



## **Terms of Service ("Terms")**

Our Terms of Service were last updated on September 1, 2022.

Please read these terms and conditions carefully before using the AgentSync Identity platform.

### **Interpretation and Definitions**

#### **Interpretation**

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### **Definitions**

For the purposes of these Terms of Use:

- **“Account”** means a unique account created for You to access our Service or parts of our Service.
- **“Affiliate”** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **“AgentSync Identity platform” or “Identity” or “Website”** refers to the AgentSync Identity, accessible at <http://id.agentsync.io/>
- **“Company” or “AgentSync”** (also referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to AgentSync, Inc. located at 2734 Walnut Street, Denver, CO 80205.
- **“Country”** refers to United States of America.

- **“Content”** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **“Device”** means any device that can access the Service such as a computer, a cell phone or a digital tablet.
- **“Feedback”** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- **“Service”** refers to the use and access of the Website.
- **“Terms of Service”** (also referred as **“Terms”**) mean these Terms of Service that form the entire agreement between You and the Company regarding the use of the Service.
- **“You”** means the individual accessing or using the Service, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

### **Acknowledgment**

These Terms of Service govern Your use of the Identity platform, and serves as the enforceable agreement between You and AgentSync. These Terms of Service set out the rights and obligations of all users regarding the use of the Identity platform.

Your access to and use of the Identity platform is conditioned on Your acceptance of and compliance with these Terms of Service. These Terms of Service apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms of Service. If You disagree with any part of these Terms of Service then You may not access the Service. If you want to terminate your agreement with AgentSync you can do so at any time by closing your account and no longer accessing or using these Services.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Identity platform.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Change Agents platform [Privacy Policy](#) which describes AgentSync’s policies and procedures on the collection, use and disclosure of Your personal information when You use the Service and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service. By using our Change Agents platform you agree to Our Privacy Policy.

## **User Accounts**

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in frustrations for you to be able to use the Change Agents platform, and possible termination of Your account on the Change Agents platform.

You are responsible for safeguarding the password that You use to access the Change Agents platform and for any activities or actions under Your password.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene. You are responsible for anything that happens through your account unless you close it or report misuse.

## **Notices and Messages**

You agree that We will provide you with notices and messages, and may do so by using the email contact information you provide to us.

## **Sharing Information**

By using our Services, you agree that you will be sharing your personal information with our business partners, including insurance agency providers (“Agencies”) for licensing, contracting, and registering with them in order to become an agency producer with them. You will always have the ability to consent to share this information with these Agencies. We will honor the choices you make about who We can share your information with. If you choose not to share any of your information with an Agency, you understand that the provision of the Services may be frustrated by that choice.

## **Your License Grant**

### **Your License Grant for Use of the Services**

You own the content and information that you submit or post to the Services, and grant to Us (and Our affiliates) a worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish and process, information (including personal information) and content that you provide through our Services and the services of others, without any further consent, notice and/or compensation to you or the others.

## **Terminating this License Grant**

At any time, you can limit the license granted to Us by:

- Deleting any information and/or content that you include in your Identity account, or generally by closing your account. This deletion is limited in the following instances:
  - If you consent to information being shared with others as part of the Services, and they copied, re-shared or stored it; and
  - We may reserve a reasonable amount of time to remove from backup and other systems data that you provided to Us

## **Copyright Policy**

### **Intellectual Property**

The Identity platform and its original content features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

### **Your Feedback to Us**

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

### **Termination**

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms of Service.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

We may change, suspend or discontinue any of our Services. We don't promise to store or keep any information or content that you've provided to us in such instance.

## **Legal**

### **Limitation of Liability**

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR, THE ENTIRE LIABILITY OF THE COMPANY AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS TERMS AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU THROUGH THE SERVICE OR 100 USD IF YOU HAVEN'T PURCHASED ANYTHING THROUGH THE SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICE, THIRD-PARTY SOFTWARE AND/OR THIRD-PARTY HARDWARE USED WITH THE SERVICE, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS TERMS), EVEN IF THE COMPANY OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHICH MEANS THAT SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY. IN THESE STATES, EACH PARTY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

### **"AS IS" AND "AS AVAILABLE" DISCLAIMER**

THE SERVICE IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK

WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANY OF THE COMPANY'S PROVIDER MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (I) AS TO THE OPERATION OR AVAILABILITY OF THE SERVICE, OR THE INFORMATION, CONTENT, AND MATERIALS OR PRODUCTS INCLUDED THEREON; (II) THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; (III) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR CONTENT PROVIDED THROUGH THE SERVICE; OR (IV) THAT THE SERVICE, ITS SERVERS, THE CONTENT, OR E-MAILS SENT FROM OR ON BEHALF OF THE COMPANY ARE FREE OF VIRUSES, SCRIPTS, TROJAN HORSES, WORMS, MALWARE, TIMEBOMBS OR OTHER HARMFUL COMPONENTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN TYPES OF WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. BUT IN SUCH A CASE THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION SHALL BE APPLIED TO THE GREATEST EXTENT ENFORCEABLE UNDER APPLICABLE LAW.

### **Governing Law**

The laws of the state of Colorado, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

### **Disputes Resolution**

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

### **United States Legal Compliance**

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

## **Severability**

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

## **Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

## **Changes to These Terms of Service**

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

## **Contact Us**

If you have any questions about these Terms of Service, You send us an email: [legal@agentsync.io](mailto:legal@agentsync.io).