



## Terms & Conditions

**The Terms & Conditions information** is between AMZ Financial & Insurance Services, LLC, a California Limited Liability Company (hereinafter “Company”) and Consistent Advisor subscriber (hereinafter “Agent”) effective the date executed upon a 14-day Free Trial to [www.consistentadvisor.com](http://www.consistentadvisor.com).

**Whereas**, Company is a financial insurance marketing organization with offices in El Dorado Hills, California, and Urbandale, Iowa;

**Whereas**, Company has developed proprietary marketing and lead generation programs referred to as “Workshop” and a business management and sales process referred to as “Consistent Advisor” (hereinafter “Site”) both designed to generate leads for insurance-related products and to assist with business development training platform for Agent;

**Whereas**, Agent is interested in growing his/her business and contracting with Company to utilize its Workshop programs or Consistent Advisor program to generate and close additional clients or prospects;

**NOW THEREFORE** the parties agree as follows:

**IMPORTANT NOTICE: THESE TERMS OF USE ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION.**

(A) Governing Terms. These Terms of Service, along with any additional terms and conditions that are referenced herein or that are presented elsewhere on the Site in relation to a specific service or feature (collectively, “Terms of Service”) and the AMZ Privacy Policy, set forth the terms and conditions that apply to Agent use of the [www.consistentadvisor.com](http://www.consistentadvisor.com) Site. By using the Site, Agent agrees to comply with all of the terms and conditions hereof. If you do not agree to these Terms of Service, you should not access or use the Site.

(B) Changes to Terms of Service. Company may modify the Terms of Service, or any part thereof, or add or remove terms at any time, and such modifications, additions or deletions will be effective immediately upon posting. Agent use of the Site after such posting shall be deemed to constitute acceptance by you of such modifications, additions or deletions.

(C) Changes to Site. Company may change or discontinue any aspect, service or feature of the Site at any time, including, but not limited to, content, hours of availability, and equipment needed for access or use.

(D) Registration. Agent may be given the opportunity to register via an online registration form to create a user account (“Your Account”) that may allow you to receive information from Company and/or to participate in certain features on the



Site such as certain Interactive Areas. Company will use the information you provide in accordance with the Company Privacy Policy. By registering, Agent represents and warrants that all information provided on the registration form is current, complete, and accurate to the best of your knowledge. Agent agrees to maintain and promptly update your registration information on the Site so that it remains current, complete and accurate. During the registration process, Agent may be required to choose a password and/or user name. You acknowledge and agree that Company may rely on this password or user name to identify you. Agent shall be responsible for protecting the confidentiality of your user name(s) or password(s), if any. Agent is responsible for all use of Your Account, regardless of whether you authorized such access or use, and for ensuring that all use of Your Account complies fully with the provisions of these Terms of Service. (E) Equipment. Agent is responsible for obtaining and maintaining all connectivity, computer software, hardware and other equipment needed for access to and use of the Site and all charges related to the same.

## **2. User Content and Conduct; Community Guidelines**

The following terms apply to content submitted by users, and user conduct, on the Site's Interactive Areas:

(A) Interactive Areas. The Site may contain comments sections, discussion forums, or other interactive features ("Interactive Areas") in which you may post or upload user-generated content, including but not limited to comments, video, photos, messages, other materials or items (collectively, "User Content"). You are solely responsible for your use of any Interactive Areas and you use them at your own risk. Interactive Areas are available for individuals aged 13 years or older. By submitting User Content to an Interactive Area, you represent that you are 13 years of age or older and, if you are under the age of 18, you either are an emancipated minor, or have obtained the legal consent of your parent or legal guardian to enter into these Terms of Service, submit content, participate on the Site, and fulfill the obligations set forth in these Terms of Service, which forms a binding contract between you and Company.

(B) Community Guidelines. By submitting any User Content or participating in an Interactive Area within or in connection with the Site, you agree to abide by the following rules of conduct:

- You agree not to upload, post or otherwise transmit any User Content that:
- violates or infringes in any way upon the rights of others, including any statements which may defame, harass, stalk or threaten others
- you know to be false, misleading or inaccurate
- contains blatant expressions of bigotry, racism, racially or ethnically offensive content, hate speech, abusiveness, vulgarity or profanity
- contains or advocates explicit content that is otherwise obscene or lewd
- violates any law or advocates or provides instruction on dangerous, illegal, or predatory acts, or discusses illegal activities with the intent to commit them
- advocates violent behavior



- poses a reasonable threat to personal or public safety
- contains violent images of killing or physical abuse that appear to have been captured solely, or principally, for exploitive, prurient, or gratuitous purposes
- is protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express permission of the owner of such copyright, trademark, trade secret, right of publicity or other proprietary right. The burden of determining that any User Content is not protected by copyright, trademark, trade secret, right of publicity or other proprietary right rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, trade secrets, rights of publicity or other proprietary rights or any other harm resulting from such a submission. Any person determined by Company, in its sole discretion, to have violated the intellectual property or other rights of others shall be barred from submitting or posting any further material on the Site.
- does not generally pertain to the designated topic or theme of any Interactive Area
- contains any unsolicited or unauthorized advertising or promotional materials with respect to products or services, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation
- You agree not to engage in activity that would constitute a criminal offense or give rise to a civil liability.
- You agree that if necessary, you have the consent of each and every identifiable natural person in any submission to use such persons name or likeness in the manner contemplated by the Site.
- You agree that any person who appears in your submission who is a current member of the Screen Actors Guild (SAG), the American Federation of Television and Radio Actors (AFTRA) or any other rights society is not entitled to compensation by Company.
- You agree not to impersonate any person or entity, including, but not limited to, Company or any Company employee, or falsely state or otherwise misrepresent your affiliation with any person or entity.
- You agree not to represent or suggest, directly or indirectly, Company's endorsement of User Content.
- You agree not to interfere with any other user's right to privacy, including by harvesting or collecting personally-identifiable information about the Site users or posting private information about a third party.
- You agree not to upload, post or otherwise transmit any User Content, software or other materials that contain a virus or other harmful or disruptive component.
- You agree not to interfere with or disrupt the Site or the servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site.



- You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of the Site, use the Site, or access to the Site.
- You agree not to use any service, technology or automated system to artificially inflate the page views that your User Content receives. This includes pay-per-click services, web "robots" and any other current or future technologies. You also agree not to direct any third party to use these services, technologies or automated systems on your behalf.
- You agree not to use any technology, service or automated system to post more User Content than an individual could upload in a given period of time. You also agree not to direct any third party to use these services, technologies or automated systems on your behalf.

Any conduct that in Company's sole discretion restricts or inhibits anyone else from using or enjoying the Site will not be permitted. Company reserves the right in its sole discretion to remove or edit User Content by you and to terminate Your Account for any reason.

Company does not vouch for the accuracy or credibility of any User Content, and does not take any responsibility or assume any liability for any actions you may take as a result of reading User Content posted on the Site. Through your use of Interactive Areas, you may be exposed to content that you may find offensive, objectionable, harmful, inaccurate or deceptive. There may also be risks of dealing with underage persons, people acting under false pretense, international trade issues and foreign nationals. By using Interactive Areas, you assume all associated risks.

(C) Monitoring. Company shall have the right, but not the obligation, to monitor User Content posted or uploaded to the Site to determine compliance with these Terms of Service and any operating rules established by Company and to satisfy any law, regulation or authorized government request. Although Company has no obligation to monitor, screen, edit or remove any of the User Content posted or uploaded to the Site, Company reserves the right, and has absolute discretion, to screen, edit, refuse to post or remove without notice any User Content posted or uploaded to the Site at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Content posted to the Site at your sole cost and expense. In addition, Company may share personally identifiable information in response to a law enforcement agency's request, or where we believe it is necessary, or as otherwise required or permitted by law. See Company Privacy Policy.

The decision by Company to monitor and/or modify User Content does not constitute nor shall it be deemed to constitute any responsibility or liability in any manner on the part of Company in connection with or arising from use by you of Interactive Areas on the Site.

(D) License to User Content. By submitting User Content to the Site, you automatically grant Company the royalty-free, perpetual, irrevocable, non-exclusive right and license, but not the obligation, to use, publish, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works,



distribute, sub-license and otherwise exploit such User Content (in whole or in part) worldwide in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such User Content, without payment to you or to any third parties. You represent and warrant to Company that you have the full legal right, power and authority to grant to Company the license provided for herein, that you own or control the complete exhibition and other rights to the User Content you submitted for the purposes contemplated in this license and that neither the User Content nor the exercise of the rights granted herein shall violate these Terms of Service, or infringe upon any rights, including the right of privacy or right of publicity, constitute a libel or slander against, or violate any common law or any other right of, or cause injury to, any person or entity. You further grant Company the right, but not the obligation, to pursue at law any person or entity that violates your or Company's rights in the User Content by a breach of these Terms of Service.

(E) Moral Rights. If it is determined that you retain moral rights (including rights of attribution or integrity) in the User Content, you hereby declare that (a) you do not require that any personally identifying information be used in connection with the User Content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of the User Content by Company or its licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the User Content; and (d) you forever release Company, and its licensees, successors and assigns, from any claims that you could otherwise assert against Company by virtue of any such moral rights. You also permit any other user to access, view, store or reproduce the User Content for that user's personal use.

(F) No Obligation. User Content submitted by you will be considered non-confidential and Company is under no obligation to treat such User Content as proprietary information except pursuant to the Company Privacy Policy. Without limiting the foregoing, Company reserves the right to use any User Content as it deems appropriate, including, without limitation, deleting, editing, modifying, rejecting, or refusing to post it. Company is under no obligation to edit, delete or otherwise modify User Content once it has been submitted to Company. Company shall have no duty to attribute authorship of User Content to you, and shall not be obligated to enforce any form of attribution by third parties.

### **3. Copyright Ownership.**

The Site contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of the Site are copyrighted as a collective work under the United States copyright laws. Company owns copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in



whole or in part. You may download copyrighted material for your personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of Company and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material.

#### **4. Third-Party Content.**

Company is a distributor (and not a publisher or creator) of content supplied by third parties and users. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers or users of the Site, are those of the respective author(s) or distributor(s) and not of Company. Neither Company nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose. (Refer to Section 6 below for the complete provisions governing limitation of liabilities and disclaimers of warranty.)

In many instances, the content available through the Site represents the opinions and judgments of the respective user or information provider not under contract with Company. Company neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on the Site by any third party. Under no circumstances will Company be responsible or liable, directly or indirectly, for any loss or damage caused by your use or reliance on information obtained through the Site. Company is not responsible for any actions or inaction on your part based on the information that is presented on the Site. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the Site. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content.

#### **5. Advertisements and Promotions.**

Company may run advertisements and promotions from third parties on the Site. Your business dealings or correspondence with, or participation in promotions of, advertisers other than Company, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. Company is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of third-party advertisers on the Site.

#### **6. Disclaimer of Warranty; Limitation of Liability.**

(A) You expressly agree that use of the site is at your sole risk. Neither Company, its parent, subsidiaries, its other affiliates nor any of their respective employees,





agents, third party content providers or licensors warrant that the Site will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of the Site, or as to the accuracy, reliability or content of any information, service, or merchandise provided through the Site.

(B) The Site, including, without limitation, any downloadable software, is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to these terms of service.

(C) To the fullest extent permissible by applicable law, in no event shall company, or its present or future parents or affiliated companies, be liable to you for any personal injury, property damage, lost profits, cost of substitute goods or services, loss of data, loss of goodwill, work stoppage, computer and/or device or technology failure or malfunction or for any form of direct or indirect, special, incidental, consequential, exemplary or punitive damages based on any causes of action arising out of use of the Site or any alleged failure of performance, error, omission, interruption, deletion, defect, or delay in service, operation, or transmission of the Sites, or any alleged computer virus, communication line failure, theft or destruction of property, and/or unauthorized access to, alteration of, or use of or posting of any record, content, or technology, pertaining to or on the Sites. You agree that this limitation of liability applies whether such allegations are for breach of contract, tortious behavior, negligence, or fall under any other cause of action, regardless of the basis upon which liability is claimed and even if company or its present or future parents or affiliated companies has been advised of the possibility of such loss or damage. Without limiting the generality of the forgoing, you also specifically acknowledge that company and/or its present or future parents and affiliated companies are not liable for any actual or alleged defamatory, offensive, or illegal conduct of other users of the Sites or any other third parties.

If applicable law does not allow all or any part of the above limitation of liability to apply to you, the limitations will apply to you only to the extent permitted by applicable law.

(D) Company disclaims any and all liability of any kind for any unauthorized access to or use of your personally identifiable information. By accessing the Site, you acknowledge and agree to Company's disclaimer of any such liability. If you do not agree, you should not access or use the Site.

## **7. Indemnification.**

You agree to defend, indemnify and hold harmless Company, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of the Site by you or your Account. Company reserves the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide Company with such cooperation as reasonably requested by Company.



## **8. Termination.**

Company may terminate or suspend these Terms of Service at any time without notice to you. Without limiting the foregoing, Company shall have the right to immediately terminate Your Account in the event of any conduct by you which Company, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of these Terms of Service. The provisions of Sections 1 -- 13 shall survive termination of these Terms of Service.

## **9. Trademarks.**

Company, its parent, subsidiaries and affiliates, own all rights to their logos and trademarks used in connection with the Site. All other logos and trademarks appearing on the Site are the property of their respective owners.

## **10. Governing Law.**

The content, data, video, and all other material and features on the Site are presented for the purpose of providing entertainment, news and/or information and/or promoting programs, films, music, games, and other products and/or services that are or may become available in the United States, its territories, possessions, and protectorates. Any and all disputes, claims and controversies arising out of or in connection with your access to, and/or use of the Sites, and/or the provision of content, services, and/or technology on or through the Sites shall be governed by and construed exclusively in accordance with the laws and decisions of the State of Iowa applicable to contracts made, entered into and performed entirely therein, without giving effect to its conflict of laws provisions.

## **11. Disputes/Arbitration. PLEASE READ THIS SECTION CAREFULLY -- IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**

Company and you agree that these Terms of Use affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. In the event of a dispute, claim, or controversy arising out of or in connection with your access to, and/or use of the Site, and/or the provision of content, services, and/or technology on or through the Site, Company or you must give the other notice of the dispute, claim, or controversy which notice will include a brief written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, claim, or controversy and the relief requested. You must send any such notice to Company by U.S. Mail to Copyright Agent, 2545 106<sup>th</sup> Street, Urbandale, IA 50322. To the extent that Company has your contact information, it will send any such notice to you by U.S. Mail, or otherwise to your email address. Company and you will attempt to resolve any dispute, claim, or controversy through informal negotiation within thirty (30) days from the date that any notice of dispute, claim, or controversy is sent. Company and you shall use reasonable, good faith, efforts to settle any dispute, claim, or





controversy through consultation and good faith negotiations. After 30 days, Company or you may resort to the other alternatives described in this Section. Notwithstanding the foregoing, the notice and 30 day negotiation period required by this paragraph shall not apply, however, to disputes, claims, or controversies concerning patents, copyrights, moral rights, trademarks, and trade secrets and claims of piracy or unauthorized use of the Sites.

Except as otherwise specifically set forth below, any dispute, claim, or controversy of any kind between Company and Agent arising under these Terms of Use or in connection with your access to, and/or use of the Site, and/or the provision of content, services, and/or technology on or through the Site, if unresolved through informal discussions within thirty (30) days of receipt of notice, shall be resolved by binding arbitration to be held in the state in which you reside. Notwithstanding the foregoing, disputes, claims, or controversies concerning patents, copyrights, moral rights, trademarks, and trade secrets and claims of piracy or unauthorized use of the Site shall not be subject to arbitration.

For residents outside the United States, arbitration shall be initiated in Des Moines, Iowa, and Company and you agree to submit to the personal jurisdiction of any state or federal court in Des Moines, Iowa to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

The arbitration shall be conducted by a single arbitrator, governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Use, and administered by the AAA. The AAA Rules and fee information are available at [www.adr.org](http://www.adr.org), or by calling the AAA at [1-800-778-7879](tel:1-800-778-7879).

Company shall bear the cost of any arbitration filing fees and arbitration fees for claims of up to \$1,000, unless the arbitrator finds the arbitration to be frivolous. You are responsible for all other additional costs that you may incur in the arbitration including, but not limited to attorney's fees and expert witness costs unless Company is otherwise specifically required to pay such fees under applicable law. For claims that total more than \$1,000, the AAA Rules will govern payment of filing fees and arbitration fees. The decision of the arbitrator will be in writing and binding and conclusive on Company and Agent, and judgment to enforce the decision may be entered by any court of competent jurisdiction. Company and Agent agree that dispositive motions, including without limitation, motions to dismiss and motions for summary judgment will be allowed in the arbitration. The arbitrator must follow these Terms of Use and can award the same damages and relief as a court, including injunctive or other equitable relief and attorney's fees.

Notwithstanding the foregoing, Company and Agent agree not to seek any attorney's fees and expert witness costs unless the arbitrator finds that a claim or defense was frivolous or asserted for an improper purpose. Company and you understand that, absent this mandatory arbitration provision, Company and you would have the right to sue in court and have a jury trial. Company and you further understand that, in



some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

If your claim is solely for monetary relief of \$10,000 or less, and does not include a request for any type of equitable remedy, you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the AAA Rules.

You may choose to pursue your claim in small claims court where jurisdiction and venue over Company and you otherwise qualifies for such small claims court and where your claim does not include a request for any type of equitable relief.

You have the right to opt-out of, and not be bound by, these arbitration provisions by sending written notice of your decision to opt-out to the following U.S. Mail to Copyright Agent, 2545 106<sup>th</sup> Street, Urbandale, IA 50322. The notice must be sent within the later of 14 days of your first use of the Site or within 30 days of changes to this section being announced on the Site, otherwise you shall be bound to arbitrate any disputes, claims, or controversies in accordance with the terms of these paragraphs. If you opt-out of these arbitration provisions, Company will also not be bound by them. If you do not affirmatively elect to opt out as described above, your use of the Site will be deemed to be your irrevocable acceptance of these Terms of Use and any changes/updates to this section or otherwise.

If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. In the event some or all of these arbitration provisions are determined to be unenforceable for any reason, or if a claim, dispute or controversy is brought that is found by a court to be excluded from the scope of these arbitration provisions, Company and you agree to waive, to the fullest extent allowed by law, any trial by jury. The terms of these arbitration provisions will also apply to any claims asserted by you against any present or future parent or affiliated company of Company to the extent that any such claims arise out of your access to, and/or use of the Site, and/or the provision of content, services, and/or technology on or through the Site.

**12. Class Action Waiver. PLEASE READ THIS SECTION CAREFULLY -- IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.**

Company and Agent agree that Company and Agent will resolve any disputes, claims or controversies on an individual basis, and that any claims brought under these Terms of Use in connection with the Site will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. Company and Agent further agree that Company and you shall not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising under these Terms of Use or in connection with the Site.

If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that arbitration can proceed



on a class basis, then the disputes, claims or controversies will not be subject to arbitration and must be litigated in federal court located in Des Moines, Iowa. The terms of this provision will also apply to any claims asserted by you against any parent or affiliated company of Company to the extent that any such claims arise out of your access to, and/or use of the Site, and/or the provision of content, services, and/or technology on or through the Site.

### **13. Miscellaneous.**

These Terms of Service and any operating rules for the Site established by Company constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. The provisions of these Terms of Service are for the benefit of Company, its parent, subsidiaries, other affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf. If you access the Site, including its Interactive Areas, from any location other than the United States, you accept full responsibility for compliance with all local laws. You are also subject to United States export controls and are responsible for any violations of United States embargoes or other federal rules and regulations restricting exports. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any part of these Terms of Use is found by a court of competent jurisdiction to be invalid or unenforceable, it will be replaced with language reflecting the original purpose in a valid and enforceable manner. The enforceable sections of these Terms of Use will remain binding upon the parties. The section headings used herein are for convenience only and shall not be given any legal import.

Neither Company nor Agent shall be liable for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, terrorism, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

### **14. Copyrights and Copyright Agent.**

Company respects the rights of all copyright holders and in this regard, Company has adopted and implemented a policy that provides for the termination in appropriate circumstances of users and account holders who infringe the rights of copyright holders



## 15. Consistent Advisor Program

- A. Agent will contract with Company and place any business through the Consistent Advisor program with Company. Agent must be contracted with our Company prior to participating in the Consistent Advisor program or placing a workshop order and reserving a date. All business generated from an AMZ Prospecting program shall be placed through AMZ Financial.
- B. Agent is not allowed to share Consistent Advisor materials or intellectual property with anyone outside of the Consistent Advisor program without the expressed written consent of the Company.
- C. Agent agrees to participate in the Consistent Advisor coaching program as specified by the Company representative.
- D. All insurance business must be written through the Company. Agent must maintain \$10,000 of paid Life target premium or \$250,000 of paid Annuity premium submitted through the Company per quarter to stay in good standing and maintain access to the Consistent Advisor program.
- E. Money – Back Guarantee – Guarantee is based on advisor sharing the prior year’s 1099’s with Company.
  - a. Minimum production requirements must be at least \$30,000 in annuity commissions and/or \$15,000 of target cash-value life premium.
  - b. Company will use the submitted 1099’s and calculate the premium necessary to be written, then use that production level as the baseline upon which the double your production guarantee will be based.
  - c. Advisor must then move the primary carriers requested by the Company to AMZ Financial and it’s hierarchy relationships.
  - d. Advisor must remain coachable and implement 100% of the Company’s suggested changes.
  - e. Advisor must have a complete First Impression Kit purchased through the Consistent Advisor store, and use the materials as explicitly instructed.
  - f. Advisor must maintain at least \$3,600 of monthly marketing costs, or previous 12-month marketing budget average if higher, to be eligible for the money back guarantee.
  - g. Money-back guarantee shall refund the purchase price of Site access for one-year only.



## 16. Purchasing Branding or Marketing Materials

Agent agrees to be personally responsible for the content of all their branding or marketing materials, and that the Agent is solely responsible for obtaining any compliance review, necessary changes and approval. Company assumes no responsibility for complaints arising from use of branding or marketing materials purchased through the Site.

## 17. Purchasing Workshops

- A. The parties will mutually agree on a date, time and place for all workshops where Company is providing a professional speaker.
- B. Agent must pay for the workshop invoice in order to reserve a workshop date.
- C. Company may provide guidance in securing a location for the workshop. Due to the rules of certain event room facilities, the Agent will be responsible for booking the location. Agent will be responsible to approve all locations.
- D. Company will arrange for the printing and mailing of all invitations for a scheduled workshop. The parties will agree on the number of pieces to be mailed.
- E. Company will provide the copy ready invitations and mailing list to the mail company (price listed on invoice). Company's mail house will deliver your invitations to the US Postal Service Bulk mail division 21 days prior to your workshop, on average. Company is NOT responsible for the delivery of your mailer nor can we guarantee the US Postal Bulk Delivery of your mailer. Company can, at your request and additional cost, mail your invitations first class mail.
- F. Workshop will include a reservation service to field all invitation response calls. Agent will perform reminder calls in the 24 hours before the seminar.
- G. Agent will provide his/her own Bio's three weeks before the workshop in pdf format.
- H. Company makes **NO GUARANTEES** on the number of attendees at workshop.
- I. Company is not responsible for cancellation of a workshop due to weather, acts of God or any unforeseen circumstances. Once the invitation is printed and/or mailed there are **no refunds** and the entire workshop invoice is deemed earned.



- J. Agent will not in any form record, videotape or reproduce any presentation or workshop materials including the workshop invitation, without the written consent of Company.
- K. Agent is responsible for any costs associated with renting the location, as well as any security deposit and liability insurance if needed. Any damage to the location is the responsibility of Agent.
- L. All prospects created by a prospecting program, and resulting business shall be placed through AMZ Financial.

### **18. Assignment and Transfer**

Agent's rights and obligations under this Agreement shall not be transferable by assignment or otherwise, and any purported assignment, transfer or delegation thereof shall be void. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, any purchaser of substantially all of AMZ Financial & Insurance Services, LLC assets, any corporate successor to AMZ Financial & Insurance Services, LLC or any assignee thereof.

### **19. Miscellaneous**

- A. Indemnification. Agent hereby indemnifies and agrees to defend and hold harmless AMZ Financial & Insurance Services, LLC from and against any and all claims, demands and actions, and any liabilities, damages or expenses resulting therefrom, including court costs and reasonable attorneys' fees, arising out of or relating to the actions performed by Agent under this Agreement or the representations and warranties made by Agent within this Agreement. Agent's obligations under this paragraph shall survive the termination, for any reason, of this Agreement.
- B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict of law principles.
- C. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.
- D. Amendment. This Agreement may be amended only by a writing signed by Agent and by a duly authorized representative of Company.





- E. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- F. Construction. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against Company or Agent.
- G. Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.
- H. Non-waiver. No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of AMZ Financial & Insurance Services, LLC, by an officer of Company (other than Agent) or other person duly authorized by Company.
- I. Remedy for Breach; Attorneys' Fees. The parties hereto agree that, in the event of breach or threatened breach of any covenants of Agent, the damage or imminent damage to the value and the goodwill of Company business shall be inestimable, and that therefore any remedy at law or in damages shall be inadequate. Accordingly, the parties hereto agree that Company shall be entitled to injunctive relief against Agent in the event of any breach or threatened breach of any of such provisions by Agent, in addition to any other relief (including damages) available to Company under this Agreement or under law. The prevailing party in any action instituted pursuant to this Agreement shall be entitled to recover from the other party its reasonable attorneys' fees and other expenses incurred in such action.
- J. Notices. Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and if and when sent by certified or registered mail, with postage prepaid, to Agent's residence (as noted in Company's records).
- K. Assistance in Litigation. Agent shall, during and after termination of this Agreement, upon reasonable notice, furnish such information and proper



assistance to Company as may reasonably be required by Company in connection with any litigation in which it or any of its subsidiaries or affiliates is, or may become a party; provided, however, that such assistance following termination shall be furnished at mutually agreeable times and for mutually agreeable compensation.

- L. Disputes. Any controversy, claim or dispute arising out of or relating to this Agreement, either during the existence of the relationship or afterwards, between the parties hereto, their assignees, their affiliates, their attorneys, or agents, shall be litigated solely in state or federal court in Iowa. Each party (1) submits to the jurisdiction of such court, (2) waives the defense of an inconvenient forum, (3) agrees that valid consent to service may be made by mailing or delivery of such service to the Iowa Secretary of State (the "Agent") or to the party at the party's last known address, if personal service delivery cannot be easily effected, and (4) authorizes and directs the Agent to accept such service in the event that personal service delivery cannot easily be effected. EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.
  
- M. Independent Contractor. The relationship between Agent and Company is that of an independent contractor. This Agreement is not authority for Agent to act for Company as its agent or make commitments for AMZ Financial and Insurance Services, LLC. Agent will not be eligible for any employee benefits, nor will Company make deductions from monies paid to the Agent for taxes, insurance, bonds or the like. Agent retains the discretion in performing the tasks assigned. Each party agrees to pay all appropriate local, state and federal taxes it may owe under this Agreement.