



Website Privacy Policy & Terms of Use

Welcome to AdviceOne. Thank you for visiting the website of AdviceOne Advisory Services, LLC (“AdviceOne”) and we are glad you are here. This is our Website Privacy Policy & Terms of Use (“Privacy Policy”). It describes for you the various ways we collect, use, and share information about you when you visit our website located at <https://adviceoneretirement.com/> or any other AdviceOne website that displays a link to this Privacy Policy (the “Website”). This Privacy Policy does not apply to any other website, service, or application of AdviceOne or any websites, services, or applications linked to or from the Website. For example, this Privacy Policy does not apply to the [Black Diamond portal](#) linked from the Website. It also does not apply to the non-public personal information we may collect from you in relation to the services we provide, which is governed by our [Privacy Notice](#).

In this Privacy Policy, AdviceOne is sometimes referred to simply as “we”, “our”, or “us”. This Privacy Policy is a legally binding agreement between AdviceOne and you, so please read it carefully. If you do not agree to the terms of this Privacy Policy, you may not use the Website.

1. The Information We Collect

We collect two types of information. The first type is information that identifies an individual (called “personal information”). The second type is information that does not identify, and cannot reasonably be used to identify, an individual (called “anonymous information”). We may collect the following particular personal and anonymous information during your use of the Website:

- ❖ Information you provide to us when you contact us through the Website (e.g., name, email address, phone number, employer).
- ❖ Information you provide to us, such as through completion of a web form on the Website (e.g., event registration).
- ❖ Information we obtain from a third party, such as a site or platform provider, about use of the Website on third-party platforms or devices.

- ❖ Location information, including location information provided by a mobile or other device interacting with our Website (including through beacon technologies), or associated with your IP address or other online or device identifier.
- ❖ Activity information about your use of our Website, such as the content you view, how often you visit our Website, and your preferences.

2. How We Collect Your Information

We collect information from you two ways – information that you voluntarily choose to provide to us and information that we collect automatically, such as through certain technology we use on our Website. These methods are described more fully below:

- ❖ We collect information when you voluntarily provide it to us such as when you contact us on the Website.
- ❖ We use Google Analytics to collect information about the use of our Website. Google Analytics collects information from users such as how often they visit our Website, what pages they visit, their location, activity on the Website, and what other websites they have used before coming to our Website. Google Analytics collects only the IP address assigned to you on the date you visit our Website, not your name or other identifying information. Google Analytics also uses specific identifiers to help collect information about the use of our Website. For more information on how Google collects and processes your data, visit [this information made available by Google](#). To opt out of Google Analytics data collection, follow [these Google instructions](#).

You are not required to voluntarily submit personal information to us in order to access or use the Website.

3. How We Use Your Information

Consistent with applicable law and any applicable choices and controls that may be available to you, we may use information collected from you, or from devices associated with you, to:

- ❖ Provide you with the Website and the functions and services you request, view, or engage with;

- ❖ Communicate with you and send you information or request feedback about features on our Website or changes to our policies;
- ❖ Send you information about products and services;
- ❖ Personalize content and experiences;
- ❖ Operate, understand, optimize, develop, or improve our Website, products, services, and operations, including by using survey research and analytics tools; and
- ❖ Detect, investigate, and prevent activities that may violate our policies, pose safety issues, or be fraudulent or illegal.

We may also use or disclose the information we collect for any other purpose we describe when we collect your information or to which you consent. AdviceOne does not sell or rent the information you choose to provide to us to any third party.

4. How We Share Your Information

We may share anonymous information in accordance with our practices. We will not share your personal information with another entity except in limited circumstances, including:

- ❖ When you allow or direct us to share your personal information with another person or company;
 - Please note that once we share your personal information with another company in the above circumstances, the information received by the other company is controlled by that company and becomes subject to the other company's privacy practices.
- ❖ When companies perform services on our behalf; and
- ❖ When we share your personal information with third parties in connection with the sale of our business or other corporate event, to enforce our Terms of Use, to ensure the safety and security of our users and third parties, to protect our rights and property and the rights and property of our users and third parties, to comply with legal process, or in other cases if we believe in good faith that disclosure is required by law.

5. Third Party Sites

AdviceOne may include or offer links to certain external resources, including websites, apps, or platforms unaffiliated with or not controlled by AdviceOne (“[External Sites](#)”). The Privacy Policy does not apply to External Sites and we are not responsible for the privacy policies or practices of External Sites or your use of the External Sites. Please read the policies and practices of External Sites before accessing or using them. If you access any such External Site, you do so at your own risk and you agree that AdviceOne will have no liability arising from your use of or access to any third-party website, service, or content.

6. Security and Retention of Your Information

The security of your information is important to us. We have implemented commercially reasonable security measures that are designed to protect your information from unauthorized access, disclosure, use, and modification. We regularly review our security procedures to consider appropriate new technology and methods. Please be aware that, despite our efforts, no measures are perfect or 100% secure.

AdviceOne will retain your personal information for as long as needed to fulfill the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by law. When your personal information is no longer required by AdviceOne, we will delete your personal information.

7. Terms of Use

The Website is made available for use in the United States. Although the Website is accessible worldwide, it is not necessarily appropriate for use outside the United States. Your use of the Website and any function or service on the Website is void where prohibited. If you choose to access the Website from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws. The Website may be modified, updated, interrupted, suspended, or discontinued at any time in whole or in part without notice or liability.

AdviceOne has established certain basic requirements for the use of the Website and we require you to adhere to them. The purpose of these requirements is to set forth how you may use the Website and certain behavior and actions that are prohibited. When using the Website, you are not allowed to upload or share anything that:

- Is sexually explicit or pornographic, creates a genuine risk of physical injury or property damage, or promotes self-harm or drug abuse
- Attacks, bullies or harasses or includes hate speech
- Infringes anyone's intellectual property, privacy or other rights
- Is fraudulent or deceptive
- Contains any information or content that is illegal or knowingly false

Further, you are not allowed to:

- Access, tamper with or use non-public areas of the Website
- Break or circumvent our security measures or otherwise test the vulnerability of our systems or networks
- Use any undocumented or unsupported method to access, search, scrape, download or change the Website
- Try to interfere with any other Website visitor
- Do anything that violates applicable law or regulations
- Encourage or help anyone do any of the things on this list

8. Content

As between you and AdviceOne, we own "Our Content," which includes, but is not limited to, visual interfaces, interactive features, graphics, design, compilation, including, but not limited to, computer code, products, software, and all other elements and components of the Website excluding any third-party content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world ("IP Rights") associated with Our Content, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of Our Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to Our Content are retained by us.

9. Notification of Claims Infringement

A copyright owner or an agent thereof who believes that content infringes upon such copyright owner's copyrights may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing AdviceOne's Copyright Agent (identified below) with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the Copyright Agent to locate the material;
- Information reasonably sufficient to permit the Copyright Agent to contact the owner or its agent, such as an address, telephone number, and, if available, an email address;
- A statement that the owner has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the copyright owner or its agent is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

AdviceOne's designated Copyright Agent to receive notifications of claimed infringement may be contacted at: [REDACTED].

Commented [DP1]: NOTE TO ADVICEONE: Please insert a mailing address for AdviceOne.

NOTE: If the owner or its agent fails to comply with all of the requirements of this section, the DMCA notice may not be valid.

10. Disclaimers

The Website, and all included content, applications, and technologies, is provided on an "as is" basis without warranty of any kind, whether express or implied. ADVICEONE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

11. Governing Law and Jurisdiction

This Privacy Policy shall be governed by the laws of the State of Connecticut without respect to its conflict of laws principles. We each agree to submit to the personal jurisdiction of a state court located in Connecticut.

12. General Terms

Assignment. This Privacy Policy, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by AdviceOne without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

Entire Agreement/Severability. This Privacy Policy constitutes the entire agreement between you and AdviceOne concerning the Website. If any provision of this Privacy Policy is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of this Privacy Policy will remain in full force and effect.

No Waiver. No waiver of any term of this Privacy Policy shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under this Privacy Policy shall not constitute a waiver of such right or provision.

13. Updates and Changes

From time to time, we may change this Privacy Policy to accommodate new technologies, industry practices, regulatory requirements, or for other purposes. We will provide notice to you if these changes are material and, if required by applicable law, we will obtain your consent. Notice may be by a posting of such changes on the Website, or by other means, consistent with applicable law. Your continued use of the Website following such notice constitutes your acceptance of such changes. If you do not accept such changes, we ask that you not access or use the Website.

14. Contact Us

Please let us know if you have any comments or questions about this Privacy Policy or our privacy practices. You may email us at [redacted].

Commented [DP2]: NOTE TO ADVICEONE: Please insert relevant email address.

Last Updated: April 2024