

BrightPlan Financial Wellness Order

| Services | Number of Global Benefit Eligible Employees (to be updated as of effective date) | Monthly Fee Per Employee | Total Monthly Fee |
|---|---|--------------------------|---------------------|
| BrightPlan Proposal | | | |
| <ul style="list-style-type: none"> • BrightPlan Academy and Education • Access for All Benefit Eligible Employees and their Dependents • 4 Custom webinars tailored to benefits*** • 12 "Get Started" webinars with BrightPlan for new hires • QBRs led by Customer Success Team to review results (4x/year) • Digital Financial Wellness Coach • Goals Based Planning • Investment advice and 401(k) fund selection recommendations • Automated Investing • Investment and Spending Analysis across all linked accounts • Budgeting, Dynamic Balance Sheet, Net Worth and Goal Status Tracking • Digital Advisor Access • Unlimited Human Fiduciary Advisor Access for EE and Spouse • Referrals to Estate Planning and Tax Preparation Services** | | \$3.47 | |
| Monthly Total | | | \$ |
| Annual Total | | | Total Annual |
| Annual Net Price Total | | | \$ |
| <p>*Pricing subject to adjustment based on contract term length and number of benefit eligible employees **Estate planning and tax preparation services are provided at a discounted rate through service providers *** T&E for onsite events is additional</p> | | | |
| Additional Services | | | Cost |
| Survivor Support (event based) <ul style="list-style-type: none"> • Financial Benefits Review • Key Contacts • Checklist • Cash Flow Analysis • Estate Plan Considerations • Follow-ups | | | |
| | | | |
| | | | |

Please contact me with any questions,

Keith Haig

Sr. Strategic Account Executive

khaig@brightplan.com brightplan.com PH: 720.412.5005

NEW: Workforce Financial Wellness Gauge

[Learn More](#)



LEGAL DOCUMENTS

[ADV](#)

[CRS](#)

[Investment Advisory Agreement](#)

[Terms of Service](#)

[Privacy Policy](#)

[Privacy Notice](#)



Terms of Service

Welcome to BrightPlan. We are very happy you have started your journey to a better financial future. We are here to help you achieve your dreams and goals.

Agreement

By accessing the BrightPlan websites located at www.brightplan.com and my.brightplan.com, or any linked pages owned and operated by us (the "Sites"), any mobile application provided by BrightPlan LLC ("Mobile Apps") and any other services provided by us (together with the Sites and the Mobile Apps, the "Service") you agree to be bound by these Terms of Service and to comply with all applicable laws and regulations. These Terms of Service set out the legally binding terms with respect to your use of, and our provision of, the Service. Please read these Terms of Service carefully.

NEW: Workforce Financial Wellness Gauge

[Learn More](#)



No agency, partnership, joint venture, or employment is created as a result of these Terms of Service and you do not have any authority of any kind to bind us in any respect whatsoever. We may provide you with notices, including those regarding changes to the Terms of Service by email, regular mail or postings on the Service. These Terms of Service and all terms, guidelines and rules referenced herein contain the entire agreement between you and us regarding the use of the Service. Our failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect.



YOUR USE OF THE SERVICE CONSTITUTES YOUR ACCEPTANCE OF ALL OF THE PROVISIONS OF THESE TERMS OF SERVICE. IF YOU ARE UNWILLING TO BE BOUND BY THESE TERMS OF SERVICE, PLEASE DO NOT USE THE SERVICE.

BrightPlan is a financial wellness service operated by BrightPlan LLC. Brightplan's service includes but is not limited to educational content, financial planning and tracking tools, and investment advisory services. A subset of the offering is available globally ("Global Financial Planning Services") while regulated investment advice ("Advisory Services") is made available solely in the United States of America to U.S. residents and citizens and is provided subject to these Terms of Service, the IAA described below, the Privacy Notice and any other guidelines, rules and additional terms referenced herein. For more information regarding BrightPlan's Advisory Services, its methodology, applicable fees and disclosures see our [Form ADV Part 2](#) and [Form CRS](#).

For non-US residents or citizens or persons resident outside the United States, the Global Financial Planning Services are provided to you subject to these Terms of Service, the Privacy Notice and any other guidelines, rules and Additional Terms referenced herein, including any local terms and conditions applicable to your country of citizenship or residence. Notwithstanding the

NEW: Workforce Financial Wellness Gauge

[Learn More](#)



in connection with our provision of Advisory Services in the United States, the rules and regulations applicable to registered investment advisers under the Investment Advisers Act of 1940, as amended (the "Advisers Act"), may require us to make certain requests of you in connection with certain types of recommendations. In particular, we may need to provide you with additional information, ask that you acknowledge that such additional information was provided and, if required, obtain additional information from you. Prior to receiving any Advisory Services, you will be prompted to execute an Investment Advisory Agreement ("IAA") with BrightPlan.

These Terms of Service are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign or delegate our rights or obligations under these Terms of Service without your consent. In the United States, in the event of a change in control or ownership of BrightPlan that would result in an "assignment" of this Agreement under the Investment Advisers Act of 1940, BrightPlan will provide written notice of the assignment to you, and if you do not terminate these Terms of Service and your account within 30 days from the date of such notice, you will be deemed to consent to such assignment.



Electronic delivery of brochures

You acknowledge and consent to electronic delivery (whether through the Service, e-mail or other electronic means) of any brochure, notice or other disclosure document that we are required to deliver to you.

Eligibility

The Service is made available to you either through your employer (as an employee benefit) or directly by BrightPlan. You must be a resident and/or citizen in the location identified by you to your employer and/or by you to BrightPlan. You must contact your employer and/or BrightPlan should your residency and/or citizenship change. Further, you must be 18 or older, or of the legal

NEW: Workforce Financial Wellness Gauge

[Learn More](#)



and conditions set forth herein. The Service is administered and all data is stored within the United States.

Use of the Service

Information, data, text, sound, photographs, graphics, video, messages and other materials available through the Service, and other items displayed on BrightPlan (whether from BrightPlan, other users or third party sources) (collectively, "Content"), are solely for your own personal, noncommercial use. The term "Content" does not include the investment recommendations provided pursuant to an IAA.

You should not, and you agree you will not, construe, treat or rely on Content as advice from BrightPlan or its affiliates as to the value of securities, the selection of an investment adviser or the advisability of investing in, purchasing or selling securities. Any Content posted by us on the Service has been posted to provide general information on topics that users may find helpful, inspiring, and educational. While we strive to provide well researched and carefully written content, we make no representations, warranties or guarantees whatsoever as to the accuracy, integrity of such Content and under no circumstances will BrightPlan be liable in any way for any Content posted by us, any other user or any third party, including any errors or omissions in any such Content, or any loss or damage of any kind incurred as a result of your use of any such Content. You agree that you will evaluate and bear all risks associated with the use of any Content, including any reliance on the content, integrity, and accuracy of such Content.

Where available and only upon the execution of an IAA shall BrightPlan provide you with Advisory Services. Except in connection with the provision of Advisory Services, you agree and acknowledge that we are not your investment advisor.

Restrictions on Rights to Use

NEW: Workforce Financial Wellness Gauge

[Learn More](#)

BrightPlan[®]

extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Service or any portion thereof;

- remove any copyright, trademark or other proprietary rights notices contained in or on the Service or in or on any Content or other material obtained via the Service;
- reformat, frame or place pop-up windows over any portion of the Service, or otherwise affect the way that the Service is displayed;
- create user accounts by automated means or under false or fraudulent pretenses;
- impersonate any person or entity, including, but not limited to, any employee or officer of BrightPlan, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- create or transmit unwanted electronic communications such as "spam" to other users or members of the Service or otherwise interfere with other users' or members' enjoyment of the Service;
- transmit any viruses, worms, defects, Trojan horses or other items of a destructive nature;
- forge headers or manipulate identifiers or other data in order to disguise the origin of any Content transmitted through the Sites or to manipulate your presence on the Sites;
- use the Service to violate the security of any computer network, steal passwords or security encryption codes, attempt to gain unauthorized access to the Service, or transfer or store illegal material, including material deemed threatening or obscene;
- use any device, software or routine that interferes with the proper working of the Service or otherwise attempt to interfere with the proper working of the Service;
- take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our IT infrastructure;
- reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service;
- solicit any user for any investment or other commercial or promotional transaction; or



NEW: Workforce Financial Wellness Gauge

[Learn More](#)



browser. We may at any time, without prior notice and in our sole discretion, terminate the membership of, or take any other appropriate action against any person who violates the Terms of Service. Illegal or unauthorized uses of the Sites or Service will be investigated and subject to appropriate legal action, including, without limitation, civil, criminal and/or injunctive redress.

Registration and Security

In order to use and/or access certain parts of the Service, you are required to register with the Service and to create a password and a user name which shall be associated with an email address which you own and use ("User ID"). You will also be asked to answer some questions about yourself. You agree that the information you provide to us upon registration and at all other times, shall be true, accurate, current and complete, and that you will promptly update such information with any changes. Failure to do so shall constitute a breach of these Terms of Service, which may result in the immediate termination of your user account. You may not enter, select or use a false name or an email address owned or controlled by another person with the intent to impersonate that person. You shall be responsible for maintaining the confidentiality of your password and are fully responsible for all activities that occur under your User ID and password. Any User ID and password provided to you for your access to the Service shall be for your personal use only. You agree to (a) immediately notify us of any unauthorized use of your User ID or password and (b) ensure that you logout of your account when you wish to de-authenticate from each session. Please be aware that the use of the Service requires acceptance of cookies from BrightPlan and that you allow Javascript to run for the application to function.



Account Information from Third Party Sites

In order to use, access, and/or supplement the Service, you may decide to direct BrightPlan to retrieve certain financial or transactional information maintained online by third party financial institutions with which you have customer relationships, maintain accounts, or engage in financial

NEW: Workforce Financial Wellness Gauge

[Learn More](#)

BrightPlan[®]

party services to analyze your goals, formulate recommendations, and perform forecasting and modeling. All such access will be subject to our [Privacy Notice](#).

We make no effort to review your Account Information for legality or non-infringement. We are not responsible for the products and services offered by or on third-party sites, including the sites of other advisers that may be mentioned. We cannot always foresee or anticipate technical or other difficulties, which may result in failure to obtain data or loss of data, personalization settings, or other service interruptions. We cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery, or failure to store any user data, communications, or personalization settings. For example, Account Information may be stale as of the time viewed which reflects the fact that time may have passed between the time the information is downloaded from the third party financial institution and the time such information is viewed by you. Such information may be more accurate or up-to-date when obtained directly from the relevant financial institutions.

We make no effort to review your Account Information for accuracy, legality, or non-infringement. We are not responsible for the products and services offered by or on third-party sites, including the sites of other advisers that may be mentioned. We cannot always foresee or anticipate technical or other difficulties, which may result in failure to obtain data or loss of data, personalization settings, or other service interruptions. We cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery, or failure to store any user data, communications, or personalization settings. For example, Account Information may be stale as of the time viewed, which reflects the fact that time may have passed between the time the information is downloaded from the third party financial institution and the time such information is viewed by you. Such information may be more accurate or up-to-date when obtained directly from the relevant financial institutions.

NEW: Workforce Financial Wellness Gauge

[Learn More](#)

BrightPlan[®]

so that they are compatible with the third party sites that maintain your Account Information. Such information will not be stored or used by BrightPlan for any purpose other than outlined above.

By submitting information, materials, and other content through the Service, you are licensing that content to us solely for the purpose of providing Service. By submitting this content to us, you represent that you are entitled to submit it to us for use for this purpose, without any obligation by us to pay any fees or other limitations. You hereby authorize and permit us to use such information to accomplish the foregoing.

YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY SITES, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY.



Notwithstanding anything in this Terms of Service to the contrary, we shall have no authority to take or have possession of any assets in the accounts maintained by such third parties or to direct delivery of any securities or payment of any funds held in such account to itself or to direct any disposition of such securities or funds. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. While our Service may be affiliated and endorsed by the third parties with whom your Account Information is held from time to time, you should not assume that the Service is sponsored or endorsed by any third parties with whom your Account Information is held.

Alerts

We may provide mandatory automatic alerts and voluntary account-related alerts from time to time. Automatic alerts may be sent to you following certain events of interest, such as changes

NEW: Workforce Financial Wellness Gauge

[Learn More](#)



alerts from time to time, or cease to provide certain alerts at any time at our sole discretion. Electronic alerts for a given account will be sent to the email address you have provided as your primary email address for that account. If your email address or your mobile device's email address changes, you are responsible for informing us of that change. Changes to your email address or mobile number will apply to all of your alerts. Because alerts are not encrypted, we will never include your password or account numbers. However, alerts may include your User ID and some information about your accounts. Anyone with access to your email will be able to view the content of these alerts. At any time you may disable future voluntary alerts.

You understand and agree that any alerts provided to you through the Service may be delayed or prevented by a variety of factors. We use reasonable best efforts to provide alerts in a timely manner with accurate information. However, except as otherwise provided herein, we neither guarantee the delivery nor the accuracy of the content of any alert. Furthermore, except as otherwise provided herein, you also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.



Removing your account for the Service

This Agreement will continue to apply until terminated by either you or us as set out below. If you want to terminate your legal agreement with us, you may do so by terminating the IAA and closing your account for the Service.

To close and delete any account with us, please email us at customerservice@brightplan.com or simply request to close your account from within the Service from the appropriate menu item.

Subject to and as explained in our Privacy Notice and the remainder of this paragraph, your BrightPlan account access will be revoked within 30 days of the closing of the account. Even if we

NEW: Workforce Financial Wellness Gauge

[Learn More](#)



Use of the Service, and all information that you provide to us in order to register for the Service, is governed by our Privacy Notice which is fully incorporated in these Terms of Service. By use of the Service, you consent to the processing of your data by BrightPlan, its affiliates and its subprocessors, including automated processing. Note that we reserve the right to update our Privacy Notice at our discretion and that any changes made to our Privacy Notice are effective when the update is live on the Site. We strongly urge you to review the terms of the Privacy Notice.

Term

These Terms of Service, as amended from time to time, will remain in full force and effect while you use the Service or use any Content that you have obtained from BrightPlan. We may terminate these Terms of Service for any reason, at any time. Any provisions in these Terms of Service that by their nature or as specified hereunder are intended to continue beyond termination or expiration of these Terms of Service shall survive any termination or expiration of these Terms of Service.



Our Proprietary Rights

The Service (including, but not limited to, text, photographs, graphics, video and audio Content) are protected by copyright as collective works or compilations under the copyright laws of the United States and other countries. All individual articles, Content and other elements comprising the Service are also copyrighted works. Except for the content submitted by members or users, the Service and all aspects thereof, including all copyrights, trademarks, and other intellectual property or proprietary rights therein, are owned by BrightPlan or its licensors. You acknowledge that the Service and any underlying technology or software used in connection with the Service contain our proprietary information. You may not modify, reproduce, distribute, create derivative works of, publicly display or in any way exploit, any of the Content available on the Sites, in whole

NEW: Workforce Financial Wellness Gauge

[Learn More](#)



"BrightPlan, LLC", "BrightPlan", and all associated logos. All trademarks and service marks on the Service that are not owned by us are the property of their respective owners. Nothing contained on the Service should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks or service marks without our express prior written consent.

Interstate and International Nature of Communications

You acknowledge that in contributing Content or using the Service to send electronic communications, you will be causing communications to be sent through our computer networks, portions of which are located in various states and localities in the United States and portions of which may be located abroad. As a result, and also as a result of BrightPlan's network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to this Terms of Service, you acknowledge that the contribution of Content and use of the Service results in interstate data transmissions.

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

Copyright Dispute Policy

We have adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act or DMCA posted at www.copyright.gov/legislation/dmca.pdf.

NEW: Workforce Financial Wellness Gauge

[Learn More](#)



236 West Portal Ave. #309

San Francisco, CA 94127 heidi@parksidecp.com

Our Policy

It is our policy to (i) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our affiliates, Content providers, members or users; and (ii) remove and discontinue service to repeat offenders.

Procedure for Reporting Copyright Infringements

If you believe that material or Content residing on or accessible through the Service infringes your copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below ("Proper Bona Fide Infringement Notification"):



- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that was allegedly infringed;
- Identification of the works or materials being infringed;
- Identification of the material that is claimed to be infringing, including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that we are capable of finding and verifying its existence;
- Contact information about the notifier including address, telephone number and, if available, email address;
- A statement that the notifier has a good faith belief that the material is not authorized by the copyright owner, its agent, or the law; and
- A statement made under penalty of perjury that the information provided is accurate and that the notifying party is authorized to make the complaint on behalf of the copyright owner.

NEW: Workforce Financial Wellness Gauge

[Learn More](#)



Once Proper Bona Fide Infringement Notification is received by the Designated Agent, it is our policy:

- to remove or disable access to the infringing material;
- to notify the Content provider, member or user that it has removed or disabled access to the material; and
- that for repeat offenders, we will also terminate such Content provider's, member's or user's access to the Sites.

Procedure to Supply a Counter-Notice to the Designated Agent



If the Content provider, member or user believes that the material that was removed or to which access was disabled is either not infringing, or the Content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or pursuant to the law, the Content provider, member or user must send a counter-notice containing the following information to the Designated Agent listed above:

- A physical or electronic signature of the Content provider, member or user;
- Identification of the material that has been removed or to which access to has been disabled and the location at which the material appeared before it was removed or disabled;
- A statement that the Content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material; and
- The Content provider's, member's or user's name, address, telephone number, and, if available, email address and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the Content provider's, member's or user's address is located, or if the Content provider's, member's or user's

NEW: Workforce Financial Wellness Gauge

[Learn More](#)



If a counter-notice is received by the Designated Agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, in our discretion.

Changes to the Agreement or the Service

You agree and understand that these Terms of Service and the Service may be modified by us any time without prior notice, and such modifications will be effective upon our posting of the new terms and/or upon implementation of the new changes in the Service. You agree to review the Terms of Service periodically so that you are aware of any modifications. YOUR CONTINUED USE OF THE SERVICE AFTER ANY MODIFICATIONS INDICATES YOUR ACCEPTANCE OF THE MODIFIED TERMS OF SERVICE. Unless we expressly state otherwise, any new features, new services, enhancements, or modifications to the Sites or Services implemented after your initial access thereto shall be subject to these Terms of Service.



Governing Law and Arbitration

If there is any dispute about or involving the Service, you agree that the dispute will be governed by the laws of the State of California, without regard to its conflict of law provisions.

YOU AND BRIGHTPLAN (THE "PARTIES") WAIVE THEIR RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING ANY RIGHT TO A JURY TRIAL. The Parties agree that any dispute between or among any of the Parties about or involving the Service or the use thereof, or arising out of, relating to or in connection with the Terms of Service or the Privacy Notice, shall be resolved exclusively through binding arbitration conducted under the auspices of JAMS pursuant to its Arbitration

NEW: Workforce Financial Wellness Gauge

[Learn More](#)



with JAMS' Arbitration Rules and Procedures, and that the arbitrator may not award punitive or exemplary damages, unless (but only to the extent that) such damages are required by statute to be an available remedy for any of the specific claims asserted. In accordance with JAMS' Arbitration Rules and Procedures, the arbitrator's award shall consist of a written statement as to the disposition of each claim and the relief, if any, awarded on each claim. The award shall not include or be accompanied by any findings of fact, conclusions of law or other written explanation of the reasons for the award. The Parties understand that the right to appeal or to seek modification of any ruling or award by the arbitrator is severely limited under state and federal law. Any award rendered by the arbitrator shall be final and binding, and judgment may be entered on it in any court of competent jurisdiction as provided by law.



If any provision of these Terms of Service is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Service shall otherwise remain in full force and effect and enforceable. To the extent a court determines that the second sentence of the section captioned "Arbitration" is not enforceable, the Parties agree to exclusive personal jurisdiction by, and venue in, the state and federal courts of the State of California, City of San Francisco, for any dispute between or among any of the Parties about or involving the Service or the use thereof, or arising out of, relating to or in connection with the Terms of Service or the Privacy Notice.

Indemnity

To the maximum extent enforceable under applicable and except as may be limited under the Advisors Act with respect to Advisory Services, you agree to indemnify and hold BrightPlan, its parents, subsidiaries, affiliates, officers and employees, harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your access to the Service, (ii) the use of the Service by you or someone using your account, (iii) the submission

NEW: Workforce Financial Wellness Gauge

[Learn More](#)

BrightPlan[®]

Disclaimers and Limitations of Liability

Any third party brokers and third party advisors used by BrightPlan or to whom you have access through the Service are not employees or agents of BrightPlan or its affiliates. We are not liable for and will not judge the suitability of any actions of the third party brokers and third party advisors, including any trading or investment recommendation or decision. BrightPlan treats content submitted by such users in the same manner that it treats content submitted by the general public. Your engagement of a third party broker will be governed by their terms of use, privacy policy, and any supplemental terms or conditions we or they may require, which terms, conditions, and policy you are strongly encouraged to review before engaging any such third party.

There are significant risks associated with investing with a third party advisor or investing in the recommended securities, including, but not limited to, the risk that your portfolio could suffer substantial diminution in value. We do not and cannot guarantee the future performance of your portfolio or the recommended securities. If you choose to invest in the recommended securities, you acknowledge that you are able to bear the risks of investing in the recommended securities, as applicable, and that BrightPlan and its affiliates shall not be liable, directly or indirectly, to you or any other entity for losses resulting from the actions or recommendations of any third party advisors or your investment in the recommended securities.

BrightPlan and its affiliates do not warrant or guarantee the accuracy of any estimation of fees, description of investment strategies, third party data about mutual funds or ETFs, or other information provided in connection with any recommendation. BrightPlan and its affiliates shall not be liable, directly or indirectly, to you or any other entity for any inaccuracies in or omissions from such information.

NEW: Workforce Financial Wellness Gauge

[Learn More](#)

BrightPlan[®]

basis for your tax-planning decisions. Your circumstances are unique; therefore you should consult a tax advisor for personal advice. We do not provide tax advice.

The Service is provided by us on an "as is" basis. We and our licensors and affiliates make no representations or warranties of any kind, express, statutory, or implied as to the operation of the Service or any associated software or the information, content, materials, or products included on, or in association with, the Service. To the fullest extent permissible by applicable law, we and our licensors and affiliates disclaim all warranties, express statutory, or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. We and our licensors and affiliates further do not warrant the accuracy or completeness of the information, text, graphics, links, or other items contained within or displayed through the Service.

We and our licensors and affiliates make no warranty that (i) the Service will meet your requirements; (ii) the Service will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the use of the Service will be accurate or reliable; (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations; or (v) any errors in the Service will be corrected.

Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. We are not responsible for the conduct of any user of the Service. We do not warrant or covenant that Service will be available at any time or from any particular location, will be secure or error free, that defects will be corrected, or that the Service will be free of viruses or other potentially harmful components. Any material or content downloaded or otherwise obtained through the use of the Service is accessed at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. To the maximum extent

NEW: Workforce Financial Wellness Gauge

[Learn More](#)

BrightPlan[®]

broker-dealer or tax advisor. Unless we specify otherwise, any advice we provide to you is based solely on the information provided by you, and may not take into account information that may be available in the context of a more detailed examination of your personal financial situation.

Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances. We will not check the accuracy of the information you provide to us. It is your responsibility to keep the information you provide to us up to date. In most cases, we will not ask you to provide additional information or ask you to update your existing information.

Neither we nor our affiliates shall be liable for damages arising from the provision or use of the Service, including the recommendations, except for damages resulting from our gross negligence or willful misconduct. Notwithstanding the foregoing, nothing in these Terms of Service shall constitute a waiver or limitation of your rights under any federal or state securities laws or any other applicable governmental law.

We shall not, directly or indirectly, be liable, in any way, to you or any other person or entity for any: (i) inaccuracies or errors in or omissions from the Content or Service including, but not limited to, any information or analysis posted by any other user, prices of securities and financial data; (ii) delays, errors, or interruptions in the transmission or delivery of the content or Services; or (iii) loss or damage arising from your use of the Content or Service thereon or by any reason of nonperformance.

Without limiting the generality of the foregoing, (a) we shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electrical, or communications failure or degradation and (b) neither we nor our suppliers will be liable under any theory of law, for any indirect, incidental, punitive, or consequential damages, including, but not limited to, loss of



NEW: Workforce Financial Wellness Gauge

[Learn More](#)



enforceable under applicable law, BrightPlan’s maximum aggregate liability to you for any causes whatsoever, and regardless of the form of action, will at all times be limited to the fees received by BrightPlan in respect to your account in the 12 months prior to the action giving rise to liability.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NOTHING IN THESE TERMS OF SERVICE SHALL BE INTERPRETED TO WAIVE OR LIMIT YOUR RIGHTS UNDER ANY FEDERAL OR STATE SECURITIES LAW.



Subscribe to Our Blog

Stay informed by signing up for Financial Wellness best practices and industry insights directly to your inbox.

Your Email*

By clicking “Stay Informed”, you consent to allow BrightPlan to store and process the personal information submitted above to provide you the content requested. For more information, please review our [Privacy Policy](#).

Featured in:

[Contact](#)

[Careers](#)

[Press](#)

[Company](#)



NEW: Workforce Financial Wellness Gauge

[Learn More](#)



not known whether the listed customers approve of BrightPlan or the advisory services provided. The customers represented herein were not chosen based on any performance-related criteria but were chosen based upon the level of employee usage of BrightPlan's financial wellness program. Awards are not indicative of future performance. Awards and Other Recognitions should not be interpreted as a guarantee or suggestion that a client or prospective client will experience a certain level of results if our firm is engaged, or continues to be engaged, to provide investment advisory services, or as an endorsement of our firm by any past or present client. None of the sponsoring publications or organizations are affiliated with our firm, none of the Awards or Other Recognitions are based on client evaluations of our firm.

[Terms of Service](#) [Privacy Policy](#) [ADV](#) [CRS](#) [Investment Advisory Agreement](#) [Privacy Notice](#) © 2022 BrightPlan LLC

