do not want to receive tailored advertisements, you may set your browser to not accept cookies. Even if you disable cookies, the Website will still contain advertising; however, it will not be tailored to your interests.

### **Security**

MN-OZA's data security standards restrict access to your PII to those with a need to know in order to provide the services and functions identified in the Use of Information section above. This may include our employees, authorized agents and contractors.

MN-OZA has implemented commercially reasonable technological measures to protect your PII, including encryption of sensitive information transmitted through the Website and other authentication processes. However, we cannot guarantee the security of your information. We have no control over the Internet and third party networks, and there is no guarantee of absolute security of information that is transmitted or accessible via the Internet. Unauthorized entry or use, hardware or software failure, and other factors may compromise the security of the Website at any time. We cannot and do not warrant that any transmission will not be monitored or read by third parties.

In the event of a security breach that compromises your PII, MN-OZA will attempt to notify you as necessary by email or other means so you can take appropriate protective steps. You hereby acknowledge and agree that we can communicate with you electronically regarding security, privacy and administrative issues relating to your use of the Website, via the most recent email address you provided to us.

### **Third Party Websites**

We may provide links to or information about third party-operated websites on our Website. MN-OZA is not responsible for the practices employed by those third party websites, or the information or content contained therein. Please remember that when you use a link to direct away from the Website, our Privacy Policy does not apply to those third party sites or services. Please read over the privacy policy of the third party site before proceeding or providing any PII.

Vendors that MN-OZA will use include:

- ArcGIS by ESRI mapping software. Uses layers. Not responsible for accuracy of census tracts or Opportunity Zone boundaries as depicted on maps. Information contained on this mapping system is deemed reliable but accuracy is not guaranteed”

### **MN-OZA.com Terms of Use**

Effective December 1, 2018

PLEASE READ THE FOLLOWING CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

Thank you for visiting the MN-OZA.com website (the Website”), operated by Minnesota Opportunity Zone Advisors (referred to herein as “us,” “we,” “our” and “MN-OZA”). By

accessing the Website, you indicate that you have read, understand and agree to these Terms of Use (the “Terms”). Your agreement to comply with the Terms is evidenced each time you (i) visit the Website; or (ii) submit any information through the Website.

If you do not agree with these Terms, you should exit the Website immediately.

Please note, there are additional terms and conditions associated with services that are offered and transacted through the Website; these Terms are general in scope and are superseded by the more specific terms and conditions for those services. You must read and accept those specific terms and conditions separately, when you register for an account through the Website, and your continued agreement to those terms and conditions, whether contained in a separate User Agreement or otherwise published on the Website, is a condition to your continued use of the services and features available to registered users. In addition, by registering as a user, you give MN-OZA permission to list the name of your organization, display your logo and link to your website on the Website.

The Website is not directed to children, and children under the age of thirteen (13) are not authorized to use the Website. If, in the future, we decide to direct the Website or portions thereof to children under thirteen (13), we will do so in compliance with the Children’s Online Privacy Protection Act of 1998 (15 U.S.C. 6501 et seq.) including, without limitation, obtaining necessary parental consent.

### **Purpose of Website**

The Website provides general information about Minnesota Opportunity Zone Advisors, who seeks to inspire and serve mission-driven individual and institutional investors to contribute to the economic and social vitality of Minnesota. We do this by funding and executing quality new and substantial rehabilitation real estate projects in Opportunity Zones that can achieve the triple bottom line across economic, social and environmental realms. Registration is required before users can access and use certain services available through the Website.

Despite our best efforts to provide accurate information, it is not possible to completely ensure that information on the Website is correct at all times. MN-OZA assumes no responsibility for any incorrect information or inappropriate content or conduct that is posted or occurs on the Website. This website is available for information purposes only. The information contained on this website does not recommend the purchase or sale of any security nor is it an offer to sell or a solicitation of an offer to buy any security. Any such offer will only be made in compliance with applicable state and federal securities laws.

The Website may be used only for lawful purposes within the United States. You agree to the following:

- (a) You shall not disguise the origin of information transmitted through the Website.

- (b) You will not place false or misleading information on the Website.
- (c) You will not input or upload to the Website any information which contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or burden the Website.
- (d) You will not input or upload to the Website any material that infringes the intellectual property or proprietary rights of a third party.
- (e) You will not use any robot, spider, scraper, or other automated means to access the Website.
- (f) You will not send spam or any other unauthorized advertisements or solicitations through or using the Website.
- (g) You will not harvest, solicit, intercept, collect, or use any names, addresses, phone numbers, email addresses, or other contact or personal information of other users of the Website.
- (h) You will not intimidate or harass any other users of the Website.
- (i) You will not input or upload to the Website any information that: (i) is harassing, libelous, defamatory, threatening, abusive, harmful, pornographic, obscene, or otherwise unlawful or tortious; or (ii) breaches any duty or obligation of confidentiality that you owe to a third party.

Appropriate legal action may be taken by MN-OZA for any illegal or unauthorized use of the Website. If you become aware of misuse of the Website, please contact us directly at [info@MN-OZA.com](mailto:info@MN-OZA.com).

## **License**

For the limited purpose of your use of the Website, we grant you a limited, revocable, personal and non-transferable license to use the Website for lawful business purposes, in strict accordance with the Terms, and for no other purpose. MN-OZA reserves the right in its sole discretion to terminate your account and restrict your use of all or any part of the Website for any reason or no reason, without notice, and without liability to you or anyone else. MN-OZA also reserves the right to block users from certain Internet Protocol addresses and prevent access to the Website.

## **Intellectual Property**

The design and all text, graphics, logos, icons, the selection and arrangement of these elements, and all software and content posted on the Website are the property of MN-OZA or its licensors, and are protected by United States intellectual property laws, including, but not limited to copyright. You may not copy, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to MN-OZA or our licensors without obtaining prior written consent. Please contact us at [info@MN-OZA.com](mailto:info@MN-OZA.com) with any inquiries, permission requests, or to report suspected copyright infringement.

If you believe your proprietary work has been copied and/or posted on the Website in a way that constitutes copyright infringement, please provide us with the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the Website;
4. your address, telephone number, and email address;
5. a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

### Links to Third-Party Sites

The Website may contain links to third party sites not controlled by or related to MN-OZA. We do not sponsor or endorse those third party sites, and you may access those third party sites through the links at your own risk. MN-OZA has not reviewed their content, and is not responsible for the content of any third party sites. Please review the terms of use and privacy policies for any third party site that you may visit through a link on the Website.

### **Your Representations and Warranties**

You will not use the Website for unacceptable or illegal purposes; and (ii) the information you provide through the Website will be true, complete and correct and you will update all information as it changes.

### **Information You Provide**

You are solely responsible for any and all information you provide and materials you upload to the Website. You represent and warrant that any information and materials that you provide are factually accurate, and do not violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any third party, and are not unlawful, fraudulent, obscene or otherwise objectionable.

You hereby grant to MN-OZA a perpetual, irrevocable, sublicensable, royalty-free license to use any information and materials that you submit to MN-OZA (except for PII, as defined in the Privacy Policy) for any purpose whatsoever, without any notice, compensation or attribution to you. You acknowledge and agree that any information and materials that you submit to MN-OZA are not and will not be treated as proprietary or confidential information (except for PII).

We are under no obligation to monitor or modify the content of the Website and assume no responsibility for any inappropriate content or conduct that is posted or occurs on the Website. We do not control or endorse any content posted on the Sites by third parties, and

specifically disclaim any liability with respect to submissions, postings and actions of third parties using the Website.

You must notify us immediately if you experience or suspect any unauthorized access to or use of your account or any other breach of security. We reserve the right to take any and all action, as we deem necessary to ensure the security of the Website, including but not limited to terminating access, closing accounts, or requesting additional authentication information before processing transactions. However, in no event will MN-OZA be liable to you for any liabilities or damages resulting from or arising out of (i) any unauthorized access to or use of your account or password, or (ii) any action or inaction of MN-OZA under this section.

Vendors that MN-OZA will use include:

- ArcGIS by ESRI mapping software. Uses layers. Not responsible for accuracy of census tracts or Opportunity Zone boundaries as depicted on maps.

### **Disclaimer of Warranties**

THE WEBSITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. MN-OZA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE OPERATION OR CONTENT OF THE WEBSITE, UNLESS OTHERWISE SPECIFIED IN WRITING. TO THE FULL EXTENT PERMITTED BY LAW, MN-OZA HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE WEBSITE AND ITS CONTENTS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

You acknowledge and agree that you will access and use the Website at your own risk. MN-OZA is not responsible for any incorrect or inaccurate submissions or postings on the Website, whether caused by us, other users of the Website or by any of the equipment or programming used in or associated with the Website. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any user communication. We are not responsible for any problems or technical malfunction of any communication network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or high traffic on the Internet or any combination thereof, including any injury or damage to your or to any person’s computer related to or resulting from participation or downloading materials in connection with the Website.

### **Limitation of Liability**

MN-OZA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE ACCESS OR USE OF THE WEBSITE OR THE INABILITY TO ACCESS OR USE THE WEBSITE,

EVEN IF MN-OZA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY APPLIES TO ALL DAMAGES OF ANY KIND, WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR OPPORTUNITY, LOSS OF PRIVACY OR SECURITY OR DATA, OR LOSS OF USE.

IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF MN-OZA UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

YOU ACKNOWLEDGE AND AGREE THAT EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY OR EXCLUSION OF DAMAGES IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND MN-OZA, AND THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

#### **Indemnification**

You hereby agree to indemnify, defend and hold MN-OZA, its officers, directors, employees, agents, partners and contractors, harmless from any loss, liability, damages, claims or demands (including court costs and reasonable attorneys' fees, including in connection with enforcing this indemnification clause) made by any third party due to or arising out of your use of the Website, your violation of the Terms, or any breach of your representations and warranties set forth herein.

#### **Severability**

If any provision of these Terms is held invalid, unlawful, void or unenforceable, then that provision is deemed severable from these Terms and the remaining provisions shall remain valid and enforceable.

#### **Validity of Terms**

A printed version of the Terms and any notices given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to the Terms to the same extent and subject to the same conditions as other business documents originally in printed form.

#### **Governing Law and Venue; Miscellaneous Legal Terms**

The Terms are governed by the laws of the State of Minnesota, without giving effect to any principles of conflicts of laws. You agree that federal and state courts located in Ramsey County, Minnesota, will have exclusive jurisdiction and will be the exclusive venue for all causes of action arising under the Terms. Use of the Website is unauthorized in any jurisdiction that does not give effect to the Terms, including this paragraph. Neither the course of conduct nor course



of dealing between the parties nor trade practice shall act to modify any provision of these Terms. MN-OZA may assign its rights and duties under these Terms to any party at any time without notice to you. Your rights and duties under these Terms are not assignable by you without MN-OZA's prior written consent. These Terms do not provide any third party with any remedy, claim, or right of reimbursement.

### **Modifications**

We may modify these Terms from time to time, in our sole discretion. All revisions shall be effective upon posting, unless otherwise noted. You agree to be bound by any changes to the Terms when you use the Website after any such revision is posted. Please review the Terms periodically, as it is your responsibility to abide by the current Terms at all times.

BY USING THE WEBSITE, I ACKNOWLEDGE THAT I HAVE READ THE TERMS OF USE IN ITS ENTIRETY, AND THAT I UNDERSTAND AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.