



gradsave

GradSave Planning Services, LLC Firm Brochure - Form ADV Part 2A

This brochure provides information about the qualifications and business practices of GradSave Planning Services, LLC. If you have any questions about the contents of this brochure, please contact us at (954) 770-5136 or by email at: marcos@gradsave.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about GradSave Planning Services, LLC is also available on the SEC's website at www.adviserinfo.sec.gov. GradSave Planning Services, LLC's CRD number is: 170028

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Registration does not imply a certain level of skill or training.

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Item 2: Material Changes

The material changes in this brochure from the last annual updating amendment of GradSave Planning Services, LLC on March 3, 2015 are described below. This list summarizes changes to policies, practices or conflicts of interests only.

- GradSave Planning Services, LLC has transitioned to registration with the United States Securities and Exchange Commission from its prior registration at the state level.

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Item 4: Advisory Business

A. Description of the Advisory Firm

GradSave Planning Services, LLC (hereinafter “GradSave” or “Firm”) is a Limited Liability Company organized in the State of Florida. The firm was formed in December 2013, and is a wholly owned subsidiary of College Savings Holding, LLC (“CSH”), with one indirect owner, Marcos Cordero who owns 25% or more of CSH.

B. Types of Advisory Services

GradSave offers the following services to advisory clients:

GradSave offers a unique software-driven financial advisor service that creates an educational investment plan by seeking to identify: 1) the optimal 529 plan in which to invest, and 2) the ideal mix of underlying mutual fund portfolios or age-based portfolios in which to invest based on the client’s (“Client”) specific risk tolerance. The information can be submitted electronically without access to a Financial Planner. This service also comes with unlimited email support with a financial advisor for 1-year (“Basic”).

GradSave also offers a service that consists of expanded educational savings strategy (“Premium”) comprised of all services in its Basic package along with a one-on-one consultation with a financial advisor, unlimited telephone and email support for 1-year and advanced support for grandparents and parents with multiple children.

The Financial Planner will work with the Client to confirm the accuracy of any data or financial information that has been submitted by the client via the online questionnaire.

From time to time, and as requested or needed by clients, GradSave may also provide advice on an hourly fee basis.

In addition to the aforementioned Services, the Firm may suggest that Clients consider other investment options offered by third-party financial institutions. Further, in addition to the Services described above, the Firm may conduct or sponsor both no-cost and paid seminars, conferences or other such events during which Services offered by the Firm are discussed.

Selection of Other Advisors

GradSave may direct clients to third-party money managers. GradSave will be compensated via a fee share from the advisors to which it directs those clients. The fees shared will not exceed any limit imposed by any regulatory agency. Before selecting other advisors for clients, GradSave will always ensure those other advisors are properly licensed or registered as an investment advisor.

Services Limited to Specific Types of Investments

GradSave limits its investment advice to the selection of 529 plans and the underlying investment allocation, which are by and large to mutual funds and money market/short term options,

C. Client Tailored Services and Client Imposed Restrictions

GradSave offers the same suite of services to all of its clients. GradSave tailors its software driven financial advisor service to the individual needs of each of its clients, and subject to certain product features and account limitations that prospective investors should consider, as described further below in Item 7. Accounts for Clients (“Accounts”) are opened according to a Client Account Agreement (“Account Agreement”). Clients may not impose restrictions in investing in certain securities or types of securities in accordance with their values or beliefs.

To tailor its software based financial advisor services to each Client, GradSave uses its advanced algorithms that factor, among others: investor’s risk tolerance, potential tax and fee implications, historical investment performance, and investment horizon (ie. time to college). GradSave asks each prospective Client a series of questions to evaluate both the individual’s objective ability to take risk and subjective willingness to take risk.

GradSave’s Services do not include legal or tax advice. Accordingly, the Client is urged to work closely with the Client’s attorney, accountant, or other professionals regarding the Client’s financial and personal situation

D. Wrap Fee Programs

A wrap fee program is an investment program where the investor pays one stated fee that includes management fees, transaction costs, fund expenses, and any other administrative fees. GradSave does not participate in any wrap fee programs.

E. Assets Under Management

GradSave has the following assets under management (*rounded to the nearest \$100,000*)

Discretionary Amounts:	Non-discretionary Amounts:	Date Calculated:
\$0.00	\$0.00	12/31/2014

Item 5: Fees and Compensation

A. Fee Schedule

GradSave is a “fee only” investment advisor, and Clients pay an advisory fee to access the varying levels of service. GradSave reserves the right, in its sole discretion, to amend or change its fees for its current Services or any additional Services we may offer. Advisory fees are non-negotiable. Because GradSave services are contracted services and are delivered within twelve months any fee changes will affect new clients only. These fee changes will be posted via the GradSave website. In certain instances Services may be available to Clients at a discounted fee as determined by the Firm. Services may also be made available to certain Clients at no cost or reduced cost through third party promotional offers. The fees are comprised as follows: (1) Basic service is a one-time \$99 fee and (2) Premium service is a one-time \$199 fee. GradSave’s hourly fee after Client’s contracts expire will be \$150 an hour.

Clients may terminate the agreement without penalty, for full refund of GradSave’s fees, within thirty (30) days of signing the Account Agreement. Client must email support@gradsave.com with an explanation of unsatisfactory services to receive a refund.

Selection of Other Advisors Fees

GradSave may direct clients to third party money managers. GradSave will be compensated via a fee share from the advisors to which it directs those clients. This relationship will be disclosed in each contract between GradSave and each third party advisor. The fees shared will not exceed any limit imposed by any regulatory agency. The third party manager will be determined based on the client’s investment goals, time horizon, risk tolerance, and investment objectives. Because GradSave will not manage assets the fee schedule of the Third Party Advisor will be adopted.

B. Payment of Fees

Fees are paid at the time a Client signs an Account Agreement. Fees are paid in advance, prior to the Firm providing services covering the subscription period. The Firm will accept only the following major credit cards for purchases of Services: MasterCard, Visa, Discover, and American Express. Electronic checks will be accepted for the purchase of the Services, and for security purposes the account information must be identical to that used in the 529 Plan Application. The Client’s Payment method will be charged when the Client submits the Client’s order for the Services at checkout. The Client will be charged for the total cost of the services, plus all applicable taxes.

Payment of Other Advisor Fees

Advisory fees will be debited directly from the client's accounts with client written authorization. Fees may be paid either quarterly in arrears or quarterly in advance depending on the contract with the Third Party Advisor. For any fees paid quarterly in arrears no refund policy will be needed. Any refund for fees paid in advance will be determined based on the termination policy of the Third Party Advisor which may require advance notice of termination and then a pro rata refund based on the number of days the Client's assets were managed. Refunds will be processed and returned to the Client based on the Third Party Advisor's policy.

C. Client Responsibility For Third Party Fees

Clients are responsible for the payment of all third party fees (i.e. custodian fees, brokerage fees, mutual fund fees, transaction fees, etc.). Those fees are separate and distinct from the fees and expenses charged by GradSave. Please see Item 12 of this brochure regarding broker/custodian.

D. Prepayment of Fees

Depending on the service level, fees are collected at the time of service (Basic) or prior to the Services being provided (Premium and Premium Plus) and are for a specific duration depending on the level to which the Client has subscribed.

The Firm may, in its sole discretion, terminate the management of the Client account immediately after determining that the Services are not suitable for the Client. In this case, the Client will be provided with notice of the termination and a full refund of their advisor fee(s).

Clients may cancel their contract within five days of signing at checkout for a full refund of any charges for services by GradSave. Afterwards for the Premium and Premium Plus services would be prorated if a client cancels within either the first month or first three months of service of either the Premium or Premium Plus service based on the level of services delivered at the time of cancellation.

E. Outside Compensation For the Sale of Securities to Clients

Neither GradSave nor its supervised persons accept any commission compensation for the sale of securities or other investment products, or service fees from the sale of mutual funds.

Item 6: Performance-Based Fees and Side-By-Side Management

GradSave does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

Item 7: Types of Clients

GradSave provides investment advisory services to individuals and families using an online Questionnaire that the Client submits directly online or in conjunction with a financial planner providing advice. The Client is required to provide truthful and complete information in order for the Firm and/or the Firm's planners to provide the Client with meaningful and appropriate financial advice.

Gradsave has no account minimum, however, numerous 529 plans do have specific minimum requirements - either one-time or a monthly recurring amount - to open the state's 529 plan. That minimum will be disclosed to the Client before they sign the Account Agreement or are charged for any Services.

Investors evaluating GradSave's software driven financial advisor service should be aware that GradSave's relationship with Clients is likely to be different from the "traditional" investment advisor relationship in several aspects:

1. GradSave is a software driven financial advisor which means each Client must acknowledge his or her ability and willingness to conduct their relationship with GradSave on an electronic basis for the Basic service. Under the terms of the Account Agreement, each Client agrees to receive all Account information and Account documents (including this Brochure), and any updates or changes to same, through their access to the Site and GradSave's electronic communications. Unless noted otherwise on the Site or within this Brochure, GradSave's advisory service, the signature for the Account Agreement, and all documentation related to the advisory services are managed electronically. GradSave does make financial planners available, by contract, to discuss educational financial planning via phone and email. Customer support to assist in navigating the website or answer general questions will be provided.
2. To provide its advisory services and tailor its investment decisions to each Client's specific needs, GradSave collects information from each Client, including specific information about their investing profile such as financial situation, investment experience, and investment objectives. GradSave maintains this information in strict confidence subject to its Privacy Policy, which is provided on the Site. When customizing its investment solutions, GradSave relies upon the information received from a Client. A Client must promptly notify GradSave of any change in her financial situation or investment objectives that might require a review or revision of her portfolio.
3. GradSave does not allow Clients to select their own investments within 529 Plans because the age-based portfolios in each 529 plan are considered to be an ongoing investment strategy that varies with an investor's risk tolerance and is selected by a third party investment manager. Investors with specific restrictions are not permitted to become Clients.

Item 8: Methods of Analysis, Investment Strategies, and Risk of Investment Loss

A. Methods of Analysis and Investment Strategies

The Firm's advice may vary depending upon each Client's specific financial situation based on the web-based Questionnaire monitored by the Firm. The Questionnaire takes into consideration a number of factors about the Client's financial situation including, but not limited to: educational savings goals; risk tolerance; current career and living situation; salary; amounts of monthly income; tax situation; age of beneficiary; expected collegiate enrollment date (i.e. time horizon); and state of residency.

The Firm also uses a proprietary algorithm that takes into account a 529 plan's fee structure, tax benefits in the state of residency, historical performance, asset allocation, among others, in order to seek to identify the optimal 529 plan for that Client.

B. Material Risks Involved

The Firm's Questionnaire may not completely analyze a Client's educational financial planning needs. Any 529 Plan recommendations by the Firm may not achieve a Client's long or short-term financial goals. The Firm does not guarantee the success of any investment plan.

Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

Past performance is no guarantee of future results, and any historical returns, expected returns, or probability projections may not reflect actual future performance.

C. Risks of Specific Securities Utilized

Clients should be aware that there is a material risk of loss using any investment strategy. The investment types listed below are not guaranteed or insured by the FDIC or any other government agency.

Mutual Funds: Investing in mutual funds carries the risk of capital loss and thus you may lose money investing in mutual funds. All mutual funds have costs that lower investment returns. They can be of bond "fixed income" nature (lower risk) or stock "equity" nature (mentioned below).

Exchange Traded Funds (ETFs): An ETF is an investment fund traded on stock exchanges, similar to stocks. Investing in ETFs carries the risk of capital loss (sometimes up to a 100% loss in the case of a stock holding bankruptcy). Areas of concern include the

lack of transparency in products and increasing complexity, conflicts of interest, and the possibility of inadequate regulatory compliance.

You should confer with your personal tax advisor regarding the tax consequences of investing with GradSave and engaging in a 529 Plan investment plan, based on your particular circumstances. You and your personal tax advisors are responsible for how the transactions in your account are reported to the IRS or any other taxing authority. GradSave assumes no responsibility for the tax consequences of any transaction.

GradSave's algorithm and 529 Plan selection algorithm is not intended as tax advice, and GradSave does not represent in any manner that the tax consequences described will be obtained or that GradSave's investment strategy will result in any particular tax consequence.

Past performance is not indicative of future results. Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

Item 9: Disciplinary Information

A. Criminal or Civil Actions

There are no criminal or civil actions to report.

B. Administrative Proceedings

There are no administrative proceedings to report.

C. Self-regulatory Organization (SRO) Proceedings

There are no self-regulatory organization proceedings to report.

Item 10: Other Financial Industry Activities and Affiliations

A. Registration as a Broker/Dealer or Broker/Dealer Representative

Neither GradSave nor its representatives are registered as, or have pending applications to become, a broker/dealer or a representative of a broker/dealer.

B. Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor

Neither GradSave nor its representatives are registered as or have pending applications to become a Futures Commission Merchant, Commodity Pool Operator, or Commodity Trading Advisor or an associated person of the foregoing entities.

C. Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests

Neither GradSave nor its representatives have any material relationships to this advisory business that would present a possible conflict of interest.

D. Selection of Other Advisors or Managers and How This Adviser is Compensated for Those Selections

GradSave may direct clients to third party money managers. GradSave will be compensated via a fee share from the advisors to which it directs those clients. This relationship will be disclosed in each contract between GradSave and each third party advisor. The fees shared will not exceed any limit imposed by any regulatory agency. This creates a potential conflict of interest in that GradSave has an incentive to direct clients to the third party money managers that provide GradSave with a larger fee split. GradSave will always act in the best interests of the client, including when determining which third party manager to recommend to clients. GradSave will ensure that all recommended advisors or managers are licensed or notice filed where required before recommending them to clients. Because of the specialized nature of GradSave's core business, 529 plans, the use of Third Party Managers will be exclusively for Client assets other than 529 plans.

Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

A. Code of Ethics

GradSave has a written Code of Ethics that covers the following areas: Prohibited Purchases and Sales, Insider Trading, Personal Securities Transactions, Exempted Transactions, Prohibited Activities, Conflicts of Interest, Gifts and Entertainment, Confidentiality, Service on a Board of Directors, Compliance Procedures, Compliance with Laws and Regulations, Procedures and Reporting, Certification of Compliance, Reporting Violations, Compliance Officer Duties, Training and Education, Recordkeeping, Annual Review, and Sanctions. Our Code of Ethics is available free upon request to any client or prospective client.

B. Recommendations Involving Material Financial Interests

GradSave does not recommend that clients buy or sell any security in which a related person to GradSave or GradSave has a material financial interest.

C. Investing Personal Money in the Same Securities as Clients

From time to time, representatives of GradSave may buy or sell securities for themselves that they also recommend to clients. This may provide an opportunity for representatives of GradSave to buy or sell the same securities before or after recommending the same securities to clients resulting in representatives profiting off the recommendations they provide to clients. Such transactions may create a conflict of interest. GradSave will always document any transaction that could be construed as conflicts of interest and will never engage in trading that operates to the client's disadvantage when similar securities are being bought or sold.

D. Trading Securities At/Around the Same Time as Clients' Securities

From time to time, representatives of GradSave may buy or sell securities for themselves at or around the same time as clients. This may provide an opportunity for representatives of GradSave to buy or sell securities before or after recommending securities to clients resulting in representatives profiting off the recommendations they provide to clients. Such transactions may create a conflict of interest; however, GradSave will never engage in trading that operates to the client's disadvantage when similar securities are being bought or sold.

Item 12: Brokerage Practices

A. Factors Used to Select Custodians and/or Broker/Dealers

Custodians/broker-dealers will be recommended based on GradSave's duty to seek "best execution," which is the obligation to seek to execute securities transactions for a Client on terms that are the most favorable to the Client under the circumstances. The client will not necessarily pay the lowest commission or commission equivalent. The core business of GradSave is recommending 529 plans to Clients based on their needs, objectives and risk tolerances. Numerous Custodians are utilized by the 529 Plan Sponsors. GradSave's investment recommendations are limited by each 529 Plan Sponsors investment platform. These investment platforms consist mainly of mutual funds and Exchange Traded Funds (ETF).

1. *Research and Other Soft-Dollar Benefits*

Unlike many investment advisors, GradSave does not engage in any "soft dollar" practices involving the receipt of research or other brokerage service in relation to client commission money, nor do we receive any research or other products in connection with Client transactions. GradSave also does not use Client commission money to compensate or otherwise reward any brokers for client referrals.

2. *Brokerage for Client Referrals*

GradSave receives no referrals from a broker-dealer or third party in exchange for using that broker-dealer or third party.

3. *Clients Directing Which Broker/Dealer/Custodian to Use*

GradSave will require clients to use a specific broker-dealer to execute transactions.

B. Aggregating (Block) Trading for Multiple Client Accounts

It is not anticipated that GradSave will manage any Client Assets. Client's assets will be invested pursuant to a GradSave recommendation but the execution of each Client's assets will be done by the recommended 529 Plan Custodian which is chosen by the 529 Plan Sponsor. GradSave will be transmitting Client applications to the appropriate Custodian of the Plan Sponsor's 529 plan on an individual basis. Therefore it is not anticipated that GradSave will aggregate transactions or be involved in any block trading.

Item 13: Reviews of Accounts

A. Frequency and Nature of Periodic Reviews and Who Makes Those Reviews

Client accounts are not reviewed on a pre-set schedule since at the moment GradSave does not offer an ongoing account support service. The services provided by GradSave are temporary and one time in nature as dictated by the one-time fixed fee payment made by the customer. Should a client seek to engage GradSave on an hourly basis after initial services have been provided, an account review would be incorporated into that future hourly service provided.

GradSave does conduct separate reviews, on a quarterly basis, of the 529 Plans investment platform choices offered in the Client portfolios by the 529 Plan Sponsor.

B. Factors That Will Trigger a Non-Periodic Review of Client Accounts

Portfolio management reviews are not performed due to the nature of the service provided by GradSave. As previously stated should a client engage GradSave after initial services have been provided on an hourly basis a portfolio review would be provided at that time. Factors that may cause a client to engage GradSave at a later date may include material market, economic or political events, or by changes in client's financial situations (such as retirement, termination of employment, physical move, or inheritance).

C. Content and Frequency of Regular Reports Provided to Clients

Each portfolio management client will receive at least quarterly a written report that details the client's account including assets held and asset value, which report will come from the custodian.

Item 14: Client Referrals and Other Compensation

A. Economic Benefits Provided by Third Parties for Advice Rendered to Clients (Includes Sales Awards or Other Prizes)

GradSave will not receive economic benefit from third parties for advice rendered to GradSave clients.

B. Compensation to Non – Advisory Personnel for Client Referrals

GradSave does not directly or indirectly compensate any person who is not advisory personnel for client referrals.

Item 15: Custody

The Firm does not accept custody of funds or securities as part of providing advisory services to Clients or in any other capacity.

Item 16: Investment Discretion

GradSave does not accept discretionary authority. The initial 529 Plan recommendation is shared with the Client and approved before transmitting to the appropriate 529 plan Custodian for implementation. GradSave does not accept discretionary authority to manage securities on behalf of any Clients that are referred to Third Party Managers.

Item 17: Voting Client Securities (Proxy Voting)

GradSave will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security.

Item 18: Financial Information

A. Balance Sheet

GradSave neither requires nor solicits prepayment of more than \$1,200 in fees per client, six months or more in advance and therefore does not need to include a balance sheet with this brochure.

B. Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients

Neither GradSave nor its management has any financial condition that is likely to reasonably impair GradSave's ability to meet contractual commitments to clients.

C. Bankruptcy Petitions in Previous Ten Years

GradSave has not been the subject of a bankruptcy petition in the last ten years.