

401kWealthPlan.com

Terms & Conditions



Services Overview

401kWealthPlan.com is an e-Advisory service from United Capital Financial Advisers, LLC (“United Capital”). The recommendations that United Capital through 401kWealthPlan.com makes relating to 401k allocations are based on our opinion of current U.S. Stock and Bond Market risk. The primary analysis conducted is our independent research of markets based on moving averages, market volatility, and a proprietary risk calculation of certain financial indices. In addition, 401kWealthPlan.com/United Capital will review the specific investment options available to the Subscriber through their retirement plan and offer a recommendation on which options and what percentage to invest in based on the current market conditions, with different options to accommodate different risk tolerance for individual Subscribers. United Capital through 401kWealthPlan.com **will not** send customized allocation recommendations based on each Subscribers risk tolerance. It is up to each Subscriber to decide how much risk they are willing to take.

This service is only for investors with more than a three year time horizon. If you have less than a three year time horizon then consult your 401k materials and invest in investments they deem to be stable value and/or ultra conservative. (Do Not Subscribe to this Service if your time horizon is less than 3 years) However, even if retiring in 3 years your time horizon should be longer and more consistent with your life expectancy which could be significantly longer than your expected retirement date.

Although we make every effort to provide accurate and updated information, our analysis cannot take into consideration all of your personal finances and goals, and therefore should not be viewed as a customized recommendation. This service is designed to provide only asset allocation recommendations based on the current market conditions for your 401(k) and/or 403(b) investments.

Based on the result of our analysis we will provide a recommendation to position your investments in an “Offensive”, “Neutral” or “Defensive” manner, the difference between the three relates to the percent of your account that is invested in stocks vs. bonds. We will provide a recommended allocation based on the different investment options that you have let us know that you have available to you in your 401(k) or 403(b) account. As part of 401kWealthPlan.com/United Capital’s service, we will provide the Subscriber with two different recommended allocations, one for Moderate Growth investors and one for Growth investors. Each Subscriber needs to decide which category they fall into based on their particular risk tolerance and objectives. **Certain Subscribers may fall outside of the Moderate Growth or Growth categories. In such situations, subscribers have three options: 1. Do not act on the recommendations offered, 2. Modify the allocation to a percent that they are personally comfortable with 3. Speak with a professional.**

Subscribers may speak with a United Capital investment adviser representative to discuss their particular situation and request a more direct recommendation about what type of investor they are. Subscribers may also elect, for an additional cost, to take advantage of more comprehensive wealth counseling services provided by United Capital and its wealth advisors. To do so please send an email to help@401kWealthPlan.com with your name and contact information and a representative will contact you directly.

In order to provide the Subscriber with proper advice, it is the Subscribers responsibility to make sure that 401kWealthPlan.com/United Capital is aware of the current investment options that you have available to invest into. **401kWealthPlan.com/United Capital does not have any control, discretion or other ability to take action on the Subscriber’s behalf. It is up to the Subscriber to act or not to act on any recommendations made.**

401kWealthPlan.com/United Capital is not affiliated with any specific plan provider, record keeper or other fiduciary for the Subscriber’s plan, except for its own employees plan offered through United Capital Financial Partners, Inc (United Capital’s parent). This service has not be verified or endorsed by any third party provider. Advice offered is independent of the services provided by the Subscriber’s plan administrator and record keeper.

For specific advice about your particular needs and circumstances we recommend that you speak with one of United Capital's investment advisory representatives or consult with another investment adviser for a more comprehensive review of your goals. Additional Fees may apply.

Investments involve risk of loss. While the intention of this service is to limit the risk that you are exposed to in negative markets, your account may lose value.

This service relies on shifting assets between asset classes viewed by the financial industry as "conservative" and "aggressive" investments (bonds and stocks, respectively). The actual risk associated with these asset classes may vary, and at times, bonds may be more risky than stocks. In turn, neither asset class is ever risk free. Because of the market timing nature of this strategy, in positive markets there is a risk of underperforming those indices that outperform.

Depending on your specific objectives and risk tolerance, the recommendations made by this service may not be appropriate for all of your investments. Generally, this service is meant for the portion of your assets that you are willing to have fluctuate in value, with the potential for losses. For example, if your goal for a certain portion of your assets is strictly capital preservation, we believe you should invest those funds in conservative investments such as short-term U.S. Treasury securities or equivalent. For more information on prudent investing, see also the information available at the websites of the Securities and Exchange Commission at www.sec.gov and the Financial Industry Regulatory Authority at www.finra.org.

References to examples of past performance are hypothetical, are not a guarantee of future performance and do not take into account a number of factors that may be present when implementing the strategy. Your specific results may vary from the hypothetical results that we use to generate our analysis of recommendations made. Considerable variations in performance can be attributed to a number of factors, including but not limited to: (a) when you begin or cease investing, (b) which recommendations you choose to act on and the timing of when you act, (c) how much money you choose to invest in each recommendation, (d) the specific prices you get, (e) the fee's in your 401(k) / 403(B) plan, including the individual investment expenses within your plan (f) the interest income you earn on un-invested funds, and (g) the number and magnitude of losing or winning trades you experience.

Limitations on 401kWealthPlan.com/United Capital Liability

401kWealthPlan.com/United Capital's liability, whether in contract, tort, negligence, or otherwise, shall be limited in the aggregate to direct and actual damages not to exceed the fees received by 401kWealthPlan.com/United Capital from Subscriber. 401kWealthPlan.com/United Capital will not be liable for consequential, incidental, punitive, special, exemplary, or indirect damages resulting directly or indirectly from the use of or reliance upon any material provided by United Capital. Without limitation, 401kWealthPlan.com/United Capital shall not be responsible or liable for any loss or damages related to, either directly or indirectly, (1) any decline in market value or loss of any investment; (2) a subscriber's inability to use or any delay in accessing the 401kWealthPlan.com website or any other source of material provided by United Capital; (3) any negative account performance caused by a delay in the subscriber's execution of recommended changes (4) any absence of material on the 401kWealthPlan.com website; (5) 401kWealthPlan.com's failure to deliver or delay in delivering any material or (6) any kind of error in transmission of material; or (7) the use by a subscriber of any research to invest in any way which may be deemed unsuitable in accordance with certain industry standards. 401kWealthPlan.com/United Capital and Subscriber acknowledge that, without limitation, the above-enumerated conditions cannot be the probable cause of any breach of any agreement between 401kWealthPlan.com/United Capital and Subscriber. "No-risk" and "risk-free" refer solely to the subscription price refund policy.

Arbitration

Any controversy or dispute arising out of or relating to the Subscriber's account or to any transaction(s) in such account or any dispute with United Capital, its investment adviser representatives, or with any of the officers, directors, agents and/or employees of United Capital acting on behalf of the subscriber, or a dispute over this

Agreement or any breach thereof, will be subject to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrators will be entered into any court having jurisdiction thereof. This provision does not constitute a waiver of any right a Subscriber may have under state or federal securities laws or ERISA.

Termination and Assignment of Agreement

Either party may terminate this Agreement by providing written notice. United Capital's 401kWealthPlan.com services will cease upon written notice from the Subscriber. Email notices and recommendations will cease within a reasonable period of time after receiving notice from the Subscriber. Unless an exception is granted, United Capital will not refund any pre-paid fees for the 401kWealthPlan.com service.

Governing Law

To the extent not inconsistent with federal law, this Agreement shall be governed by the laws of the State of California without giving effect to the choice of law or conflict of law provisions thereof.

Agreement Modification

United Capital may amend this agreement by giving the Subscriber written notice of any amendments.

Assignment

This Agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940) without the consent of the Subscriber.

Notices and Email Use Disclaimer

Through subscribing for this service, the Subscriber has provided an active email address to United Capital. Through execution of its agreement with United Capital, Subscriber agrees to receive all notices relating to the service subscribed to via email, at the address provided when subscribing. United Capital may send certain notices and information to the Subscriber's mailing address, provided at the time of subscribing for the service. The Subscriber is responsible for providing United Capital with any change of email and/or mailing address in a timely fashion.

Any notice and instructions with respect to the Subscriber's account must be in writing and delivered to United Capital's principal offices at 500 Newport Center Drive, Second Floor, Newport Beach, California, 92660

Third Party Sites, Products and Services

Links from this website and in our e-newsletter are provided for your convenience. Should you leave this site, or the newsletter, via a link contained herein, the content that you view therein is not provided by our company. We are not responsible for, nor have developed or reviewed, the content at those sites. We make no guarantees, representations, or warranties as to, and shall have no liability for, any electronic content delivered by any third party, including, without limitation, the accuracy, subject matter, quality, or timeliness of any electronic content.

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