

## **AgentVizion End-User License Agreement ("EULA")**

**Last Updated: March 19, 2022**

PLEASE READ THIS END-USER LICENSE AGREEMENT ("EULA") CAREFULLY BEFORE CLICKING THE "I AGREE" BUTTON, DOWNLOADING OR USING MAGNIFACT, LLC'S AGENTVIZION ("APPLICATION").

BY CLICKING THE "I AGREE" OR "AGREE" BUTTON, DOWNLOADING OR USING THE APPLICATION, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA.

THIS EULA IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) AND MAGNIFACT, LLC, AND IT GOVERNS YOUR USE OF THE APPLICATION MADE AVAILABLE TO YOU BY MAGNIFACT, LLC

IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT CLICK ON THE "I AGREE" BUTTON AND DO NOT DOWNLOAD OR USE THE APPLICATION. YOU SHALL NOT BE GRANTED ACCESS TO THE APPLICATION IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA.

YOU CERTIFY THAT YOU ARE OF THE LEGAL AGE OF MAJORITY IN THE JURISDICTION IN WHICH YOU RESIDE.

### **Eligibility**

By your use of the Services, you agree that you are either 18 years of age or older, or an emancipated minor, or possess legal parental or guardian consent, and that you are fully able and competent to understand and accept this EULA as a binding contract and to abide by all Terms.

### **Registration**

#### **Registering Your Account**

In order to access certain features of AgentVizion content you will be required to become a Registered User. For purposes of the Terms, a "Registered User" is a User who has registered or been registered and granted access to an account on the Website ("Account").

#### **Registration Data**

If you are asked to register for the Services either through a Registration Form, or are registered through information previously provided by you from where your Registration Data is obtained, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by the Services' registration form (the "Registration Data"); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (1) at least eighteen (18) years old; (2) of legal age to form a binding contract; and (3) not a person barred from using AgentVizion content under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you will accept full responsibility for any unauthorized use of AgentVizion content. You may not share your Account or password with anyone, and you agree to (1) notify Magnifact, LLC immediately of any unauthorized use of your password or any other breach of security; and (2) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Magnifact, LLC has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Magnifact, LLC has the right to suspend or terminate your Account and

refuse any and all current or future use of AgentVizion content (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account per platform or SNS at any given time. Magnifact, LLC reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. You agree not to create an Account or use AgentVizion content if you have been previously removed by Magnifact, LLC, or if you have been previously banned from any of AgentVizion content.

### **Your Account**

Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Magnifact, LLC.

### **Necessary Equipment**

You must provide all equipment and software necessary to connect to AgentVizion content. You are solely responsible for the cost of such equipment or infrastructure, any fees, including Internet connection or mobile fees, that you incur when accessing AgentVizion content.

### **Software Updates**

Certain software may be required to access and use the Services. In addition, Magnifact, LLC may need to automatically update some of the software you obtain through the Services or provide you with new software to keep the Services functioning properly, which could include bug fixes, patches, enhanced features, missing plug-ins and new versions. By using the Services, you agree to such automatic updating.

Magnifact, LLC reserves the right, at its sole discretion and where technically feasible, to disable your access to or ability to use Services that Magnifact, LLC believes presents a health and safety risk or violates its community standards, agreements, laws, regulations or policies. Magnifact, LLC will not incur any liability or responsibility if it chooses to remove, disable, or delete such access or ability to use any or all portion(s) of the Services.

The Application is licensed, not sold, to you by Magnifact, LLC for use strictly in accordance with the terms of this EULA.

### **Storage**

Unless expressly agreed to by Magnifact, LLC in writing elsewhere, Magnifact, LLC has no obligation to store any Registered User content that is made available on AgentVizion content. Magnifact, LLC has no responsibility or liability for the deletion or accuracy of any content, including Registered User content; the failure to store, transmit or receive transmission of content; or the security, privacy, storage, or transmission of other communications originating with or involving use of AgentVizion content. You agree that Magnifact, LLC retains the right to create reasonable limits on AgentVizion's use and storage of the content, including Registered User content, such as limits on file size, storage space, processing capacity, and similar limits described in the web pages accompanying the Services and as otherwise determined by AgentVizion in its sole discretion.

### **License**

Magnifact, LLC grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application strictly in accordance with the terms of this EULA.

**Restrictions**

You agree not to, and you will not permit others to disclose, use, copy, adapt, modify, decompile, reverse engineer, disassemble, decrypt, attempt to derive the source code of, prepare derivative works based upon, distribute, license, sell, rent, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Software and content, except as expressly permitted by AgentVizion or as permitted under applicable law. Any unauthorized use of the Services is strictly prohibited and will immediately terminate the license granted in these Terms. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you.

**Intellectual Property**

The Application, including without limitation all copyrights, designs, screen layouts, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of Magnifact, LLC

**Modifications to Application**

Magnifact, LLC reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

**Updates to Application**

Magnifact, LLC may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the Application. You agree that Magnifact, LLC has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this EULA.

**Third-Party Services**

The Application may display, include or make available third-party content (including data, information, applications and other products services from sources including but not limited to insurance carriers, agencies, agents or other third-party content providers ) or provide links to third-party websites or services ("Third-Party Services").

You acknowledge and agree that Magnifact, LLC shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Magnifact, LLC does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

**Fees**

All applicable fees, payment mechanisms and payment schedules will be as outlined in the online purchase form in the Application, or in a written communication from Magnifact, and will be deemed accepted by you when you click the "I Agree" or "Agree" button when you start using the Application.

Any amount payable that is not paid when due shall be delinquent and bear a late payment charge at the rate of one and one-half percent (1-1/2%), an annual rate of eighteen percent (18%), or the maximum legal rate if less for each month or portion thereof until paid, or could result in an immediate termination of this EULA, and removal of your access to the Application.

Any support or upgrades terms will be as outlined in a written communication from Magnifact, and will be deemed accepted by you when you click the "I Agree" or "Agree" button when you start using the Application. Any specific enhancements requested by you will be charged on a time-and-material basis and will be part of a separate agreement between you and Magnifact.

**Term and Termination**

This EULA shall remain in effect until terminated by you or Magnifact, LLC.

Magnifact, LLC may, in its sole discretion, at any time and for any or no reason, suspend or terminate this EULA with or without prior notice.

This EULA will terminate immediately, without prior notice from Magnifact, LLC, in the event that you fail to comply with any provision of this EULA. You may also terminate this EULA by deleting the Application and all copies thereof from your mobile device or from your computer, or cease all access to this Application remotely from your mobile device or from your computer.

Upon termination of this EULA, you shall cease all access and use of the Application and delete all copies of the Application from your mobile device or from your computer.

Termination of this EULA will not limit any of Magnifact, LLC's rights or remedies at law or in equity in case of breach by you (during the term of this EULA) of any of your obligations under the present EULA.

**Refund Policy upon Termination**

All periodic subscription fees to Application are paid in advance for a stipulated period. You may cancel your subscription at any time however you will not receive a refund for the money for that period. There is no cancellation fee for such a termination.

**For U.S. Government End Users**

The Application and related documentation are "Commercial Items", as that term is defined under 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used under 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. In accordance with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

**Seizure Warning**

In rare instances, some users may experience seizures when exposed to certain light patterns or flashing lights. Exposure to certain light patterns or backgrounds on a virtual reality device may induce an epileptic seizure, even in persons who have no history of prior seizures or epilepsy.

Players using virtual reality hardware shall carefully review all health and safety warnings from their respective manufacturers before use.

## **General**

- I. THE SOFTWARE PROVIDES ANALYSIS AND VISUALIZATION OF INFORMATION GATHERED THROUGH A NUMBER OF SOURCES INCLUDING INSURANCE CARRIERS, AGENCIES, CUSTOMER RELATIONSHIP MANAGEMENT SYSTEMS, AND THIRD-PARTY SYSTEMS (COLLECTIVELY, "INFORMATION SOURCES"). MAGNIFACT, LLC HEREBY DISCLAIMS ANY LIABILITY ASSOCIATED WITH ANY ACCURACY OR LACK OF ACCURACY OF SUCH DATA OBTAINED FROM THESE INFORMATION SOURCES**
- II. MAGNIFACT, LLC DISCLAIMS ANY LIABILITY ASSOCIATED WITH UNAVAILABLE, INCOMPLETE, PARTLY COMPLETE OR IMPROPERLY MATCHED DATA OBTAINED FROM THESE INFORMATION SOURCES**
- III. YOU ARE RESPONSIBLE FOR ALL AND ANY IMPLICATIONS OF ASSOCIATED DATA USAGE OR DATA ACCESS; MAGNIFACT, LLC HEREBY DISCLAIMS ANY LIABILITY ASSOCIATED WITH USE OR ACCESS OF SUCH DATA**
- IV. THIS EULA MAY BE AMENDED ONLY IN WRITING EXECUTED BY MAGNIFACT, LLC AND THE CUSTOMER. NO WAIVER OF ANY BREACH OF ANY PROVISION OF THIS EULA SHALL CONSTITUTE A WAIVER OF ANY PRIOR, CONCURRENT OR SUBSEQUENT BREACH OF SUCH PROVISION OR ANY OTHER PROVISIONS HEREOF AND NO WAIVER SHALL BE EFFECTIVE UNLESS MADE IN WRITING. IN THE EVENT THAT ANY PROVISION OF THIS EULA SHALL BE DETERMINED TO BE ILLEGAL OR OTHERWISE UNENFORCEABLE, SUCH PROVISION SHALL BE SEVERED AND THE BALANCE OF THE EULA SHALL CONTINUE IN FULL FORCE AND EFFECT. THIS EULA SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANYWAY CONNECTED WITH THIS EULA.**

## **Disclaimer of Warranty**

**YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO AND USE OF THE SERVICES IS AT YOUR SOLE RISK. AS BETWEEN YOU AND MAGNIFACT, LLC, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND MAGNIFACT, LLC EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, MAGNIFACT, LLC DOES NOT REPRESENT OR WARRANT THAT (A) THE DATA AND FUNCTIONS CONTAINED IN THE SERVICES WILL BE ACCURATE OR MEET YOUR REQUIREMENTS; (B) THE OPERATION OF THE SERVICES WILL BE SECURE, UNINTERRUPTED,**

**ERROR-FREE OR VIRUS-FREE, OR (C) ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, GUIDELINES OR ADVICE GIVEN BY MAGNIFACT, LLC WILL CREATE A WARRANTY.**

**YOU FURTHER ACKNOWLEDGE AND AGREE THAT MAGNIFACT, LLC IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES. UNDER NO CIRCUMSTANCES WILL MAGNIFACT, LLC BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, FINANCIAL OR OTHERWISE INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM YOUR USE OF THE SERVICES, ANY USER-GENERATED CONTENT IN THE SERVICES OR TRANSMITTED TO ANOTHER USER, OR ANY TRANSACTIONS BETWEEN OR AMONG YOU AND OTHER USERS, WHETHER ONLINE OR OFFLINE.**

**THE FOREGOING DISCLAIMER OF WARRANTIES WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.**

#### **Indemnification**

**You agree to defend, indemnify and hold harmless Magnifact, LLC and our affiliates, independent contractors and service providers, and each of our respective directors, officers, employees and agents (collectively, "Magnifact, LLC Parties") from and against all third-party claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) caused by, arising out of or related to (a) your purchase or use of, or inability to use, the Services; (b) your violation of these Terms or any other applicable terms, policies, warnings or instructions provided by Magnifact, LLC or a third party in relation to the Services, (c) your violation of any applicable law or any rights of any third party; or (d) any User content or Feedback you provide.**

#### **Limitation of Liability**

**THE MAGNIFACT, LLC PARTIES SHALL HAVE NO LIABILITY FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES, ARISING FROM OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES, EVEN IF A MAGNIFACT, LLC PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL MAGNIFACT, LLC PARTIES HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICES. THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.**

#### **Amendments to this EULA**

**Magnifact, LLC reserves the right, at its sole discretion, to modify or replace this EULA at any time. If a revision is material we will 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 Application after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Application.

**Governing Law**

The laws of Illinois, United States, excluding its conflicts of law rules, shall govern this EULA and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws.

This EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

**Contact Information**

If you have any questions about this EULA, please contact us.

**Entire Agreement**

The EULA constitutes the entire agreement between you and Magnifact, LLC regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between you and Magnifact, LLC

You may be subject to additional terms and conditions that apply when you use or purchase other Magnifact, LLC's services, which Magnifact, LLC will provide to you at the time of such use or purchase.