

Web Privacy Policy

Introduction

Omicron Advisors, LLC (“Omicron”, “we,” “us,” or “Company”) is strongly committed to respecting and protecting your privacy. Please carefully read the following Privacy Notice (“Notice”). To ensure your privacy, the information we collect from visitors to this website (the “Site”) is used only in the manner and for the purposes described in this Notice.

The purpose of this Notice is to explain the type of information that the Company collects, what we do with that information, and with whom the Company shares this information. Anyone who provides personally identifiable information (“Personal Information”) or any other information to the Company consents to the collection, use, and disclosure of such information under the terms of this Notice. This Notice applies to individuals who browse and use our Site (“Visitors”).

Information We Collect from Visitors to our Site

When a Visitor submits a contact form on the “Get in touch” page of the Site, the only Personal Information we collect is your name, email address, and any other information voluntarily submitted by you in the message section of the form.

When you access omicronadvisors.com (or any web site), your web browser may automatically send information about your computer, e.g., your User agent and IP address, if your computer enables cookies. Cookies are small text files that are stored in your computer’s memory and hard drive when you visit certain web pages. We do not store this information, nor do we run third party browser cookies on our Site.

Website Links

Internet sites that you link to from the Site may contain privacy provisions that differ from the provisions of our Privacy Notice. To ensure your privacy is protected, we recommend that you review the privacy statements of other Internet sites you visit.

How We Use the Information We Obtain

Once you have requested information from us, we may communicate with you to provide additional information related to your initial information request. However, we will never ask you to send Personal Information such as account or Social Security numbers by non-secure email.

We may use aggregated Site data to ensure that content from our Site is presented in the most effective manner and tailored to our Visitors' interests and the manner in which our Visitors browse our Site.

We will only use your Personal Information for the purposes articulated herein, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your Personal Information for an unrelated purpose, we will notify you and explain the legal basis which allows us to do so.

How We Protect Personal Information

We take seriously the obligation to safeguard your Personal Information. We maintain physical, electronic, and procedural safeguards to protect against unauthorized access to your Personal Information. Details of our technology security measures are set forth in our internal privacy and cybersecurity policies. We endeavor to restrict access to Personal Information about you to those employees of Omicron and service providers who need access to that information. All of our employees and service providers are required to maintain the confidentiality of all Personal Information. Employees are educated about the importance of privacy in accordance with our Code of Ethics.

Information We Share

We do not disclose Personal Information we obtain about you through the Site, except as described in this Privacy Notice. Omicron may disclose your information: (1) to our affiliates, individuals and/or entities not affiliated with Omicron in furtherance of providing services to you in response to your contact with us; (2) when required to do so by judicial or regulatory process; or (3) when we are otherwise permitted to do so in accordance with the parameters of applicable federal and/or state privacy regulations, or when you have authorized us to share information.

In addition, we may share anonymous/aggregate information with third parties, such as service providers, for any purpose.

We will not disclose or transfer Personal Information to third parties for the purposes of marketing. The disclosure of your information for processing and/or transmittal by Omicron in furtherance of your relationship with us shall be deemed as having been automatically authorized by you with respect to the corresponding nonaffiliated third-party service provider.

Updates and Contact Information

This Privacy Notice may be updated periodically and without prior notice to you to reflect changes in our information handling practices. We will post the updated version on the Site and indicate when it was most recently updated. We urge you to check this Site periodically to review the most recent Privacy Notice. Your continued use of the Site following any changes to this Privacy Notice will constitute your acceptance of the changes. If you have any questions or comments about this Privacy Notice, please contact us at inquire@omicronadvisors.com.

Amended and Effective

This Notice took effect on July 12, 2021

Website Disclaimer

Terms and Conditions

Welcome to <http://omicronadvisors.com/>. The information offered by Omicron Advisors, LLC (“Omicron”), on this website (the “Site”) is subject to certain terms and conditions (the “Terms and Conditions”). These Terms and Conditions apply to all users. By entering the Site or by transmitting any information to the Site you acknowledge and agree to all of the Terms and Conditions. Please read them carefully. If you do not agree to the Terms and Conditions, please do not use the Site. Any use of the Site in a manner inconsistent with these Terms and Conditions is deemed unauthorized access and may subject the user to civil or criminal penalties. We reserve the right to revise these Terms and Conditions at any time and for any reason, without notice or obligation, by updating this posting. Your continued use of the Site following the posting of any changes to the Terms and Conditions will mean that you accept such amendments. We strongly recommend that you periodically visit this page of the Site to review the Terms and Conditions.

Use of Website

This Site is limited to the dissemination of general information pertaining to Omicron’s advisory services, together with access to additional investment-related information, publications, and links. Accordingly, the publication of Omicron’s Site on the Internet should not be construed by any consumer and/or prospective client as Omicron’s solicitation to affect, or attempt to affect, transactions in securities, or the rendering of personalized investment advice for compensation, over the Internet. Any subsequent, direct communication by Omicron with a prospective client shall be conducted by a representative that is either registered or qualifies for an exemption or exclusion from registration in the state where the prospective client resides.

Omicron does not make any representations or warranties as to the accuracy, timeliness, suitability, completeness, or relevance of any information prepared by any unaffiliated third party, whether linked to Omicron’s Site or incorporated herein, and takes no responsibility, therefore. All such information is provided solely for convenience purposes only and all users thereof should be guided accordingly.

Restricted Use of Site Materials

Omicron grants you a limited license to access and make use of the Site. For your personal use only, you may print copies of the information from the Site, and you may store information from

the Site on your own computer. You may not modify the Site, or any portion thereof, for any reason. Any unauthorized use terminates the permission or limited license granted by Omicron. Omicron reserves all other rights.

Registration Status

Omicron Advisors, LLC (“Omicron”), located in Newark, Delaware, is a state-registered investment adviser. Registration as an investment adviser does not imply a certain level of skill or training. Omicron and its representatives are in compliance with current and known filing requirements imposed upon state registered investment advisers by those states in which Omicron maintains its principal place of business and where Omicron serves clients. Omicron may only transact business in those states in which it is registered or qualifies for an exemption or exclusion from registration requirements.

For information pertaining to the registration status of Omicron, please contact the state securities regulators for those states in which Omicron is registered. A copy of Omicron’s current written disclosure statement discussing Omicron’s business operations, services, and fees is available from Omicron upon written request.

Not Investment Advice

Certain portions of Omicron’s Site (i.e., newsletters, articles, commentaries, etc.) may contain a discussion of, and/or provide access to, Omicron’s (and those of other investment and non-investment professionals) positions and/or recommendations as of a specific prior date. Due to various factors, including changing market conditions, such discussion may no longer be reflective of current position(s) and/or recommendation(s). Moreover, no client or prospective client should assume that any such discussion serves as the receipt of, or a substitute for, personalized advice from Omicron or from any other investment professional. Omicron is neither an attorney nor an accountant. No portion of the content on this Site should be interpreted as legal, accounting or tax advice.

Linking, Posting and Transmitting

Although Omicron provides the information accessible on the Site for your personal, non-commercial use, Omicron retains all property rights, including, without limitation, property rights under U.S. and international copyright law, to all such information. Without the prior express written permission of Omicron or as set forth under “Restricted Use of Site Materials” above, you MAY NOT do any of the following: (A) hyperlink to the Site, whether to its homepage or to an interior page; (B) include information from the Site on another site, on a server or computer, or in documents; (C) modify or re-use the information from the Site; or (D) transmit any commands, codes or information to the Site, with the exception of those commands necessary to view the Site. Omicron reserves all other rights.

Although Omicron, or other parties involved in creating, producing, or delivering the Site, may monitor or review any transmissions to the Site or to Omicron personnel, Omicron and such other parties assume no responsibility or liability that may arise from the content thereof,

including, without limitation, claims for defamation, libel, slander, obscenity, pornography, profanity, or misrepresentation.

Although the Site may be linked to other sites, Omicron is not, directly, or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with the linked site, unless specifically stated therein. By entering the Site you acknowledge and agree that Omicron has not reviewed all the sites that may be linked to the Site and is not responsible for the content of any off-site pages or any other site linked to the Site. Such third party may have a privacy policy different from that of Omicron, and the third-party Site may provide less security than the Omicron Site. You acknowledge and agree that when you follow links to pages not maintained on the Site, you do so at your own risk.

Indemnification

Each client and prospective client agree as a condition precedent to his/her/its access to Omicron's Site, to release and hold harmless Omicron, its officers, directors, owners, employees, and agents from any and all adverse consequences resulting from any of his/her/its actions and/or omissions which are independent of his/her/its receipt of personalized individual advice from Omicron.