401kSignal, LLC

Terms of Service

Effective Date: November 25, 2026 · Last Updated: November 25, 2026
New Jersey Registered Investment Adviser · CRD No. 340910
support@401ksignal.com · 401ksignal.com

These Terms of Service (these "Terms") govern your access to and use of 401ksignal.com, our waitlist, and our web-based advisory platform, marketed as the 401kSignal TrendEngine™ (together, the "Platform"), operated by 401kSignal, LLC ("401kSignal," the "Adviser," "we," "us," or "our"). By joining our waitlist, creating an account, or otherwise using the Platform, you agree to these Terms and to our Privacy Policy & Privacy Notice. If you do not agree, please do not use the Platform.

The short version

- Our investment advice is provided only under a separate Investment Advisory Agreement. If anything in these Terms conflicts with that agreement, the agreement controls.
- Our advice is non-discretionary. You decide whether to act on a Recommendation, and you place any trades yourself with your plan's recordkeeper. We never hold your money or your plan login.
- Nothing in these Terms waives any right you have under the securities laws or limits our fiduciary duty to you.
- Text alerts are optional. Reply STOP to opt out or HELP for help. Message and data rates may apply.

1. Your Investment Advisory Agreement Comes First

401kSignal is an investment adviser registered with the New Jersey Bureau of Securities (CRD No. 340910). Registration does not imply a certain level of skill or training. We provide investment advice only to clients who accept our Investment Advisory Agreement (the "Advisory Agreement") during onboarding, after receiving our Form ADV Part 2A (Firm Brochure), Form ADV Part 2B (Brochure Supplement), Privacy Policy & Privacy Notice, and the New Jersey Bureau of Securities Investor Protection Information Form.

If you are a client, the Advisory Agreement governs our advisory relationship, including our services, fees, refunds, termination, fiduciary duty, liability, and dispute resolution. These Terms add rules for using the Platform. **If these Terms conflict with the Advisory Agreement, the Advisory Agreement controls.**

Information on our public website and waitlist is general information about our services. It is not personalized investment advice, and no advisory relationship exists until you accept the Advisory Agreement and complete onboarding. Joining the waitlist does not make you a client.

2. Eligibility

To use the Platform you must be at least 18 years old, able to enter into a binding contract, and a resident of a state in which we are permitted to provide advisory services. We may decline to onboard anyone, including where we are not permitted to serve residents of your state. If you are a client and your state of residence changes, you must update your information promptly, as the Advisory Agreement requires.

3. Our Services

- **Non-discretionary advice.** The Platform analyzes the fund menu of your employer-sponsored retirement plan and, based on your Client Investment Profile, generates allocation recommendations and rebalancing signals ("Recommendations"). Recommendations are produced by rules-based software. You alone decide whether to accept, reject, or modify a Recommendation, and you place any resulting transaction directly with your plan's recordkeeper.
- **No custody and no credentials.** We do not take custody of your assets, cannot trade in your account, and never ask for the login credentials to your plan or brokerage account.
- **Scope.** Our advice covers only the retirement plan account(s) you identify in the Platform. We do not provide tax, legal, or accounting advice.
- **Your information.** Recommendations rely on the information you provide, which we do not independently verify. You agree to keep your Client Investment Profile accurate and up to date.
- **Plan documents.** You may upload only documents you have the right to share. Fund information we extract from them, with the help of artificial-intelligence tools, is reviewed by our personnel before the Platform uses it.

4. Accounts and Security

You agree to provide accurate account information, to keep your login credentials confidential, and to notify us promptly at support@401ksignal.com if you suspect unauthorized access to your account. Each account is for one individual; you may not share your account or let anyone else use it. Except where the law provides otherwise, you are responsible for activity that occurs through your account.

5. Fees, Free Trial, Billing, and Refunds

Our fees and refund terms are set out in the Advisory Agreement and our Form ADV Part 2A. In summary:

- **Flat subscription fee.** We charge a flat monthly or annual subscription fee. We do not charge fees based on the performance of your account.
- **Free trial.** New clients receive a 14-day free trial. You provide a payment method at checkout, but nothing is charged during the trial. Unless you cancel before the trial ends, your subscription begins when the trial ends.
- **Automatic renewal.** Fees are billed in advance through our payment processor, Stripe, at the start of each billing period, and your subscription renews automatically until you cancel. By subscribing, you authorize these recurring charges to your payment method.

- **Fee changes.** We will give you at least 30 days' prior written notice before any fee change takes effect.
- **Cancellation.** You may cancel at any time in the Platform or by emailing support@401ksignal.com.
- **Refunds.** Monthly subscriptions are not refunded for partial months. Annual subscriptions receive a pro-rata refund for the full calendar months remaining after cancellation. If you cancel within five business days after accepting the Advisory Agreement, we will refund any fees you paid in full.
- **Failed payments.** If a payment fails, we may suspend your access to Recommendations and may terminate the Advisory Agreement as it permits.

6. SMS Terms (401kSignal Alerts)

These SMS Terms apply to our optional text-messaging program.

Program name	401kSignal Alerts, operated by 401kSignal, LLC.
Program description	One-time verification codes to confirm your phone number, and account alerts about your 401kSignal Recommendations (such as rebalance and allocation alerts). We do not send marketing or promotional text messages.
How you opt in	Enter your mobile number in your Platform settings, check the unchecked box agreeing to receive text messages from 401kSignal, and confirm the one-time passcode we send to that number. Consent is not a condition of becoming a client or using the Platform; you can receive the same alerts by email.
Message frequency	Message frequency varies based on your account activity and alert settings.
Cost	Message and data rates may apply.
Opt out	Reply **STOP** to any message to cancel. We also honor QUIT, END, REVOKE, OPT OUT, CANCEL, and UNSUBSCRIBE, and opt-out requests made in your Platform settings or by email. You will receive one final message confirming your opt-out.
Help	Reply **HELP** for help, or email support@401ksignal.com.
Carrier liability	Carriers are not liable for delayed or undelivered messages.
Your number	You confirm that you are the subscriber or authorized user of the mobile number you provide, and you agree to update it in your settings if it changes.
Privacy	Your mobile information is handled as described in our Privacy Policy & Privacy Notice and is never shared with third parties or affiliates for marketing or promotional purposes.

7. Email and Electronic Communications

You agree that we may provide agreements, disclosures, notices, and other communications to you electronically, by email or through the Platform, as further described in the Advisory Agreement. If you join our waitlist, we will email you about 401kSignal's availability, and you can unsubscribe at any time using the link in any waitlist email.

8. Acceptable Use

You agree not to:

- share your account, or access the Platform through another person's account;
- copy, scrape, crawl, or bulk-download the Platform or its content, or use bots or other automated means to access it or create accounts;
- reverse engineer, decompile, or attempt to derive the Platform's source code, models, or signal logic;
- republish, sell, or redistribute Recommendations, or use them to provide investment advice or a competing service to others;
- upload malicious code, content you do not have the right to share, or another person's personal information without their permission;
- probe, scan, or test the vulnerability of the Platform, or interfere with its security or operation; or
- use the Platform for any unlawful, fraudulent, or misleading purpose, or impersonate any person.

9. Intellectual Property

The Platform, including its software, models, content, and design, and the names 401kSignal and TrendEngine™, are owned by 401kSignal and protected by intellectual property laws. Subject to these Terms, we grant you a limited, personal, non-transferable, revocable license to use the Platform for your own retirement planning. Recommendations are for your personal use only. If you send us feedback or suggestions, we may use them without any obligation to you.

You keep ownership of the information and documents you provide. You grant us permission to use them only to provide and improve our services and to meet our legal obligations, as described in our Privacy Policy & Privacy Notice.

10. Third-Party Services

The Platform relies on third-party services, such as Stripe for payments and Clerk for sign-in, and may link to third-party websites such as your plan recordkeeper's. Your use of those services may also be subject to their own terms and privacy policies. Our responsibility for third parties is described in the Advisory Agreement.

11. Changes to the Platform

We may update, add, or remove Platform features from time to time. The Platform may occasionally be unavailable because of maintenance, outages, or events outside our control, and Recommendations or alerts may be delayed. We will give clients any notice of changes to our advisory services that the Advisory Agreement or applicable law requires.

12. Investment Risk and Disclaimers

All investing involves risk, including the possible loss of principal. Past performance of any Recommendation or signal does not guarantee future results, and we do not guarantee the performance of your account or any particular outcome. The risks of our services are described in the Advisory Agreement and in Item 8 of our Form ADV Part 2A.

Apart from the commitments we make in these Terms, the Advisory Agreement, and our Form ADV, the Platform's website and software are provided "as is" and "as available," and we do not promise that they will be uninterrupted or error-free.

13. Limitation of Liability

For clients, our liability in connection with our advisory services is governed by the Advisory Agreement.

For waitlist members and website visitors who are not clients, to the fullest extent permitted by New Jersey law, 401kSignal will not be liable for any indirect, incidental, special, or consequential damages arising from your use of our website or waitlist, and our total liability for any claim relating to them will not exceed $100.

> **Your rights under the securities laws**
>
> - Nothing in these Terms waives or limits any right you may have under applicable federal or state securities laws, including any right of action for a violation of those laws.
> - Nothing in these Terms relieves us of, or limits our liability for, willful misfeasance, bad faith, negligence, reckless disregard of our duties, or any breach of the fiduciary duty we owe to clients.

14. Suspension and Termination

You may stop using the Platform and close your account at any time. If you are a client, termination of the Advisory Agreement is governed by that agreement. We may suspend or end your access to the Platform if you materially violate these Terms or if continuing would violate the law; for clients, we will do so only as the Advisory Agreement permits. Sections of these Terms that by their nature should continue after termination, such as those on intellectual property, liability, and disputes, will continue.

15. Governing Law and Disputes

These Terms are governed by the laws of the State of New Jersey, without regard to its conflict-of-laws principles. Any dispute arising out of or relating to these Terms must be brought exclusively in the state or federal courts located in the State of New Jersey, and you and we consent to the personal jurisdiction of those courts. These Terms do not require arbitration. Nothing in these Terms limits your right to contact or file a complaint with the New Jersey Bureau of Securities or any other regulator.

16. Changes to These Terms

We may update these Terms from time to time. The “Last Updated” date at the top shows when they were last revised. We will notify you of material changes by email or through the Platform before they take effect. If you keep using the Platform after the changes take effect, you accept the updated Terms. Changes to the Advisory Agreement are made only as that agreement provides.

17. General

- **Entire agreement.** These Terms, our Privacy Policy & Privacy Notice, and, for clients, the Advisory Agreement and our Form ADV disclosures are the entire agreement between you and us about the Platform.
- **Assignment.** You may not transfer your rights under these Terms. We will not assign the Advisory Agreement without your consent, as the law requires.
- **Severability and waiver.** If any part of these Terms is found unenforceable, the rest remains in effect. Our not enforcing a provision is not a waiver of it.
- **Notices.** We will send notices to the email address on your account. You can send notices to us at support@401ksignal.com.

18. Contact Us

If you have questions about these Terms, please contact us:

401kSignal, LLC (CRD No. 340910)
Email: support@401ksignal.com · Website: 401ksignal.com