

## **SmartStop Asset Management, LLC – Privacy Policy**

**August 24, 2018**

SmartStop Asset Management, LLC (“SAM”) is committed to protecting your privacy and safeguarding your personal and financial information. The following Privacy Policy explains how SAM collects, uses and protects your personal information. For the purposes of this Privacy Policy, the “Company” includes SAM, along with its subsidiaries and affiliates. Independent custodians, brokers, transfer agents, escrow agents, portals and other third-parties generally maintain their own Privacy Policies and are not covered by this Privacy Policy, except as described below. If you have any questions that this Privacy Policy does not address, please contact SAM using the contact form located under “contact us” or by sending a message to [info@sam.com](mailto:info@sam.com). By establishing a relationship with the Company or by using our websites or the website of any of our subsidiaries or affiliates you give your consent to the collection and use of certain personal information as explained in this Privacy Policy. If you do not agree with our policies and practices, your choice is not to use our Website. By accessing or using this Website, you agree to this Privacy Policy. This Privacy Policy may change from time to time (see “Changes to this Privacy Policy” below). Your continued use of this Website after we make changes is deemed to be acceptance of those changes, so please check the Privacy Policy periodically for updates. Any dispute regarding the Privacy Policy is subject to this notice, the Website Access Agreement, and the terms of any other written agreement between you and the Company, including arbitration of disputes and limitation of damages. The Website Access Agreement is attached hereto as [Appendix A](#).

### **Information the Company Collects**

The Company may collect and maintain the following personal information required to communicate with you, including your name, mailing address, telephone numbers, and email address. In addition, the Company may request the following personal information to identify who you are, such as government identification, employer name and address, and Social Security or Employer Identification number. To comply with state and federal laws and regulations, the Company may also collect information to assess your current financial situation, your goals and objectives, and your investment experience, and other factors related to your suitability for certain investments. The information requested may include your approximate annual income, sources of income, approximate net worth, and approximate value of investment assets. If you register through the Website, the Company may collect certain demographic information, including age, gender, education, occupation, etc. Certain information also is collected automatically, which we store in log files, when you access the Website, including your Internet Protocol (IP) address, browser type, operating system, internet service provider (ISP), pages accessed, and prior and following sites that you view. We do this to improve the services we offer you and to improve site functionality.

### **Tracking Technologies**

The Company and its partners, affiliates, or analytics or service providers may use tracking technologies such as cookies, beacons, tags, and scripts to analyze trends, administer the website, track users’ movements around the website, and to gather demographic information about our user base as a whole. We may receive reports based on the use of these technologies from these companies on an individual or aggregated basis.

Cookies: We utilize cookies, which are small text files sent from the server to your local computer. Cookies provide operational data that we can use to improve the navigation, usability and content of the Website. Users can control the use of cookies at the individual browser level. If you reject cookies, you may still use our site, but your ability to use some features or areas of our site may be limited.

Local Shared Objects and Flash: We use Local Shared Objects, such as Flash cookies to store content information and preferences. Third-parties with whom we partner to provide certain features on our

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website also use Flash cookies or HTML5 to collect and store information. Various browsers may offer their own management tools for removing HTML5.

Frames: Some of our pages utilize framing techniques to serve content to/from our partners while preserving the look and feel of our website. In those instances, please be aware that you are providing your personal information to these third-parties and not to the Company.

Social Media Widgets: Our websites may include Social Media Features and Widgets, such as the Twitter and LinkedIn interactive mini-programs that run on our website. These Features may collect your Internet Protocol address, which page you are visiting on our website, and may set a cookie to enable the Feature to function properly. Social Media Features and Widgets are either hosted by a third-party or hosted directly on our website. The privacy policy of the company providing it governs your interactions with these Features.

### **When the Company Obtains Information**

Most of the information collected by the Company is provided directly by you, by completing the questionnaires and documentation required by the Company to set up an account or otherwise do business with you. Other ways information may be obtained are by (1) observing your usage of the Website, (2) providing services to you, and (3) collecting information (such as address, occupation, investment risk profile, and other marketing data) available from publicly or commercially available sources, such as online databases.

### **Why the Company Gathers Information**

The Company gathers information about you in order to provide you with services that are appropriate for your particular situation and to ensure compliance with applicable laws and regulations. In addition, the Company may gather information to help expand the scope and improve the quality of services that the Company might offer to you now or in the future, to improve site functionality and to obtain information about site usage.

### **Use of Personal Information**

We value the trust of our clients. The Company is careful to use personal information only as appropriate to provide clients with premium service while maintaining confidentiality and security. For example, the Company may use information collected to verify your personal identity and contact details. If the information you provide suggests that other services may be suitable and appropriate, the Company may offer additional services to you. The Company also may use the demographic information collected, in order to develop additional capabilities and services for clients. We may disclose your personal information as required by law, such as, to comply with a subpoena, bankruptcy proceedings, or similar legal process, to enforce or apply our Website Access Agreement, and when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request. We will retain personal data we process on behalf of our clients for as long as needed to provide services to them. The Company will retain this personal information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

### **Sharing Information with Affiliates, Partners, and Third-Party Service Providers**

The Company will share your personal information with third-parties only in the ways that are described in this Privacy Policy. We may share your personal information with affiliates, partners and third-party service providers if the information is required to provide a service you have requested or to provide you the opportunity to participate in the products or services offered by the affiliates. The use of your personal information is limited to the purposes identified in the Company's agreement with the affiliate, partner or third-party service provider, although you may be asked to agree to additional terms including

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acknowledging additional privacy terms, as a condition of accepting the provision of services. An affiliate is a company that SAM owns or controls or is under common control with SAM. The Company does not share information with affiliates other than the type of information described above. A partner or third-party service provider is a firm contracted by the Company to support certain functions of the business, such as transaction posting, information dissemination, internet marketing, account processing, research, due diligence, reporting, information technology support, transfer agency, escrow, or custodial services. Use of any shared information is strictly limited to the provision of the contracted service, and all partners and third-party service providers with whom personal information is shared are required to protect such information in a manner similar to the way we protect such information, including restricting its dissemination except as necessary to provide the contracted service.

Any personal information that you provide directly to another company that also is a partner or third-party service provider to the Company will no longer be controlled under our Privacy Policy. The Company also reserves the right to disclose your personal information to regulatory, law enforcement or other government authorities, and as necessary to protect our rights or property. Notwithstanding the foregoing, the Company's Privacy Policy is subject to applicable laws and regulations, including FINRA regulations, which may impose more stringent requirements than those outlined above. In the case of any conflict between this Privacy Policy and applicable laws and regulations, the laws and regulations will prevail.

### **Steps Taken to Safeguard Clients' Personal Information**

The Company and its service providers utilize a broad array of security software, systems, and operational procedures to ensure the confidentiality and safety of your personal information. While no security system is flawless, the Company is regularly reviewing and upgrading the security technology and procedures that safeguard your personal information. If you access the Website, a unique login identifier and password will be maintained for your online account access. You are responsible for keeping this information secret. You also may be offered online access to information related to your account through a third-party service provider, such as an investment portal, advisor, custodian, transfer agent, or escrow agent. In such case you are responsible for safeguarding the credentials provided by such third-party.

### **Reviewing, Changing, Deleting or Correcting Information**

Personal identifying information may be reviewed, changed, or corrected at any time. Your personal information cannot be deleted due to our regulatory compliance obligations. However, if you request that we no longer use your personal information, it will be maintained for regulatory archival purposes only. You are responsible for maintaining the accuracy and completeness of your personal and other information. Please review your information at regular intervals to ensure that it is accurate and complete. If you would like to review your personal information, or request deletion of your personal information, or if you believe that any of the information you have provided may be incorrect or out of date, or if you have any other questions or concerns regarding your personal information or regarding this Privacy Policy, please contact us using the email [info@sam.com](mailto:info@sam.com).

### **Changes to this Privacy Policy**

In the event that the Company makes any material changes to this Privacy Policy, the revised Privacy Policy will be posted to the Website. In addition, this Privacy Policy has an effective date displayed at the beginning of this Privacy Policy indicating when it first came into effect. You should review this Privacy Policy at regular intervals to remain informed of any changes. You agree that the act of posting a revised Privacy Policy electronically on the Website satisfies any obligation of the Company to physically deliver the Privacy Policy to you.

### **California Privacy Rights**

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California Civil Code Section § 1798.83 permits users of our Website that are California residents to request certain information regarding our disclosure of personal information to third-parties for their direct marketing purposes. To make such a request, please send an email to [info@sam.com](mailto:info@sam.com).

**Appendix A**

**Website Access Agreement**

**August 24, 2018**

Access to the Website (defined below) is provided by SmartStop Asset Management, LLC. Your use of this website, including websites, content, products, software and services (referred to collectively as the “Website” in this document and excluding any services provided to you under any separate written agreement) is subject to the terms of a legal agreement (referred to as the “Website Access Agreement”) between you and SmartStop Asset Management, LLC, a Delaware limited liability company (referred to as the “Company”). This document sets out the terms of the Website Access Agreement.

**1. Terms Related to Your Use of the Website**

Unless otherwise agreed in writing, your agreement with the Company will always include, at a minimum, the terms and conditions set out in this document. Your agreement also will include the terms of any legal notices applicable to the Website, in addition to the Terms outlined herein. Any such legal notices will be accessible for you to read either within, or through your use of, the Website.

This Website Access Agreement, together with the additional legal notices, form a legally binding agreement between you and the Company in relation to your use of the Website. It is important that you take the time to read all of the documents carefully. Collectively, this legal agreement is referred to herein as the “Terms.”

If there is any contradiction between what the legal notices say and what the Website Access Agreement says, then the legal notices shall take precedence in relation to that part of the Website.

**2. Accepting the Terms**

In order to use the Website, you must first agree to these Terms. You may not use the Website if you do not accept the Terms and you must discontinue the use of the Website if you do not continue to accept the Terms. You accept the Terms by actually using the Website. You understand and agree that your first use of the Website will be treated as acceptance of the Terms from that point forward.

You may not use the Website and may not accept the Terms if you are not of legal age to form a binding contract with the Company, or if you are a person barred from receiving access to the Website under the laws of the United States or other countries including the country in which you are resident or from which you use the Website, or if you have been denied the use of the Website.

You are encouraged to save a local copy of this Website Access Agreement and the additional legal notices for your records.

**3. Provision of the Website**

You acknowledge and agree that affiliates of the Company, including subsidiaries, parent companies, companies under common control with the Company, and / or companies with whom the Company has contracted, may provide the Website to you, that the form and substance of the Website provided to you may change from time to time without prior notice to you, and that the Company may stop (permanently or temporarily) providing the Website (or any features within the Website) to users generally or you specifically at the Company’s sole discretion, without prior notice.

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You acknowledge and agree that if the Company disables access to your Website account, you may be prevented from accessing the Website, your account details or any files or other content that is contained in your account.

There is no service-level agreement (an “SLA”) with the Website. You acknowledge and agree that the Website may not be available from time to time due to maintenance or service or network disruptions, and by your use of the Website you agree to hold harmless the Company for any such service interruptions.

### **4. Use of the Website by You**

In order to access the Website, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Website, or as part of your continued use of the Website.

You agree that any registration information you provide will always be accurate, correct and up to date. You agree to use the Website only for purposes that are permitted by (a) the Terms and (b) any applicable law or regulation in the relevant jurisdiction (including any laws regarding the export of data or software to and from the United States or other relevant countries).

You agree not to access (or attempt to access) the Website by any means other than through the interface that is provided by the Company unless you have been specifically allowed to do so in a separate agreement with the Company. You specifically agree not to access (or attempt to access) any element of the Website through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present in the root directory of the Website.

You agree that you will not engage in any activity that interferes with or disrupts the Website (or the servers and networks that host the Website or that are connected with any elements thereof). Unless you have been specifically permitted to do so in a separate agreement with the Company, you agree that you will not reproduce, duplicate, copy, sell, trade or resell any of the elements or content of the Website for any purpose. You agree that you are solely responsible for (and that the Company has no responsibility to you or to any third-party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage that the Company may suffer) of any such breach.

### **5. Your Passwords and Account Security**

You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Website. Accordingly, you agree that you will be solely responsible for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify the Company promptly.

### **6. Privacy and Your Personal Information**

For information about the Company’s data protection practices, please refer to the Company’s Privacy Policy, which explains how your information will be treated and your privacy will be protected when you use the Website. You agree that all information you provide to register with this Website or otherwise is governed by the Company’s Privacy Policy, and you consent to all actions we take with respect to your information consistent with the Company’s Privacy Policy.

You agree to the use of your data in accordance with the Company’s Privacy Policy and the privacy policies related to other services provided as a part of the Website. You are encouraged to review

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these policies prior to using the Website. You acknowledge that the Company is not responsible for the privacy or security of any information that you provide to third-parties via the Website.

The Company has the right to disable any user name, password, or other identifier, whether chosen by you or provided by the Company, at any time in our sole discretion for any or no reason, including if, in the Company's opinion, you have violated any provision of these Terms.

### **7. Content in the Website**

You understand that all information (such as data files, written text, publications, images) that you may have access to as part of, or through your use of, the Website are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content."

You should be aware that Content presented to you as part of the Website may be protected by intellectual property rights that are owned by providers of that Content (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by the Company or by the owners of that Content, in a separate agreement.

You agree that you are solely responsible for (and that the Company has no responsibility for) any Content that you create, transmit or display while using the Website and for the consequences of your actions (including any loss or damage that the Company may suffer) by doing so. By providing any Content on the Website, you grant the Company and its affiliates and service providers, and each of their respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third-parties any such material for any purpose.

### **8. The Company's Rights**

You recognize and agree that the Company or its licensors own certain legal right, title and interest in and to the Website, including any intellectual property rights that subsist in the Website (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Website may contain information that is designated confidential by the Company or its licensors and that you shall not disclose such information without the Company's prior written consent.

Unless you have agreed otherwise in writing with the Company, nothing in the Terms gives you a right to use any of the Company's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. Other than the limited license set forth in Section 7, the Company acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Website, including any intellectual property rights that subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing, you agree that you are responsible for protecting and enforcing those rights and that the Company has no obligation to do so on your behalf.

You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) that may be affixed to or contained within the Website. Unless you have been expressly authorized to do so in writing, you agree that in using the Website, you will not use any trademark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

### **9. Your License to Use the Website**

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The Company gives you a personal, worldwide, non-assignable and non-exclusive license to use the Website provided to you by the Company and its licensors for its intended use only. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Website, in the manner permitted by the Terms.

You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Website or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by the Company, in writing.

Unless the Company has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Website, grant a security interest in or over your rights to use the Website, or otherwise transfer any part of your rights to use the Website.

Certain software utilized by the Company may be licensed by the Company under the GNU General Public License or other public licenses. Nothing in this provision shall be construed as abrogating any rights of anyone to use software that has been used by the Company under such public license.

### **10. Software Updates**

The Company may offer proprietary software in conjunction with the Website, and it is possible that such software may automatically download and install updates from time to time. These updates are designed to improve, enhance and further develop the Website and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit the Company or its designee to deliver these to you) as part of your use of the Website.

### **11. Terminating Your Use of the Website**

The Terms will continue to apply until terminated by either you or the Company as set out below. If you want to terminate your legal agreement to use the Website, you may do so by notifying the Company in writing. The Company may at any time, terminate its legal agreement with you if:

- you have breached any provision of the Terms (or have acted in a manner that clearly shows that you do not intend, or are unable, to comply with the provisions of the Terms);
- the Company is required to do so by law (for example, where the provision of the Website to you is, or becomes, unlawful);
- any partner or affiliate with whom the Company offered the Website to you has terminated its relationship with the Company or ceased to offer elements of the Website to you; or
- the provision of the Website to you by the Company is, in the Company's sole opinion, no longer commercially viable.

Nothing in this Section shall affect the Company's rights regarding provision of the Website under Section 4 of the Terms.

When these Terms come to an end, all of the legal rights, obligations and liabilities that you and the Company have benefited from, been subject to (or which have accrued over the duration of the contract) or which are expressed to continue indefinitely, shall not be affected by this cessation, and the provisions of Section 16 shall continue to apply to such rights, obligations and liabilities indefinitely.



**12. EXCLUSION OF WARRANTIES**

NOTHING IN THESE TERMS, INCLUDING THIS SECTION 12 AND SECTION 13, SHALL EXCLUDE OR LIMIT THE COMPANY'S WARRANTY OR LIABILITY FOR LOSSES THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND THE COMPANY'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, THE COMPANY, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

- YOUR USE OF THE WEBSITE WILL MEET YOUR REQUIREMENTS;
- YOUR USE OF THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;
- ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE; OR
- DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE WEBSITE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. THE COMPANY FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**13. LIMITATION OF LIABILITY**

SUBJECT TO OVERALL PROVISION IN SECTION 12 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS), OR (B) ANY LOSS OR DAMAGE THAT MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

- ANY CHANGES THAT THE COMPANY MAY MAKE TO THE WEBSITE, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE WEBSITE (OR ANY FEATURES WITHIN IT);

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- THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE WEBSITE;
- YOUR FAILURE TO PROVIDE THE COMPANY WITH ACCURATE ACCOUNT INFORMATION; OR
- YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

THE LIMITATIONS ON THE COMPANY'S LIABILITY TO YOU SHALL APPLY WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

### **14. Other Content**

The Website may include hyperlinks and embedded frames linked to other websites, content and resources. The Company may have no control over any websites, content or resources that are provided by companies or persons other than the Company.

You acknowledge and agree that the Company is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such websites or resources.

You acknowledge and agree that the Company is not liable for any loss or damage that may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

### **15. Changes to the Terms**

The Company may make changes to these Terms from time to time. When these changes are made, any new or revised Terms will be made available to you from within, or through, the Website. You understand and agree that if you use the Website after the date on which the Terms have changed, the Company will treat your use as acceptance of the updated Terms. Notwithstanding the foregoing, if there are material changes to the Terms, the Company will obtain your consent prior to your use of the Website under the new Terms.

### **16. General Legal Terms**

Sometimes when you use the Website, you may (as a result of, or through your use of, the Website) use a service, download a piece of software, or purchase goods that are provided by another person or company.

Your use of these other services, software or goods may be subject to separate terms between you and the Company or other persons concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

The Terms, along with the Company's Privacy Policy, constitute the whole legal agreement between you and the Company and govern your use of the Website (but excluding any services that the Company or its affiliates may provide to you under a separate written agreement), and completely replace any prior agreements between you and the Company in relation to the Website.

You agree that the Company may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Website.

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You agree that if the Company does not exercise or enforce any legal right or remedy that is contained in the Terms (or that the Company has the benefit of under any applicable law), this will not be taken to be a formal waiver of the Company's rights and that those rights or remedies will still be available to the Company.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be severed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

You acknowledge and agree that each company that is a subsidiary or affiliate of the Company shall be a third-party beneficiary to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms that confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third-party beneficiaries to the Terms.

The Terms, and your relationship with the Company under the Terms, shall be governed by the laws of the State of California without regard to its conflict of laws provisions. You and the Company agree to submit to the exclusive jurisdiction of the courts located within the county of Orange, California to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that the Company shall still be allowed to apply for preliminary injunctive relief (or an equivalent type of urgent legal relief) in any jurisdiction.