

## TERMS &amp; CONDITIONS

**SERVICE DESCRIPTION**

Engagex makes phone contacts to current customers on Agent's behalf with the purpose of scheduling an appointment with Agent or staff. Engagex will make up to three attempts to reach each name provided by Agent.

**Agent Licensure**

Engagex makes calls on Agent's behalf and does so under the understanding that Agent and appropriate staff are registered/licensed insurance agent(s) within the state(s) which Agent is providing insurance services. Engagex reserves the right to ask for proof of registration/license before, during or after the completion of this agreement. If Agent or any licensed staff member should have their insurance license lapse or terminated during the period of this agreement, then Agent must notify Engagex by email at [customerservice@engagex.com](mailto:customerservice@engagex.com) or by mail at 511 E Lakeview Parkway Provo UT 84606 within 1 business day of the lapse or termination. Engagex only makes calls on behalf of licensed agents and licensed staff members.

**PER NAME PACKAGES**

Service is provided on a per name basis and is subject to the following:

- a. NAME CREDIT – Agent purchases a package quantity which entitles Agent to submit up to that number of names each month. Each Name Credit is good for calling one customer. Name Credits include up to three dial attempts for each name submitted. Engagex will attempt to place all calls within the calendar month the names are received from Agent. Agent's failure to send any names or not sending all allowable names in the calendar month will result in the forfeiture of the name credits at the beginning of the following calendar month.
- b. BILLING – The first billing for the contracted number of Name Credits will occur on or about the 1<sup>st</sup> of the month following signup. Billing for services is considered to be a subscription and will begin and continue to occur regardless of Agent supplying names to call. If Agent elects to have service performed in the month of signup, then Agent will be billed within 3 business days of signup. Agent will continue to be billed on or about the 1<sup>st</sup> of every subsequent month for the contracted number of Name Credits until the cancellation portion of this agreement is followed.
- c. APPOINTMENT NO-SHOWS – Engagex will make up to two attempts to reschedule appointment no-shows. Agent must notify Engagex of the no-show within 48 hours of the missed appointment.
- d. POLICY HOLDER INFORMATION: It is the responsibility of Agent to provide Engagex with the names and phone numbers needed to perform the terms of the contract. Agent's failure to provide names does not entitle Agent to a refund or other credits.
- e. DIALING AS NUMBER: By default, all calling on Agent's behalf will be done using a number owned and routed back to Engagex. Agent grants Engagex the right to make calls using a number owned by Agent, preferably the Agent's office number.
- f. RESULTS - Engagex does not guarantee the number or percentage of calls that will meet the service objective.
- g. WRONG NUMBERS: Phone numbers that Engagex identifies as wrong or disconnected may be replaced within 30 days for no additional charge.

**GUARANTEED PACKAGE**

The guaranteed package is only available for monthly Policy Review appointment services and is subject to the following:

- a. BILLING - Service periods and billing cycles begin on the 1<sup>st</sup> of every month. The first billing will occur on or about the 1<sup>st</sup> of the month following signup. If Agent elects to have service performed in the month of signup then Agent will be billed within 3 business days of signup. Billing for services is considered to be a subscription and will begin and continue to occur regardless of Agent supplying names to call. **Agent's failure to supply sufficient names by the 10<sup>th</sup> of the service month is therefore a forfeiture of potential services rendered during said month and Agent agrees that no refunds or credits are due as a result of this forfeiture.**
- b. GUARANTEE - If Agent does not receive the number of contracted appointments, Engagex may provide additional appointment(s) the following month or a \$15 billing credit for every contracted appointment not delivered. To have the credits applied, Agent contacts Engagex the following month to request either additional appointments or the billing credit as fulfillment of the guarantee. This guarantee is conditional on the agent's timely submission of policyholder information needed for calling. Agent is responsible to provide sufficient names, availability and other pertinent information needed to set the contracted number of appointments. For the purposes of this agreement, sufficient names is defined as 10 names for each contracted appointment, submitted to Engagex no later than the 10<sup>th</sup> day of the service month. Sufficient availability is defined as having the number of available appointment times each month equal to or greater than the number of contracted appointments. Agent's failure to provide sufficient names or availability within a given month will

result in the forfeiture of: 1) the guarantee with its' extra appointments and/or billing credits 2) any claim to a refund, credit or other form of compensation.

- c. **APPOINTMENT NO-SHOWS & CANCELLATIONS:** Engagex will replace up to 3 no-show appointments per month. To qualify for the replacement appointments Agent must notify Engagex of the no-show within 48 hours of the missed appointment. Engagex will first attempt to reschedule the Policy Holder who did not attend the meeting before replacing the appointment. The replacement appointments are counted toward and credited in the month the no-show is reported. It is Agent's responsibility to ensure Engagex has sufficient names to schedule these additional appointments.
- d. **NON-OFFICE APPOINTMENTS:** If the Agent elects to accept phone, virtual or in home appointments, they will be counted toward the appointment count.
- e. **SCHEDULE & LOCATION CONFLICTS:** Engagex will seek approval from the Agent via email for appointments that are outside of the parameters in the customer portal. If the Agent does not respond to this request within one week then the appointment will be counted toward the Agent's appointment count.
- f. **DIALING AS NUMBER:** All calling on Agent's behalf will be done using a phone number owned and routed back to Engagex. The caller ID alpha will display as Agent's carrier name.

### **CALLING SCRIPTS**

The scripts used for calling are predetermined and cannot be altered by Agent. Agent agrees that calls will be made using the scripts provided by Engagex. The only alterations will be to insert the Agent's name, company, telephone number and office locations.

### **NAMES FOR CALLING**

For all services, names to call are provided by Agent. The names from Agent may be submitted to Engagex in Microsoft Excel format for no additional charge. If names are submitted in PDF, GIF, JPEG, Fax or other like format the agent will be charged \$0.50 per name to have them converted to an Excel format. Agent understands that names submitted in non-Microsoft Excel format will take significantly longer to import than names submitted in Microsoft Excel format. All names lists should be uploaded via the customer portal, under the "My Files" tab or through the Engagex Name List api. It is Agent's responsibility not to send any names to Engagex for which there has been a prior DO NOT CALL request made. Agent agrees that all names or clients sent to Engagex have an established business relationship with Agent and have active insurance policies with Agent.

Engagex will not make calls on Agent's behalf using Auto Dialer technology as defined in the TCPA but may use technology which is defined as 'Automated Calling Systems' as defined by the State of Florida or other states who create their own definitions of calling systems. When submitting any name list to Engagex, Agent certifies all leads have signed and agreed to disclosures required by law to allow the use of 'Automated Calling Systems' as defined by the State of Florida and/or other applicable states. Agent shall be responsible to maintain records of these disclosures. It is Agent's responsibility to know and understand which names Agent and its assigned agents can legally call and to submit names to Engagex consistent with all those applicable laws. Agent further agrees to hold Engagex harmless and to defend Engagex from legal or regulatory claims for Agent's failure to provide client names consistent with this agreement.

To maintain compliance with Do Not Call regulations, names are valid for only 30 days of calling. If Agent would like to have a customer called again then that name must be submitted again by Agent. If a customer of Agent has made a Do Not Call request, Agent must remove them from calling lists prior to sending them to Engagex. Engagex will automatically remove any phone number that makes a Do Not Call request directly to Engagex and will remove these phone numbers from any future lists provided to Engagex by Agent.

Engagex encourages Agent to submit names for calling at the beginning of the service month to ensure calls are made in a timely manner, but names must be received no later than the 10<sup>th</sup> day of the service month for calling to occur. Engagex is under no obligation to remind Agent to send names each month but may do so at its discretion.

### **RESULTS**

Reports outlining the results of calling efforts will be available through the online Portal. Engagex will provide access to monthly reports for no less than the last six(6) months. Agent accepts responsibility to save and archive the monthly reports after six(6) months for future use or reference. After cancelling service, Agent will have access to the portal for an additional 30 days, after which all reporting will be removed.

Some call dispositions, such as new appointments or retention alerts will also send an email or text message. It is the Agent's responsibility to ensure spam or other filters do not prevent the receipt of emails sent by Engagex. Agent and Engagex mutually agree that all aspects of this agreement, including but not limited to performance reports, may be shared with Agent's Insurance carrier(s).

**AUTHORIZED USERS**

Upon entering into this agreement, Agent will be provided the ability to create a username and password to access the customer online Portal. Agent is responsible for creating a strong password and for keeping the chosen password secure. Through the online Portal, Agent is responsible for adding, managing and removing authorized users. Agent should perform periodic reviews of the users with access to their information. If Agent has any questions or concerns about access or needs help managing those with access to their account, they should contact Customer Service immediately.

**REACHING CUSTOMER SERVICE**

Agent is encouraged to access account settings and view service results through the online Portal. Engagex Customer Service can also be reached by sending an email to [customerservice@engagex.com](mailto:customerservice@engagex.com) or by calling 800.515.8734, option 2. Office hours are 8AM to 5PM Monday through Friday Mountain Time, excluding holidays.

**DEFERRED ADMINISTRATION FEE**

Agent is responsible to pay a \$150.00 Deferred Administration fee. The Deferred Administration fee will be charged 120 days following signup or upon cancellation of the service, whichever is soonest. If Agent has paid for three (3) full months of service prior the 120 days, the Deferred Administration fee will be waived.

**NAME AND BILLING CREDITS**

During the course of service Engagex may at its discretion offer Agent additional goodwill or promotional credits. As with purchased credits these name, goodwill or billing credits cannot be redeemed for cash and have no cash or monetary value. All goodwill or promotional credits must be used within 60 days of the issue date.

**SERVICE HOLD**

Agent may choose to suspend calling services for up to three (3) months, which will suspend all calling services for the respective month(s), including confirmation and reschedule calling. Every hold month must be followed by a paid month of service. When placing services on hold, Agent agrees to prepay for the month of service following the hold, at the time the hold is requested. No hold requests are accepted for the current calendar month of service. If during the hold period Agent decides to cancel services for future months, then Agent also agrees to forfeit the prepayment.

**AUTOMATIC CONTRACT RENEWAL**

Agent agrees that this service contract is month-to-month and will automatically renew each month until the Cancellation portion of this agreement is followed.

**CANCELLATION**

Agent has two business days following signup to review the Terms and Conditions of this agreement and to cancel. After the two business days, Agent must follow the standard cancellation procedure. To cancel services and billings, Agent is required to make the request in writing by emailing to [customerservice@engagex.com](mailto:customerservice@engagex.com) or by uploading the request via the "My Files" tab in the Customer Portal.

Requests to cancel services must be made prior to the 1<sup>st</sup> day of the calendar month to avoid billing for that month. For example, if Agent would like to cancel June services, then Agent must notify Engagex prior to June 1<sup>st</sup>. If Agent sends a cancellation request on June 1<sup>st</sup> then the Cancellation will be effective for July and the last payment will be collected in June.

If Agent elects to cancel services immediately and received a subsidy credit but has not met the subsidy requirements, then Agent agrees to immediately pay Engagex the subsidy credit amount upon canceling services

Upon cancellation of the account, all billing credit is forfeited. Purchased name credits will remain valid until their expiration date, but all other credits, including goodwill and no-show credits, are forfeited.

**SUBSIDIES**

Engagex may partner with interested parties to provide Agent with a subsidized price for services. Agent and Engagex agree to the following for each subsidy:

- a) Subsidies are subject to the terms outlined by the subsidizing party and may change.
- b) Agent will verify with the subsidizing party that Agent qualifies for the subsidy and for what amount.
- c) Agent agrees to the term lengths and cancellation procedures of this contract regardless of the duration of the subsidy.
- d) Agent is responsible for the full dollar amount of the service contract. Each month Engagex will bill the

subsidizing party and will apply the amount received from the subsidizing party to Agent's account. If the subsidizing party declines payment or short pays the subsidy amount, then Agent is responsible to pay the remaining balance.

- e) Agent's questions regarding the qualification for subsidies should be directed to the subsidizing party.

### **REFUNDS**

Agent agrees that monetary refunds are not part of this agreement and will not be issued. Any refund that should become necessary will be issued as a billing credit toward future services.

### **PAYMENT DECLINES**

If a charge for service is declined, services to Agent's account will cease immediately, including any confirmation calls, gateway access or other follow-up services. If payment is not made within 30 days, an additional fee of \$200 will be assessed. Engagex reserves the right to sell Agent's account to a collection agency as bad debt if Agent fails to bring the account current.

### **CHANGES TO THE TERMS AND CONDITIONS AND PRICING**

These terms and conditions are subject to change. Engagex will notify Agent of revisions to these terms and conditions by posting them on our website under terms. If Agent does not agree with the new terms and conditions, then Agent will cancel the service by following the cancellation portion of this agreement. Agent's continuation of service or lack of communication to the contrary will serve as acceptance of the new terms and conditions. Unless otherwise stated, the revisions shall be effective at the beginning of the next billing cycle.

Engagex reserves the right to adjust pricing at the beginning of each calendar year without additional notice. Pricing adjustments will be in effect for the January billing cycles for all new and existing Agents. Agent shall have five business days after January billing to request a refund and cancel service, otherwise the pricing for that calendar year is considered accepted by the Agent.

### **CONFIDENTIALITY & PRIVACY**

#### **CONFIDENTIALITY**

a. The parties expressly acknowledge that in the course of their performance hereunder, they may learn or have access to certain confidential, patent, copyright, business, trade secret, proprietary or other like information or products of the other party or of third parties, including but not limited to the other party's vendors, consultants, suppliers or customers (the "Information"). Anything in the agreement to the contrary notwithstanding, the parties expressly agree that they will keep strictly confidential any such information that they learn. Each party agrees to notify the other in writing if it becomes aware of any use or disclosure of the Information in a manner inconsistent with the requirements of this agreement.

b. The term "Disclosing Party" shall refer to the party to the agreement providing the Information to the other party, and the term "Receiving Party" shall refer to the party receiving the Information in the course of its performance under the agreement. The term "Information" shall not include products or information that: (i) are in the public domain or in the possession of the Receiving Party without restriction at the time of receipt under the agreement; (ii) are used or released with the prior written approval of the Disclosing Party; (iii) are independently developed by the Receiving Party, or (iv) are ordered to be produced by a court of competent jurisdiction or appropriate regulatory authority, but in such case the Receiving Party producing the Information agrees to notify the Disclosing Party immediately and cooperate with the Disclosing Party in asserting a confidential or protected status for the Information.

c. Each party expressly further agrees that it shall return to the Disclosing Party upon the Disclosing Party's request any such Information and copies thereof.

d. Engagex will only use the names and phone numbers submitted by Agent to set up appointments for the Agent as specifically described in this agreement. Engagex will not disclose the names and phone numbers to any third parties.

e. Engagex will destroy all copies of the names and phone numbers submitted by Agent within 90 days of Agent submitting the name and phone number, except where required by law.

### **COMPLIANCE**

The parties agree to comply with the provisions of the Health Insurance Portability and Accountability Act, if applicable, and any applicable provisions of the Fair Credit Reporting Act and other laws and regulations in connection with the services provided and/or received under this Agreement.