User Agreement &

Terms of Service

The fine print on access, Subscription terms and more

Updated 10-6-26

AgencyComp

Know where you're going.

AgencyComp User Agreement and Terms of Service

Updated October 6, 2026

The following AgencyComp User Agreement and Terms of Service, together with any documents incorporated by reference (collectively, these "**Terms**"), govern your subscription to and use of our proprietary software platform, referred to as "*AgencyComp*" (or any successor or replacement software), for its intended purpose of assisting in reporting, tracking, analyzing and projecting premium, commission, and revenue, based on content and information provided by you, the end-user insurance agent, broker, or brokerage general agent, or a third-party commission-tracking or back-office service provider acting on behalf of one or more of them (referred to as a "**user**" or "**you**"). The proprietary AgencyComp software platform may also be referred to as the "**Service**." These Terms constitute a binding legal agreement between you and Agency Comp, LLC, a Texas limited liability company ("**Agency Comp, LLC**," "**we**," or "**us**"). **Currently, the Service is available to U.S. residents only.**

By subscribing to the Service, by using the Service, or by clicking to accept or agree when this option is made available to you, you accept and agree to be bound by these Terms. If you do not agree to these Terms, do not subscribe to or use the Service.

1. Fees and Payment Terms

(a) All fees are non-refundable. Currently all subscriptions are monthly, and can be cancelled at any time as discussed in Section 2 below. The subscription fees are automatically billed in advance each month based on your then-current Service Tier. Your subscription will automatically renew each month for the Subscription Term. "**Subscription Term**" means the period of time that you have a valid, paid subscription to use the Service as described herein; the Subscription Term begins on the date that we first receive payment for the Service subscription, and ends on the effective date of cancellation.

(b) Additional fees may apply for other services (e.g., onboarding), and we will advise you of the applicable fees and payment terms at the time that you ask us to provide the services. Your subscription may be suspended or cancelled for non-payment as provided in Section 2 below.

(c) Subscription to the Service requires a valid credit card or debit card for our third-party payment processor to retain for billing and payment purposes. (We do not receive or store payment information.) If your payment card expires or is canceled or otherwise invalidated such that our third-party payment processor cannot process the fees, your subscription may be cancelled as described in Section 2 below. The monthly fee is based on your chosen Service Tier, which you can choose and change within your profile at any time. If you change to an upgraded Service Tier, the increased subscription fees will go into effect immediately.

(d) The stated fees exclude any applicable taxes imposed by any governmental authority, and you are responsible for paying such taxes. If we are legally obligated to collect and remit taxes on the fees, they will be charged to your payment card in addition to the fees.

(e) Pricing for the Service is subject to change at any time provided that we have notified current users by any reasonable means (including by posting on our website or notice to any account email address

provided) at least sixty (60) days before the change goes into effect. If you do not cancel the Service, the new pricing will go into effect automatically for all subsequent billing.

2. Suspension and Cancellation

(a) Upon subscription cancellation for any reason, all User Content, Reports, and any other information or data you provided or stored in connection with your subscription will be deleted and it will no longer be retrievable by you. Before you cancel, you may export your policy records and reports in a standard format, such as CSV. Within sixty (60) days after cancellation, we will also delete any commission statements or other files you sent us by email or that we stored to help with onboarding or support, along with any copies of your data in our backup systems. Provided however, we may retain certain data and information as specified in our Privacy Policy, and any data we retain will remain protected as described in these Terms and our Privacy Policy. While your subscription is active, you may also ask us to delete your User Content and Reports by emailing support@agencycomp.com, and we will do so within thirty (30) days of your request. There are no refunds for early cancellation, for non-use of the Service, or for any other reason.

(b) Your subscription to the Service can be cancelled in one of four ways:

(i) You may cancel your subscription at any time by completing the cancellation process within your Service profile or by emailing us at support@agencycomp.com (if the latter, you must receive an email confirmation back from us to verify the cancellation). Cancellation is effective immediately.

(ii) If your payment card expires or is cancelled or otherwise invalidated such that our third-party payment processor cannot process the fees, and valid payment card information is not provided to us within sixteen (16) days after the monthly billing date, your subscription will be suspended. You will not be able to use the Service or access any User Content or Reports during any period of suspension (although your User Content and Reports are preserved during the suspension). The monthly subscription fees will continue to accrue during any suspension. You may cancel at any time during the suspension as described above. In order to reactivate your subscription, you must update your payment information with a valid payment card and pay all past-due fees that accrued during the period of suspension. Subscriptions that are not reactivated within ninety (90) days will be cancelled. You will receive prior notice(s) of suspension and cancellation by email so that you are reminded to reactivate your subscription.

(iii) We may discontinue the Service and/or cancel your subscription for any reason at any time if we have notified you by any reasonable means (including by notice to the email address you have provided) at least thirty (30) days before the next monthly billing date.

(iv) We may cancel the Service subscription of any user that we have reason to believe is violating these Terms, without prior notice.

3. Rewards Program for Referrals

We offer a rewards program whereby users can earn a free month of the Service for every new customer referred who signs up with AgencyComp. We will provide a coupon code for users to provide to anyone that may be interested in using the Service. For each new customer you refer who provides the coupon code and signs up for any AgencyComp plan (other than the free trial), you will receive one

free month of the Service subscription at your current plan level, and the new customer you referred will receive 15% off their monthly Service subscription fees for the first twelve (12) months. (The 15% discount cannot be used with other discounts and it does not apply to other services such as onboarding, if applicable.) There is no limit to the number of free Service subscription months you can earn with this rewards program. The free subscription months and the 15% discount are not transferable, are not convertible to cash, and are forfeited upon cancellation of the Service. We may discontinue or modify this rewards program (or any other AgencyComp rewards program) at any time without notice, although we will honor any free months and discounts already earned.

4. Accessing the Service and Account Security

(a) To subscribe to the Service, you will be asked to provide certain information for profile registration (including name, email address, mailing address, phone number, and payment information). Payment information is retained by our third-party payment processor only. All the information you provide in connection with your profile registration and Service subscription must be correct, current, and complete. You must be 18 years or older and a U.S. resident to use the Service.

(b) You are responsible for keeping your username and password secure and confidential, and you must not disclose them to any other person or entity. Your profile is personal to you and cannot be shared with any other person nor is any other person allowed to access the Service through your profile except as permitted by us. Certain Service Tiers allow additional individuals to access the Service under your profile (with restricted administrative/data entry rights). You are responsible for the actions of anyone using your subscription or profile, whether with or without your permission. You should use particular caution when accessing your subscription from a public or shared computer. Notify us immediately of any unauthorized access to or use of your subscription or profile or any other breach of security.

(c) By subscribing to and/or using the Service or by accepting these Terms, you acknowledge and agree that although we maintain reasonable administrative, technical, and physical safeguards designed to protect the security and confidentiality of your User Content and Reports, as further described in our Privacy Policy, no method of transmission over the internet or of electronic storage is completely secure, and we cannot guarantee that unauthorized access, use, or disclosure will never occur. We may change our hosting service at any time in our sole discretion and we require our hosting and other service providers that store or process your User Content to maintain appropriate security safeguards.

(d) We reserve the right to alter, modify, update, upgrade, and/or replace the Service or any component or feature thereof, in our sole discretion, without notice to any user. We are not liable to any user if for any reason all or any part of the Service is unavailable at any time. From time to time, we may suspend or restrict access to the Service (whether for maintenance, updates, or otherwise), and/or we may restrict access to some components or features to certain users. You are responsible for making all arrangements necessary for you to have access to the Service, including internet access and the appropriate computer hardware/devices to enable your use of the Service.

(e) Notwithstanding anything to the contrary herein, we have the right to suspend any subscription or profile if at any time we believe it may have been compromised or accessed without authorization. You must promptly notify us in writing of any unauthorized use of the Service or a violation of these Terms, and take all steps necessary to terminate such unauthorized use or violation.

(f) If we confirm a security incident involving unauthorized access to or acquisition of your User Content, we will notify you without unreasonable delay, and in any event within the time required by applicable law and by any Business Associate Agreement between you and us. To the extent known, our notice will describe what happened, the information involved, and the steps we are taking in response.

5. Intellectual Property Rights

Title to the Service and the Proprietary Rights embodied in the Service remains in and is the sole and exclusive property of Agency Comp, LLC and/or its licensors. For clarity, your subscription to the Service does not include ownership of or other interest in the Service or the Proprietary Rights therein. "**Proprietary Rights**" means all rights in and to copyrights, rights to register copyrights, inventions, patents, patent rights, trademarks, trademark rights, trade secrets, confidential and proprietary information protected under contract or otherwise under law, and other proprietary rights or interest in intellectual property. Our Proprietary Rights also include the unlimited right to use, modify, commercially exploit, and/or incorporate into the Service any suggestions, enhancement requests, recommendations, or other feedback we may receive from you concerning the Service or the Reports.

6. Non-exclusive Subscription

Subject to the terms and conditions herein, we hereby grant to you, for the duration of the Subscription Term, a non-exclusive, non-transferable, non-sublicensable subscription to use the Service for its intended purpose of assisting in reporting, tracking, analyzing and projecting premium, commission, and revenue for your internal business purposes, based on content and information provided by you. This subscription is a license of the type described in Section 365(c)(1) of the Bankruptcy Code and may not be assigned without the prior consent of Agency Comp, LLC as the licensor. This subscription does not include the use of or access to the Service source code or programming.

7. Reports; User Content

The Service's primary feature is to generate various premium, commission, and revenue reports using your User Content (the "**Reports**"). "**User Content**" means any and all information you enter into the Service platform including without limitation, client names, producer names, insurance companies, policy numbers, policy and product descriptions, premiums, commission amounts, and commission schedules. The Service is not an archive, and we are not responsible for loss or deletion of any User Content or Reports at any time; it is your responsibility to keep an independent archive of the User Content and the Reports. We back up the Service as part of our business continuity and disaster recovery program, but those backups are not a substitute for your own records. We have no obligation to monitor, edit, or verify the User Content or Reports; it is your responsibility to independently verify the User Content and the Reports. We may, however, remove or disable access to any User Content that we reasonably believe violates these Terms, applicable law, or the rights of any person. You are solely responsible for all User Content, including the accuracy and timeliness of all information entered. Inaccurate or incomplete User Content will result in inaccurate and/or incomplete Reports.

8. Privacy

All information we obtain through your use of the Service, including without limitation profile registration information and User Content, is subject to our Privacy Policy. You agree to our collection, use and disclosure of personal information and User Content described in these Terms and our Privacy Policy. By using the Service or by accepting these Terms, you agree to any changes in our Privacy Policy since your last use of the Service, and you agree that its revised terms will apply to all previously collected information. We will notify you by email before any material change to how we use or protect your User Content takes effect. To the extent your User Content includes protected health information as defined under the Health Insurance Portability and Accountability Act (HIPAA), we will use and disclose it only as permitted by the Business Associate Agreement between you and us, which is incorporated into these Terms by reference.

9. Use Restrictions and Other Obligations

(a) *Use Restrictions*. You acknowledge that the Service represents copyrights, patents, trade secrets, and Confidential Information (as defined below) of Agency Comp, LLC. As such, you must not, nor permit any other person or entity to: (i) reverse engineer, reverse assemble, or reverse compile the Service; (ii) sell, transfer, share, distribute, disclose or sublicense the Service to any person or entity; (iii) copy, duplicate, modify or create derivative works of the Service; (iv) tamper with, inspect, examine, analyze, or attempt to maintain or repair the Service; (v) damage, disrupt or interfere with the Service or the Service website or any other user's access to the Service; or (vi) use the Service in a manner inconsistent with these Terms or in any manner that violates any applicable law, rule, or regulation.

(b) *Monitoring*. We are entitled to monitor, audit, and inspect all of your uses and activities in connection with the Service without notice for the purpose of ensuring your compliance with these Terms.

(c) *Confidentiality*. Upon access to and use of the Service, you will gain access to certain confidential and proprietary information and trade secrets of Agency Comp, LLC, all of which is deemed "**Confidential Information**" and which includes, without limitation, the Service, its look and feel, and all of its functions and features, including without limitation, all formulas, patterns, compilations, programs, formats, processes, methods, techniques, and all other information displayed or made available on the Service. Confidential Information does not include information that (i) is or becomes part of the public domain other than as a result of your disclosure in violation of these Terms, or (ii) was in your possession prior to disclosure of such information to us. Confidential Information also does not include your Reports or User Content. You agree to: (i) keep all Confidential Information confidential and not disclose or reveal any Confidential Information to any person or entity for any reason; and (ii) not use or copy Confidential Information for any purpose. Upon the termination of Subscription Term, you agree to destroy or delete, as applicable, all copies of any Confidential Information in your possession or control. We will likewise keep your User Content and Reports confidential, and we will use and disclose them only to provide, maintain, secure, and support the Service for you, as described in our Privacy Policy, as permitted by any Business Associate Agreement between you and us, or as required by law.

(d) *Personally Identifiable Information*. You represent and warrant: (i) that you are in compliance with and will continue to comply with all applicable laws, rules, and regulations concerning the protection, collection, processing, use, disclosure, retention, and transfer of personally identifiable information; (ii)

that you have a written privacy policy that complies with all applicable privacy and security laws and regulations; (iii) that your disclosure of personally identifiable information to us via the Service (and our use thereof as described in these Terms and the Privacy Policy) complies with all applicable laws and regulations; and (iv) that you have provided any necessary notices and obtained any necessary consents from the individuals to whom the personally identifiable information relates for such use and disclosure.

10. Waivers and Disclaimers

THE SERVICE AND THE REPORTS ARE PROVIDED ON AN AS IS, WHERE IS BASIS, AND WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE AND ITS QUALITY, ACCURACY, RELIABILITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR COMPLIANCE WITH LAW. THERE IS NO WARRANTY THAT THE SERVICE OR THE REPORTS WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICE OR THE REPORTS WILL BE UNINTERRUPTED OR ERROR FREE. IT IS YOUR RESPONSIBILITY TO INDEPENDENTLY VERIFY THE REPORTS. YOU ASSUME ALL RESPONSIBILITY FOR THE SELECTION OF THE SERVICE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE USE AND RESULTS OBTAINED. EXCEPT AS EXPRESSLY STATED IN SECTION 4(c) AND THE BUSINESS ASSOCIATE AGREEMENT, WE MAKE NO WARRANTY AS TO THE CONTENT, SEQUENCE, SECURITY, OR NON-INFRINGEMENT OF ANY INFORMATION OR CONTENT CONTAINED IN OR GENERATED BY THE SERVICE, INCLUDING THE REPORTS. IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, LOST REVENUE OR PROFIT, LOST OR CORRUPTED DATA, OR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE USE OF OR RELIANCE ON THE SERVICE OR THE REPORTS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AGENCY COMP, LLC'S MAXIMUM LIABILITY FOR ANY CLAIMS OR LIABILITY ARISING OUT OF OR RELATED TO YOUR USE OF OR SUBSCRIPTION TO THE SERVICE, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING CONTRACT OR TORT), SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY YOU FOR THE **SIX (6) MONTHS** IMMEDIATELY PRECEDING THE CIRCUMSTANCES OUT OF WHICH THE CLAIM AROSE. If you are dissatisfied with the service, your sole and exclusive remedy is to cancel your subscription, without refund, as described in Section 2.

11. Indemnity

You agree to defend, indemnify and hold harmless Agency Comp, LLC, its affiliates, and their respective officers, directors, employees, agents, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to (i) your User Content, including any claim that you did not have the right to provide it to us or to have us process it; (ii) your use of the Service; (iii) your violation of these Terms, any law, or the rights of another person; or (iv) your negligence, error, willful misconduct, failure to follow manuals or instructions provided by Agency Comp, LLC, or any breach or non-fulfillment of any obligation to be performed by you pursuant to these Terms or applicable laws, rules, or regulations. This obligation does not apply to the extent a claim results from our own negligence or our breach of these Terms.

12. Changes to these Terms

We may revise and update these Terms from time to time in our sole discretion. We will notify you by email at least thirty (30) days before any material change takes effect, including any change to how we

use or protect your User Content, and material changes will become effective at the end of that notice period. All other changes are effective and binding immediately as of the earlier of the time you next use the Service or click to accept or agree to the modified Terms when this option is made available to you.

13. Entire Agreement; Severability

These Terms, as they may be modified from time to time, constitute the entire agreement and supersede all previous agreements between the parties concerning the subject matter hereof. If a court of competent jurisdiction finds any provision or portion of these Terms to be unenforceable or invalid, the remainder of these Terms will continue in full force and effect.

14. Governing Law and Venue; Class Action Waiver

These Terms and your subscription to the Service are governed by the laws of the State of Texas, without regard to its provisions on conflicts of laws. Exclusive venue of any suit arising out of or relating to these Terms and/or your subscription to the Service will lie in Tarrant County, Texas. You agree to bring claims, if any, against us only in your individual capacity and not as a plaintiff or class member in any purported class action or representative action.