

FIRM BROCHURE
Part 2A of Form ADV

March 23, 2018

Index Fund Advisors, Inc.
DBA IndexFunds.com

19200 Von Karman Avenue, Suite 150
Irvine California 92612-0050
Toll Free Phone: (888) 980-4806
Fax: (949) 502-0048
www.IndexFunds.com

Part 2A of Form ADV (the “Brochure”) provides information about the qualifications and business practices of IndexFunds.com. If you have any questions about the contents of this Brochure, please contact us at (888) 980-4806 and/or www.IndexFunds.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.

IndexFunds.com, is registered as an investment adviser with the Securities and Exchange Commission (“SEC”); however, such registration does not imply a certain level of skill or training and no inference to the contrary should be made.

Additional information about IndexFunds.com is also available on the SEC’s website at www.adviserinfo.sec.gov.

Item 2: Material Changes

The last annual update of this Brochure was dated March 7, 2017. IndexFunds.com (“IF”) encourages each client to read the Brochure carefully and to call us with any questions you may have.

Pursuant to SEC Rules, IF will provide clients a summary of any material changes to this Brochure within 120 days of the close of IF’s fiscal year, along with a copy of this Brochure or an offer to provide the Brochure. Additionally, if IF experiences material changes in the future, we will send you a summary of our “Material Changes” under separate cover. For more information about the firm, please contact our Chief Compliance Officer, Michelle Ojeda, at Michelle@ifa.com.

Additional information about IF and its investment adviser representatives is available on the SEC’s website at www.adviserinfo.sec.gov.

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Item 4: Advisory Business

About the Company

IndexFunds.com (“IF”) is an SEC registered investment adviser based in Irvine, California. IF is organized as a corporation under the laws of the State of Delaware, and has been providing fee-only investment advisory services since 1999. Mark T. Hebner, President, is IF’s principal owner.

IndexFunds.com

Indexfunds.com provides portfolio management services through Institutional Intelligent Portfolios™, an automated, online investment management platform for use by independent investment advisors and sponsored by Schwab Performance Technologies (the “IIP Program” and “SPT,” respectively). Through the IIP Program, we offer clients a range of investment strategies we have constructed and manage, each consisting of a portfolio of exchange traded funds (“ETFs”) and a cash allocation. The client may instruct us to exclude up to three ETFs from their portfolio. The client’s portfolio is held in a brokerage account opened by the client at SPT’s affiliate, Charles Schwab & Co., Inc. (“CS&Co”). We are independent of and not owned by, affiliated with, or sponsored or supervised by SPT, CS&Co or their affiliates (together, “Schwab”). The IIP Program is described in the Schwab Performance Technologies Institutional Intelligent Portfolios™ Disclosure Brochure (the “IIP Program Disclosure Brochure”), which is delivered to clients by SPT during the online enrollment process. Clients should review the IIP Program Disclosure Brochure before enrolling in the IIP Program; it contains additional important information regarding the IIP Program.

We, and not Schwab, are your investment advisor and primary point of contact with respect to the IIP Program. We are solely responsible, for determining the appropriateness of the IIP Program for you, choosing a suitable investment strategy and portfolio for your investment needs and goals, and managing that portfolio on an ongoing basis. SPT’s role is limited to delivering the IIP Program Disclosure Brochure to clients and administering the IIP Program so that it operates as described in the IIP Program Disclosure Brochure. We have contracted with SPT to provide us with the technology platform and related trading and account management services for the IIP Program. This platform enables us to make the IIP Program available to clients online and includes a system that automates certain key parts of our investment process (the “System”). The System includes an online questionnaire that helps us determine your investment objectives and risk tolerance and select an appropriate investment strategy and portfolio. You should note that we will recommend a portfolio via the System in response to your answers to the online questionnaire. You may then indicate an interest in a portfolio that is one level more conservative or aggressive than the recommended portfolio, but we then make the final decision and select a portfolio based on all the information we have about you. The System also includes an automated investment engine through which we manage your portfolio on an ongoing basis through automatic rebalancing and tax-loss harvesting as long as minimum assets are met for each program (if the client is eligible and elects). Refer to the IIP Program Disclosure Brochure for additional information and limitations regarding rebalancing and tax-loss harvesting.

We do not receive a portion of a wrap fee for our services to clients through the IIP Program. Clients do not pay fees to SPT in connection with the IIP Program, but we charge clients a fee for our services as described below under Item 5 Fees and Compensation. Our fees are not set or supervised by Schwab. Clients do not pay brokerage commissions or any other fees to CS&Co as part of the IIP Program. Schwab does receive other revenues in connection with the IIP Program, as described in the IIP Program Disclosure Brochure.

We do not pay SPT fees for its services in the IIP Program so long as we maintain \$100 million in client assets in accounts at CS&Co that are not enrolled in the IIP Program. If we do not meet this condition, then we pay SPT an annual fee of 0.10% (10 basis points) on the value of our clients' assets in the IIP Program. This fee arrangement gives us an incentive to recommend or require that our clients with accounts not enrolled in the IIP Program be maintained with CS&Co.

Clients enrolled in the IIP Program will have a point of contact, but will not have a personal dedicated advisor; advisory services are offered primarily through the web site. The investments in the IIP Program will consist exclusively of ETFs. Clients will receive statements at least quarterly from the custodian; but clients will not receive quarterly performance reports from IF. Communication is primarily conducted with clients through electronic channels. Clients must agree to accept electronic delivery of the Investment Policy Statement, disclosure documents, statements and other materials.

Advisory Agreements

Prior to engaging IF to provide investment advisory and wealth services, the client will be required to enter into one or more written agreements with IF setting forth the terms and conditions under which IF shall render its services (collectively the "Agreement").

In accordance with Rule 204-3 under the Investment Advisers Act of 1940, as amended ("Advisers Act"), IF will provide a brochure and one or more brochure supplements to each client or prospective client prior to or contemporaneously with the execution of an investment advisory agreement.

The Agreement between IF and the client will continue in effect until terminated by either party pursuant to the terms of the Agreement. Neither IF nor the client may assign the Agreement without the consent of the other party. Transactions that do not result in a change of actual control or management of IF shall not be considered an assignment.

Assets Under Management

As of December 31, 2017, the following represents the amount of client assets under management by IF on a discretionary basis:

Type of Account	Assets Under Management ("AUM")
Discretionary	\$3,825,745,903.23
Non-Discretionary	0
Total:	\$3,825,745,903.23

Item 5: Fees and Compensation

Our fee for IIP Program is based on a percentage of your assets we manage in the IIP Program and will be an annual fee of 0.25%. The fees are assessed quarterly, in advance, based upon your assets under management as of the close of business on the last business day of the preceding calendar quarter. Should the client enroll in the IIP Program during a quarter, our management fee will be prorated based on the number of days that the account was open during the quarter. In the event that our services are terminated mid-quarter, any paid, unearned fees will be promptly refunded to the client. The number of days the account was managed during the quarter until termination is used to determine the percentage of the management fee earned (based on the total number of days in the quarter) and the balance is refunded. Additional deposits of cash and/or securities will be subject to the same billing procedures. All fees are negotiable in our sole discretion. We may amend our standard fee schedule at any time by giving thirty (30) days advanced written notice to client. Either you or we may terminate our agreement by 30-days written notice to the other party.

Our fee will be deducted from the client account. We encourage our clients to reconcile our advisory fee invoices with the fee deductions shown on statement(s) you receive from the qualified custodian. If you find any inconsistent information between our invoice and the statement(s) you receive from the qualified custodian please call our main office number located on the cover page of this brochure.

As described in Item 4 Advisory Business, clients do not pay fees to SPT or brokerage commissions or other fees to CS&Co as part of the Program. Schwab does receive other revenues in connection with the IIP Program, as described in the IIP Program Disclosure Brochure. Brokerage arrangements are further described below in Item 12 Brokerage Practices.

Additional Fees and Expenses

The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by ETFs to their shareholders. To fully understand the total cost you will incur, you should review all the fees charged by all parties, including, but not necessarily limited to, exchange traded funds and our firm.

We may accept accounts for clients who have opted for the margin feature available on their account. These accounts require you to sign a separate margin agreement with the custodian before margin is extended to your account. The use of margin will result in interest charges in addition to all other fees and expenses associated with the security involved.

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

We do not charge performance-based fees (*i.e.*, fees calculated based on a share of capital gains on or capital appreciation of the client's assets or any portion of the client's assets). We do not participate in side-by-side management of accounts that are charged a performance-based fee with accounts that are charged another type of fee (such as assets under management).

Item 7: Types of Clients

Clients eligible to enroll in the IIP Program include individuals, IRAs and revocable living trusts. Clients that are organizations (such as corporations and partnerships) or government entities, and clients that are subject to the Employee Retirement Income Security Act of 1974, are not eligible for the IIP Program. The minimum investment required to open an account in the IIP Program is \$5,000. The IIP Program Disclosure Brochure describes related minimum required account balances for maintenance of the account, automatic rebalancing, and tax-loss harvesting.

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

Risk of Loss

Investing involves risk of loss that you should be prepared to bear. Material risks associated with our passive strategy include the systematic risk of being invested in the market, known as "market risk."

In addition, generally, the market value of stocks will fluctuate with market conditions, and small cap stock prices generally will move up and down more than large cap stock prices. Small-capitalization ("small cap") stocks may be subject to a higher degree of risk than more established (large capitalization) companies' securities. The illiquidity of the small-cap market may adversely affect the value of client investments. The market value of bonds will generally fluctuate inversely with interest rates and other market conditions prior to maturity. In addition, there is no assurance that an Exchange Traded Fund ("ETF") will achieve its investment objective. Investments in overseas markets (international securities) also pose special risks, including currency fluctuation and political risks, and such investment may be more volatile than that of a U.S. only investment. The risks are generally intensified for investments in emerging markets. We do not represent or guarantee that our services or methods of analysis can or will predict future results or insulate clients from losses due to market declines. We do not offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

Tax Reporting

As a result of IRS regulations your custodian will default to the Tax Lot Optimizer accounting method for calculating the cost basis of your investments. You are responsible for contacting your tax advisor to determine if this accounting method is the right choice for you. If your tax

advisor believes another accounting method is more advantageous, please provide written notice to our firm immediately and we will alert your account custodian of your individually selected accounting method. Please note that decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

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We determine the percentage asset allocations for each ETF and asset class in each investment strategy. The portfolio for each investment strategy is designed to be consistent with a certain combination of investment objectives and risk tolerance. The ETFs are selected from those ETFs available in the IIP Program. The cash allocation will be a minimum of 4% of the accounts value, as required by the IIP Program.

The IIP Program Disclosure Brochure includes a discussion of various risks associated with the IIP Program, including the risks of investing in ETFs, as well as risks related to the underlying securities in which ETFs invest. In addition, the IIP Program Disclosure Brochure also discusses market/systemic risks, asset allocation/strategy/diversification risks, investment strategy risks, trading/liquidity risks, and large investment risks.

Item 9: Disciplinary Information

Registered investment advisers such as IF are required to disclose all material facts regarding any legal or disciplinary events that would be material to a client's or prospective client's evaluation of IF or the integrity of its management. Neither our firm nor any of our Associated Persons has any reportable disciplinary information.

Item 10: Other Financial Industry Activities and Affiliations

IF and its Associated Persons do not have any financial industry activities (except as stated below), financial industry affiliations, nor recommend other advisers.

Doing Business As

Indexfunds.com is a DBA ("doing business as") of Index Fund Advisors, Inc. Investing for Catholics is also a DBA of Index Fund Advisors, Inc. that advises on socially responsible, passively managed portfolios.

Other Outside Activities

Our principal owner of IF is also a columnist and an author on topics related to investing and the financial services industry. He owns and operates Four Pines Publishing, Inc. Four Pines Publishing, Inc. creates and distributes educational materials for children and adults. The firm's various instruments, books, films, kits, paintings, and library of vintage books contribute to the mission of educating people about statistics, science, mathematics and investing. Four Pines Publishing and IFA share office space and some personnel.

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

Description of Our Code of Ethics

The Investment Advisers Act of 1940 imposes a fiduciary duty on all investment advisers to act in the best interest of its clients. Our clients therefore entrust us to use the highest standards of integrity when dealing with their assets and making investments that impact their financial future. Our fiduciary duty compels all employees to act with integrity in all of our dealings. Therefore, our Code of Ethics includes guidelines for professional standards of conduct for our employees. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. All of our employees are expected to adhere strictly to these guidelines. Our Code of Ethics also requires that all persons associated with our firm submit reports of their personal account holdings and transactions to the Chief Compliance Officer of our firm who will review these reports on a periodic basis. Persons associated with our firm are also required to report any violations of our Code of Ethics. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm.

Clients or prospective clients may obtain a copy of our Code of Ethics by contacting us at the telephone number on the cover page of this brochure.

Participation or Interest in Client Transactions

Because the Code would permit Associated Persons of ours to invest in the same securities as clients, there is a possibility that our Associated Persons could benefit from market activity by a client in a security held by that person. Employee trading is continually monitored under the Code, with an eye to reasonably prevent conflicts of interest between IF and its clients.

We do not affect any principal or agency cross securities transactions for client accounts, nor do we affect cross-trades between client accounts. Principal transactions are generally defined as transactions where an adviser, acting as principal for its own account or the account of an affiliated broker-dealer, buys from or sells any security to any advisory client. An agency cross transaction is defined as a transaction where a person acts as an investment adviser in relation to a transaction in which the investment adviser, or any person controlled by or under common control with the investment adviser, acts as broker for both the advisory client and for another person on the other side of the transaction. Should we ever decide to affect principal trades or cross-trades in client accounts, it will comply with the provisions of Rule 206(3) of the Advisers Act.

Neither our firm nor any of our Associated Persons has any material financial interest in client transactions beyond the provision of investment advisory services as disclosed in this brochure.

Our firm or persons associated with our firm may buy or sell the same securities that we recommend to you or securities in which you are already invested. A conflict of interest may

exist in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To eliminate this potential conflict of interest, it is our policy that neither our employees nor we shall have priority over your account in the purchase or sale of securities.

Item 12: Brokerage Practices

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The IIP Program includes the brokerage services of CS&Co, a broker-dealer registered with the Securities and Exchange Commission and a member of FINRA and SIPC. While clients are required to use CS&Co as custodian/broker to enroll in the Program, the client decides whether to do so and opens its account with CS&Co by entering into an account agreement directly with CS&Co. We do not open the account for the client. If the client does not wish to place his or her assets with CS&Co, then we cannot manage the client's account through the IIP Program. As described in the IIP Program Disclosure Brochure, SPT may aggregate purchase and sale orders for ETFs across accounts enrolled in the IIP Program, including both accounts for our clients and accounts for clients of other independent investment advisory firms using the IIP Program.

Schwab Advisor Services (formerly called Schwab Institutional) is Schwab's business serving independent investment advisory firms like us. Through Schwab Advisor Services, CS&Co provides us and our clients, both those enrolled in the IIP Program and our clients not enrolled in the IIP Program, with access to its institutional brokerage services – trading, custody, reporting and related services – many of which are not typically available to CS&Co retail customers. CS&Co also makes available various support services. Some of those services help us manage or administer our clients' accounts while others help us manage and grow our business. CS&Co's support services described below are generally available on an unsolicited basis (we don't have to request them) and at no charge to us. The availability to us of CS&Co's products and services is not based on us giving particular investment advice, such as buying particular securities for our clients. Here is a more detailed description of CS&Co's support services:

CS&Co's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through Schwab include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients. CS&Co's services described in this paragraph generally benefit the client and the client's account.

CS&Co also makes available to us other products and services that benefit us but may not directly benefit the client or its account. These products and services assist us in managing and administering our clients' accounts. They include investment research, both Schwab's own and that of third parties. We may use this research to service all or some substantial number of our clients' accounts, including accounts not maintained at CS&Co. In addition to investment research, CS&Co also makes available software and other technology that:

- provide access to client account data (such as duplicate trade confirmations and account statements);
- facilitate trade execution and allocate aggregated trade orders for multiple client accounts;
- provide pricing and other market data;

- facilitate payment of our fees from our clients' accounts; and
- assist with back-office functions, recordkeeping and client reporting.

CS&Co also offers other services intended to help us manage and further develop our business enterprise. These services include:

- educational conferences and events
- technology, compliance, legal, and business consulting;
- publications and conferences on practice management and business succession; and
- access to employee benefits providers, human capital consultants and insurance providers.

CS&Co may provide some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to us. CS&Co may also discount or waive its fees for some of these services or pay all or a part of a third party's fees. CS&Co may also provide us with other benefits such as occasional business entertainment of our personnel.

The availability of services from CS&Co benefits us because we do not have to produce or purchase them. We don't have to pay for these services, and they are not contingent upon us committing any specific amount of business to CS&Co in trading commissions or assets in custody. With respect to the IIP Program, as described above under Item 4 Advisory Business, we do not pay SPT fees for its services in connection with the IIP Program so long as we maintain \$100 Million in client assets in accounts at CS&Co that are not enrolled in the IIP Program. In light of our arrangements with Schwab, we may have an incentive to recommend that our clients maintain their accounts with CS&Co based on our interest in receiving Schwab's services that benefit our business rather than based on the client's interest in receiving the best value in custody services and the most favorable execution of transactions. This is a potential conflict of interest. We believe, however, that our selection of CS&Co as custodian and broker is in the best interests of our clients. It is primarily supported by the scope, quality and price of CS&Co's services and not Schwab's services that benefit only us. We have adopted policies and procedures designed to ensure that our use of Schwab's services is appropriate for each of our clients.

Brokerage for Client Referrals

See additional information under Item 14, Client Referrals and Other Compensation.

Trade Errors

Errors created in an account (for which IF is responsible) must be corrected so as not to harm any client. The goal of error correction is to make the client "whole", regardless of the cost to us. We will not correct a trade error made in a client's account by allocating the trade to a different account, unless that account was meant to receive the trade in the first place.

Item 13: Review of Accounts

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Our Portfolio Management and Research Department will monitor your accounts no less than an annual basis. Clients should keep their information current on the IIP Program website and update the website promptly for any material changes.

IIP Program clients receive electronically from Schwab a separate confirmation of each transaction and an account statement (at least quarterly) detailing positions and activity in their accounts. The statement includes a summary of all transactions made on the client's behalf, all contributions and withdrawals made to or from the account, all fees and expenses charged to the account, and the account value at the beginning and end of the period. The statement may be based upon information obtained from third parties.

Item 14: Client Referrals and Other Compensation

Please refer to the Item 12, Brokerage Practices section above for disclosures on research and other benefits we may receive resulting from our relationships with Schwab.

Item 15: Custody

Pursuant to Rule 206(4)-2 of the Advisers Act, we are deemed to have custody of client funds because we have the authority and ability to debit our fees directly from our clients' accounts. To mitigate any potential conflicts of interests, all of our client account assets will be maintained with CS&Co.

CS&Co will directly debit your account(s) for the payment of our advisory fees as stated in your Client Agreement. This ability to deduct our advisory fees from your accounts causes our firm to exercise limited custody over your funds or securities. We do not have physical custody of any of your funds and/or securities. Your funds and securities will be held with CS&Co. You will receive account statements from CS&Co at least quarterly. The account statements from CS&Co will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy.

If you have a question regarding your account statement or if you did not receive a statement from your custodian, please contact us directly at the telephone number on the cover page of this brochure.

Item 16: Investment Discretion

Investment advisory services are performed by IF on a discretionary basis and before we can buy or sell securities on your behalf, you must first sign our discretionary Client Agreement and your

independent custodian's agreements. We require that you grant our firm discretion over the selection and amount of securities to be purchased or sold for your account(s) without obtaining your prior consent for each transaction.

Item 17: Voting Client Securities

As described in the IIP Program Disclosure Brochure, clients enrolled in the IIP Program designate SPT to vote proxies for the ETFs held in their accounts. We have directed SPT to process proxy votes and corporate actions through and in accordance with the policies and recommendations of a third party proxy voting service provider retained by SPT for this purpose. Additional information about this arrangement is available in the IIP Program Disclosure Brochure. Clients who do not wish to designate SPT to vote proxies may retain the ability to vote proxies themselves by signing a special CS&Co form available from us.

Item 18: Financial Information

IF does not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance and therefore is not required to provide, and has not provided, a balance sheet. IF does not have any financial commitments that impair its ability to meet contractual and fiduciary obligations to clients, and has not been the subject of a bankruptcy proceeding.