

Privacy Policy & Terms of Service

Zacks Investment Management, Inc. is committed to protecting the confidentiality and security of the nonpublic personal information we collect about you to provide you with investment advisory services. This Privacy Notice describes certain steps we have taken to ensure the privacy of information of individuals protected by Regulation S-P, issued by the United States Securities and Exchange Commission. Our privacy policies and practices are designed to protect individuals who use our services primarily for personal, family, or household purposes.

What Information Do We Collect?

We limit the collection and use of information to the minimum we require to provide service to your account. Such service includes maintaining your account with us, processing transactions and administering our business. We collect the following kinds of information about you: identifying information (such as name, address and social security number), application information (such as net worth or annual net income), and transaction information (such as securities positions, account performance, and account fees). Identifying and application information is obtained directly from you or your financial advisor or broker when you apply for an account. Transaction information is tracked by us in the process of administering your account.

What Information Do We Disclose?

We do not sell your nonpublic personal information to anyone and we do not disclose such information to anyone except as permitted or required by law. We may disclose any information we collect to third parties permitted by law as needed to service your account, such as custodians, brokers, accountants, attorneys, or other professionals and regulatory or law enforcement agencies. Even if you are no longer a client, our privacy policies and practices will continue to apply to you.

How Do We Protect Information?

Our employees are required to protect the confidentiality of your information and to comply with our privacy policies and practices. They may access information only when there is an appropriate reason to do so, such as to administer our services. Employees who violate our privacy policies and practices are subject to disciplinary process. We maintain physical, electronic and procedural safeguards to protect your nonpublic personal information.

Revised Privacy Policies and Practices.

We reserve the right to revise our privacy policies and practices, but we will not disclose your personal nonpublic information, except as required or permitted by law, without giving you an opportunity to direct us not to disclose such information.

Use of Email Address Disclosure

Zacks Investment Management (“ZIM”) believes in protecting the integrity and privacy of personal information gathered from visitors to our Website. When you sign up on our Website or complete some other data form, you will be asked to supply your email address and other Personal Information. Email addresses gathered from Website are only available to employees of ZIM for purposes of contacting you or sending you emails based on your request for information and to contracted service providers and vendors for purposes of providing services relating to our communications with you. ZIM will only use your email address to send information about ZIM (such as news and events, special programs, etc.). From time to time, we may send out email messages that might include information about similar organizations and companies, but we do not provide them with access to any personal information that you have provided. ZIM complies with applicable provisions of the CAN-SPAM Act. All email messages contain a link to unsubscribe from ZIM email as well as the physical postal address of our organization. You may subscribe or unsubscribe to ZIM at any time by sending a notice by United States mail to the following address at the end of this policy. Even if you have unsubscribed from receiving promotional emails from us, we reserve the right to send you

other types of important e-mail communications as permitted by law because of a business relationship with you, notwithstanding any previous opt-out request (as, for example, in the case of administrative notices). Please note that opting out of receiving promotional email communications will affect only future communications from Website. We also may disclose your Information in response to a subpoena or similar investigative demand, a court order, or a request for cooperation from law enforcement or another government agency, or as otherwise required by law. In such cases, we may raise or waive any legal objection or right available to us in our sole discretion. This policy also applies when you use social media that overlaps ZIM social media and/or Website. This policy does not apply to information or data ZIM purchases from other sources. We may also use your information in other ways, such as to contact you about other Zacks Investment Management activities, to conduct matching on Facebook or other social media, to collect aggregate statistical information or as otherwise disclosed to you at the point of collection. We may also use your name, postal address and telephone number(s) to contact you offline.

Notes Regarding Do Not Call Registry

By submitting personal contact information through the Website, you are granting written permission to Website, its business partners, and any third parties with whom Website contracts to be contacted via telephone, voice broadcasts, postal mail, SMS text message (standard text messaging charges may apply), and/or email.

Your California Privacy Rights

Residents of California with whom ZIM has an established business relationship are entitled to certain information with respect to the types of personal information we share with third parties for direct marketing purposes by such third party and the identities of the third parties with whom the business has shared such information during the immediately preceding calendar year. We may provide you this information in a standard format that is not specific to you. To request a copy of the information disclosure provided by ZIM pursuant to California please contact us.

Use Of This Website By Visitors From Outside Of The United States of America

By using this Website, visitors from outside of the United States of America (“USA”) acknowledge that this Website is subject to the laws and regulations of the USA, and waive any and all claims that may arise under any laws outside of the USA. Anyone using the Website outside of the USA acknowledges and consents to the collection and storage of personal information by Website outside of their country and in the USA.

Use of “COOKIES”

The ZIM Website may use “cookies” and similar means to collect aggregate statistical information. Aggregate information does not identify any individual person. We may use or disclose aggregate information for any purpose. A cookie is a small text file that is placed on your hard disk by a Web page server. Cookies are uniquely assigned to you, and are designed to be read only by a Web server in the domain that issued the cookie to you. Cookies are also used to recognize visitor preferences, temporarily store session information and past activity at our site in order to provide better service and easier access when individuals return to our site. If you choose to decline cookies, you may not be able to fully experience the interactive features of this or other Websites you visit. We may use third-party advertising companies to create and distribute advertising on our behalf. These companies may also employ cookies and action tags (also known as single pixel gifs or web beacons) to measure advertising effectiveness. Any information these third parties collect via cookies and action tags is anonymous. ZIM may use cookies to remarket to you across the internet.

Disabling Cookies

To remove cookies from your computer, visit your Internet browser’s “Help” section for information on how to delete cookies. In addition, there are many Websites that provide browser and operating system specific information on how to delete cookies. When thinking about whether you want to delete cookies, you should be aware that some sites require cookies to function

properly. After you delete cookies, you may have to re-register with some sites or you may notice difficulty in browsing some sites.

External Links

Links to other Websites do not imply an endorsement of the materials disseminated at those Websites, nor does the existence of a link to another site imply that the organization or person publishing at that site endorses any of the materials at this site. Links to other Websites are provided by ZIM as a convenience to its users. ZIM is not responsible for the materials contained at any Website linked to this site. If you visit the Websites of any of our partners, please consult their privacy policy. Our privacy policies and terms of use apply only to your use of the ZIM site and direct interactions with ZIM. We do not disclose personally identifiable information to those operating linked sites and we are not responsible for their privacy practices.

An Important Note About Children

ZIM does not knowingly gather any personally identifiable information from children under the age of 13 via ZIM Websites. You must be 13 years of age or older to access the site. ZIM has no interest in collecting information from children under the age of 13.

Binding Effect/Modification of Policy and Terms

By accessing the ZIM Website, clicking the “I Accept” button or check box presented with this Privacy Policy and Terms of Service or submitting personal information through the Website or any affiliated website, including [zacks.com](https://www.zacks.com) (the “Website”), you agree to the terms of this Privacy Policy and Terms of Service with the same legal force and effect as a written contract with your written signature and that any laws that require a writing or signature, including any applicable statute of frauds have been satisfied, and acknowledge that your use of the Website is subject to the terms and conditions hereof. You further agree that you shall not challenge the validity, enforceability or admissibility of the terms of this Privacy Policy and Terms of Service on the grounds that it was electronically transmitted or authorized. In addition, you acknowledge that you have had the opportunity to print the

terms. ZIM may change, modify or amend this Privacy Policy and Terms of Service at any time by posting the changed, modified or amended Privacy Policy and Terms of Service on the Website. Your continued viewing of or use of this Website following the posting of any changes to this Privacy Policy and Terms of Service will signify your assent to any such changes, modifications or amendments. The most recent date this Privacy Policy & Terms of Service was updated is provided at the bottom of the page. [1] If you are accepting this Privacy Policy & Terms of Service for an entity, such as the company you work for, you represent to us that you have the legal authority to bind that entity.

Opt-Out/Contact Zacks Investment Management

If you wish to opt-out of receiving future communications, please contact ZIM at the below address or phone number. All opt-out requests will be honored, but please be patient with us as it may take two (2) to four (4) weeks for opt-out changes to be fully implemented. Should you have any questions about this Privacy Policy and Terms of Use, the practices of this Website, or your dealings with this Website, contact Zacks Investment Management at: This policy will be updated periodically, so please be sure to reread it from time to time. The most recent date the privacy policy was updated is provided at the bottom of the page. By submitting your personal information to us, you are agreeing that ZIM may use the information in accordance with this privacy policy.

Postal Mail: Attn: Chief Operating Officer Zacks Investment Management One South Wacker Drive, Suite 2700 Chicago, IL 60606

Arbitration Agreement

Any and all claims arising from or relating to the use of the Website and/or any good or service offered or provided by us to you shall be subject to binding arbitration under the Federal Arbitration Act (“FAA”). This includes claims based on contract, tort, equity, statute, or otherwise, as well as claims regarding the scope and enforceability of this provision. It includes all claims by or against you, us, and/or any affiliated person, company, and/or agent.

A single Arbitrator shall decide all claims and shall render a final, written decision. You may choose the American Arbitration Association (“AAA”), Judicial Arbitration and Mediation Service (“JAMS”), or other similar arbitration service provider acceptable to us to administer the arbitration. Consistent with the FAA, the appropriate AAA rules, JAMS rules, or other service provider rules shall apply, as determined by the Arbitrator. For AAA and JAMS, these rules are found at www.adr.org and www.jamsadr.com.

Each party to the arbitration shall pay his, her, or its own costs of arbitration. If you cannot afford your arbitration costs, you may apply for a waiver under the relevant rules.

You and we waive any right to bring representative claims on behalf of a class of individuals, on behalf of the public, as a private attorney general, or otherwise (the “Class Action Waiver”). Except for this Class Action Waiver, this clause may be severed or modified if necessary to render it enforceable under the FAA. The agreements and waivers contained in this section shall apply retroactively to any and all claims and causes of action that arise or arose at any time.