



## **WINDERMERE FINANCIAL, LLC**

### **TERMS AND CONDITIONS**

**Effective Date: June 25, 2025**

These Terms and Conditions ("Agreement") constitute a legally binding agreement between you ("Agent," "you," or "your") and Windermere Financial, LLC, a Florida limited liability company ("Windermere," "we," "us," or "our"), governing your access to and use of Windermere's technology platform, services, and support systems (collectively, the "Platform" or "Services"). By clicking "I Accept," creating an account, or otherwise accessing or using the Platform, you acknowledge that you have read, understood, and agree to be bound by all terms and conditions contained herein. If you do not agree to these terms, you must not access or use the Platform.

#### **ARTICLE I: NATURE OF RELATIONSHIP AND SERVICES**

##### **1.1 Independent Contractor Relationship**

You acknowledge and agree that your relationship with Windermere is strictly that of an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or fiduciary relationship between you and Windermere. You acknowledge that you have no authority to bind Windermere to any obligation or commitment, make any representation or warranty on behalf of Windermere, or incur any liability or expense in Windermere's name. You agree to conduct your business independently and shall not represent yourself as an employee, agent, or representative of Windermere to any third party.

##### **1.2 Description of Services**

Windermere agrees to provide you with access to its proprietary technology platform and comprehensive support services designed to facilitate your independent insurance business. These Services include, but are not limited to, digital tools for client management, carrier appointment facilitation, professional training programs, marketing resources, commission tracking systems, compliance guidance, and technical support. You acknowledge that Windermere's role is limited to providing infrastructure and support services, and that you retain full responsibility for your insurance sales activities, client relationships, and business operations.

##### **1.3 Mutual Obligations and Expectations**



You acknowledge that the success of this business relationship depends on mutual cooperation and professionalism. Windermere commits to using commercially reasonable efforts to maintain Platform availability, provide quality support services, and facilitate carrier relationships. You agree to conduct all insurance business ethically and professionally, maintain all required licenses and credentials, accurately represent insurance products to consumers, and utilize the Platform in accordance with this Agreement. You further acknowledge that Windermere does not guarantee any specific business results, commission levels, or carrier appointments.

## **ARTICLE II: AGENT ELIGIBILITY AND ONGOING REQUIREMENTS**

### **2.1 Initial Eligibility Requirements**

You represent and warrant that you meet all eligibility requirements for Platform access. Specifically, you certify that you (a) possess and maintain valid insurance producer licenses in all jurisdictions where you conduct or intend to conduct insurance business; (b) maintain Errors & Omissions insurance coverage that meets or exceeds industry standards and regulatory requirements; (c) are at least eighteen (18) years of age; (d) are in good standing with all applicable state insurance departments; and (e) have successfully completed Windermere's onboarding and verification process. You acknowledge that providing false or misleading information regarding your eligibility may result in immediate termination of your Platform access.

### **2.2 Continuing Obligations and Standards**

You agree to maintain all eligibility requirements throughout the term of this Agreement. You specifically agree to (a) complete all required training modules within the timeframes specified by Windermere or applicable carriers; (b) maintain eligibility for appointment with participating insurance carriers; (c) keep all licensing, contact, and business information current and accurate in the Platform; (d) respond promptly to compliance inquiries and requests for information; (e) maintain appropriate business records as required by law and regulation; and (f) notify Windermere immediately of any change in your licensing status, regulatory actions, or other circumstances that may affect your eligibility.

### **2.3 Professional Conduct Standards**

You agree to maintain the highest standards of professional conduct in all insurance-related activities. You specifically agree to (a) provide honest, accurate, and complete information to consumers regarding insurance products and coverage; (b) respond to client inquiries and service requests in a timely and professional manner; (c) submit insurance



applications accurately and completely, ensuring all information is truthful and verified; (d) handle all confidential and sensitive information with appropriate care and security; (e) cooperate fully with carrier requirements, audits, and quality assurance programs; and (f) refrain from any conduct that could damage the reputation of Windermere, its carrier partners, or the insurance industry.

## **ARTICLE III: REGULATORY COMPLIANCE AND LEGAL OBLIGATIONS**

### **3.1 Insurance Regulatory Compliance**

You acknowledge and agree that you bear primary responsibility for understanding and complying with all applicable insurance laws and regulations in each jurisdiction where you conduct business. You specifically agree to comply with all state insurance codes, licensing requirements, continuing education mandates, advertising regulations, replacement rules, suitability standards, and disclosure requirements. You further acknowledge that insurance regulations vary by state and that you must ensure compliance with the specific requirements of each jurisdiction where you are appointed or conduct business.

### **3.2 Federal Healthcare Program Compliance**

You acknowledge that the sale of Medicare-related insurance products is subject to strict federal regulations. You agree to comply fully with all Centers for Medicare & Medicaid Services (CMS) marketing guidelines, including but not limited to using only approved marketing materials, following compliant enrollment procedures, maintaining proper scope of appointment documentation, and adhering to all prohibition periods and enrollment timelines. You acknowledge that violations of CMS regulations may result in termination of your ability to sell Medicare products and potential civil monetary penalties.

### **3.3 Privacy and Data Protection Compliance**

You acknowledge and agree to comply with all applicable privacy and data protection laws. You specifically agree to (a) comply with the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rules when handling protected health information; (b) execute and abide by Windermere's Business Associate Agreement; (c) comply with state data breach notification laws and promptly report any suspected breaches; (d) adhere to the Fair Credit Reporting Act (FCRA) when accessing consumer credit information; and (e) implement appropriate administrative, physical, and technical safeguards to protect all consumer information in your possession or control.



### **3.4 Prohibited Practices and Activities**

You acknowledge and agree that certain practices are strictly prohibited in connection with your insurance activities. You specifically agree that you will not (a) engage in any discriminatory practices in the solicitation, sale, or servicing of insurance products; (b) offer or accept any kickbacks, rebates, or other improper inducements in violation of anti-kickback laws; (c) use consumer information for any purpose not authorized by the consumer or permitted by law; (d) misrepresent any material fact regarding insurance products, coverage, or benefits; (e) engage in high-pressure sales tactics, cold calling where prohibited, or any deceptive or unfair trade practices; or (f) violate any federal or state law or regulation applicable to insurance or financial services.

## **ARTICLE IV: PLATFORM ACCESS, USE, AND RESTRICTIONS**

### **4.1 Account Registration and Security**

You agree to provide accurate, current, and complete information during the registration process and to maintain and update such information to keep it accurate, current, and complete. You acknowledge that you are solely responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. You agree to (a) create strong, unique passwords and change them periodically; (b) not share your credentials with any other person; (c) immediately notify Windermere of any unauthorized access to your account; and (d) accept full responsibility for any misuse of your account due to your failure to maintain appropriate security.

### **4.2 Permitted Uses of the Platform**

You agree to use the Platform solely for legitimate business purposes related to your authorized insurance activities. Specifically, you may use the Platform to (a) manage client information and relationships; (b) submit insurance applications and track their status; (c) access training materials and educational resources; (d) download approved marketing materials; (e) track commissions and business metrics; (f) communicate with Windermere support staff; and (g) perform other functions expressly authorized by Windermere. You acknowledge that all use must comply with this Agreement and applicable law.

### **4.3 Prohibited Uses and Restrictions**

You acknowledge and agree that certain uses of the Platform are strictly prohibited. You specifically agree that you will not (a) share, sell, or transfer your access credentials to any third party; (b) attempt to access accounts or information belonging to other agents; (c) use



automated tools, bots, or scripts to access or extract data from the Platform; (d) modify, reverse engineer, decompile, or create derivative works based on the Platform; (e) use Platform data or resources for any non-Windermere business venture; (f) circumvent or disable any security features or access controls; (g) upload malicious code or attempt to compromise Platform security; or (h) violate any third-party intellectual property rights.

#### **4.4 Technical Requirements and Limitations**

You acknowledge and agree that you are responsible for obtaining and maintaining all equipment, software, and services necessary to access the Platform, including but not limited to computers, mobile devices, internet connectivity, and compatible web browsers. You acknowledge that Windermere does not guarantee Platform compatibility with all systems, devices, or browsers, and that Platform performance may vary based on your technical environment. You agree that Windermere shall not be liable for any inability to access the Platform due to your equipment, connectivity, or technical limitations.

### **ARTICLE V: FINANCIAL TERMS AND RESPONSIBILITIES**

#### **5.1 Commission Structure and Payments**

You acknowledge and understand that Windermere receives override commissions from insurance carriers based on the collective production of appointed agents. You further acknowledge that your individual commissions are paid directly by insurance carriers according to their respective commission schedules and payment procedures. You acknowledge that commission rates and structures may change at carrier discretion.

#### **5.2 Platform and Service Fees**

You acknowledge that certain enhanced features, premium services, or advanced technology tools may require payment of fees to Windermere. You agree to pay all applicable fees according to the fee schedule in effect at the time of use. You acknowledge that fee schedules may be modified with thirty (30) days advance notice and that continued use of fee-based services after such notice constitutes acceptance of the modified fees. You agree that all fees paid are non-refundable except as specifically provided in writing by Windermere.

#### **5.3 Chargeback Responsibility and Recovery**

You acknowledge and agree that you remain fully liable for all commission chargebacks resulting from policy cancellations, lapses, replacements, rescissions, or other reasons. You specifically agree that (a) carriers may recover unearned commissions through future



commission offsets or direct collection; (b) Windermere may offset any amounts you owe against future payments or seek direct reimbursement; (c) chargeback liability survives termination of this Agreement; and (d) you will cooperate with all reasonable collection efforts. You further acknowledge that excessive chargebacks may result in termination of carrier appointments or Platform access.

#### **5.4 Financial Records and Reporting**

You agree to maintain accurate financial records related to your insurance business as required by law and regulation. You specifically agree to (a) report any commission payment discrepancies promptly upon discovery; (b) maintain appropriate tax documentation and comply with all tax reporting requirements; (c) cooperate with any financial audits or reviews requested by Windermere or carriers; (d) provide accurate information for 1099 and other tax reporting purposes; and (e) maintain business records for the periods required by applicable law and regulation.

### **ARTICLE VI: INTELLECTUAL PROPERTY AND DATA RIGHTS**

#### **6.1 Windermere Proprietary Rights**

You acknowledge and agree that the Platform, including all software, technology, content, training materials, marketing resources, and other materials provided by Windermere, constitute valuable proprietary property owned exclusively by Windermere or its licensors. You acknowledge that no ownership rights are transferred to you and that your rights are limited to access and use during the term of this Agreement solely for authorized business purposes. You agree not to copy, modify, distribute, or create derivative works based on any Windermere proprietary materials except as expressly authorized.

#### **6.2 Agent Data and Content**

You retain ownership of client information and other data you input into the Platform ("Agent Data"). By using the Platform, you grant Windermere a non-exclusive, royalty-free license to (a) process and store Agent Data as necessary to provide the Services; (b) create aggregated, anonymized analytics and reports that do not identify specific individuals; (c) use Agent Data as necessary to comply with legal and regulatory requirements; and (d) access Agent Data to provide support and resolve technical issues. You represent and warrant that you have all necessary rights and consents to provide Agent Data to Windermere.

### **6.3 Trademark and Brand Usage**

You acknowledge that Windermere's name, logos, and other brand elements are valuable trademarks owned exclusively by Windermere. You agree not to use Windermere's trademarks or brand elements without prior written permission, and any permitted use must comply with brand guidelines provided by Windermere. Similarly, you agree that Windermere shall not use your name, marks, or brand elements without your permission, except that Windermere may identify you as a participating agent in internal materials and carrier communications.

### **6.4 Feedback and Suggestions**

You acknowledge and agree that any feedback, suggestions, ideas, or recommendations you provide regarding the Platform or Services ("Feedback") shall become the exclusive property of Windermere. You hereby assign all rights, title, and interest in such Feedback to Windermere and agree that Windermere may use, modify, and incorporate Feedback into its products and services without compensation, attribution, or further consent from you.

## **ARTICLE VII: DATA SECURITY AND PRIVACY OBLIGATIONS**

### **7.1 General Data Protection Obligations**

You acknowledge the critical importance of protecting consumer information and agree to implement appropriate safeguards for all data accessed through or related to your insurance activities. You specifically agree to (a) limit data collection to information necessary for legitimate business purposes; (b) implement physical and technical security measures appropriate to the sensitivity of the information; (c) restrict access to confidential information on a need-to-know basis; (d) use encryption and other protective measures for data transmission and storage; and (e) maintain written information security policies and procedures.

### **7.2 Protected Health Information Handling**

You acknowledge that insurance activities may involve access to Protected Health Information (PHI) subject to HIPAA. You agree to (a) execute and comply with Windermere's Business Associate Agreement; (b) use and disclose PHI only as permitted by HIPAA and the minimum necessary standard; (c) implement HIPAA-required administrative, physical, and technical safeguards; (d) train all workforce members who may access PHI; (e) report any suspected breaches immediately; and (f) maintain documentation as required by



HIPAA. You acknowledge that HIPAA violations may result in significant civil and criminal penalties.

### **7.3 Consumer Report Compliance**

Agent represents and warrants it is engaged in the business of insurance and has a permissible purpose for obtaining consumer reports, as defined by Section 604 of the Federal Fair Credit Reporting Act (15 U.S.C. § 1681b) as amended by the Consumer Credit Reporting Reform Act of 1996 or as may hereafter be amended, hereinafter called "FCRA". Agent certifies it will comply with the provisions of the FCRA when requesting and using a consumer report from the Producer Database. A Notice to Users of Consumer Reports, as prescribed by the Consumer Financial Protection Bureau ("CFPB") is attached hereto as Exhibit A.

For purposes of this Agreement, the term "consumer report" and "Consumer Report for Employment Purposes" shall have the same meaning as given to these terms by the FCRA.

Agent agrees it will not request a Consumer Report for Employment Purposes unless: (a) a clear and conspicuous disclosure is first made in writing to the individual who is the subject of the consumer report before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; (b) the individual who is the subject of the consumer report has authorized in writing the procurement of the report; (c) Agent complies with the FCRA in the event it takes adverse action in whole or in part based upon the consumer report and (d) information from the consumer report will not be used in violation of any applicable federal or state equal opportunity law or regulation. For purposes of Agent's notice obligations in regards to taking adverse action, a Summary of Consumer Rights, as prescribed by the CFPB, is herein attached as Exhibit B and will be made available to Agent each time it signs off the Producer Database.

Agent agrees it will maintain copies of all written authorizations required herein for a minimum of three (3) years from the date of inquiry. Agent agrees it shall use a consumer report for a one-time use only, and will not disclose the information in the report to any third parties except those involved in the current decision affecting the individual who is the subject of the consumer report.

Agent agrees to indemnify, defend and hold harmless Windermere and the National Insurance Producer Registry, a Missouri nonprofit corporation (a/k/a NIPR) from and against





any liability or claim of any persons that is attributable to Agent's failure to comply with the applicable provisions of the FCRA.

#### **7.4 Security Incident Response**

You agree to report any actual or suspected security incident, data breach, or unauthorized access immediately upon discovery, and in no event later than twenty-four (24) hours. You further agree to (a) cooperate fully with investigation and remediation efforts; (b) preserve all relevant evidence and documentation; (c) assist with required notifications to affected individuals and regulators; (d) implement remedial measures as directed; and (e) participate in post-incident reviews and process improvements. You acknowledge that prompt incident response is critical to minimizing harm and ensuring regulatory compliance.

### **ARTICLE VIII: INSURANCE CARRIER RELATIONSHIPS**

#### **8.1 Carrier Appointment Facilitation**

You acknowledge that Windermere may assist with facilitating appointments with insurance carriers but does not guarantee appointment approval. You understand and agree that (a) each carrier maintains independent appointment criteria and standards; (b) appointment decisions rest solely with carriers; (c) you must satisfy all carrier-specific requirements; (d) Windermere's role is limited to administrative facilitation; and (e) appointment denial or termination by a carrier does not constitute a breach by Windermere. You agree to provide accurate information in all appointment applications and to promptly update any changes.

#### **8.2 Product Knowledge and Representation**

You acknowledge and agree that you are solely responsible for understanding the insurance products you sell. You specifically agree to (a) complete all product-specific training required by carriers; (b) accurately represent product features, benefits, limitations, and exclusions; (c) provide appropriate disclosures and documentation to consumers; (d) ensure product suitability for consumer needs; and (e) stay informed of product changes and updates. You acknowledge that misrepresentation of insurance products may result in liability, license sanctions, and termination of appointments.

#### **8.3 Application Processing Standards**

You agree to exercise due care in the submission of all insurance applications. You specifically agree to (a) verify the accuracy of all application information; (b) ensure



applications are complete before submission; (c) obtain required signatures and authorizations; (d) submit applications promptly according to carrier timelines; (e) respond to carrier underwriting requests timely; and (f) maintain copies of all application documents as required. You acknowledge that application errors or omissions may result in coverage issues, claim denials, and commission chargebacks.

#### **8.4 Carrier Compliance and Quality Standards**

You agree to maintain good standing with all appointed carriers by adhering to their respective requirements. You specifically agree to (a) comply with carrier-specific agent agreements and bulletins; (b) meet production and persistency requirements; (c) participate in quality assurance programs and audits; (d) complete carrier-mandated training and certification; (e) follow carrier procedures for claims and customer service; and (f) represent each carrier's products according to their guidelines. You acknowledge that failure to maintain carrier standards may result in appointment termination.

### **ARTICLE IX: PROFESSIONAL STANDARDS AND MARKET CONDUCT**

#### **9.1 Ethical Business Practices**

You agree to conduct all business activities in accordance with the highest ethical standards of the insurance industry. You specifically commit to (a) placing client interests first in all insurance recommendations; (b) providing objective advice based on client needs rather than commission considerations; (c) disclosing any conflicts of interest that may affect your recommendations; (d) maintaining confidentiality of all client information; (e) avoiding any deceptive, misleading, or unfair practices; and (f) treating all persons fairly and with respect regardless of their characteristics or circumstances.

#### **9.2 Continuing Professional Development**

You acknowledge the importance of ongoing professional development and agree to (a) complete all continuing education requirements for license maintenance; (b) participate in available Windermere training programs; (c) stay current with industry changes, regulations, and best practices; (d) seek assistance when encountering unfamiliar situations; and (e) maintain professional certifications and designations in good standing. You acknowledge that the insurance industry is constantly evolving and that continuous learning is essential to providing quality service.



### **9.3 Client Service Standards**

You agree to provide prompt, professional service to all clients and prospects. You specifically agree to (a) respond to client inquiries within reasonable timeframes; (b) maintain accurate records of client interactions and transactions; (c) provide clear, understandable explanations of insurance options; (d) assist with claims and service issues as appropriate; (e) conduct regular reviews to ensure continued coverage adequacy; and (f) handle complaints professionally and seek resolution promptly. You acknowledge that quality client service is essential to professional success and industry reputation.

### **9.4 Fair Competition and Market Conduct**

You agree to compete fairly and professionally in the marketplace. You specifically agree that you will not (a) make false or disparaging statements about competitors or their products; (b) engage in illegal rebating or improper inducements; (c) interfere with existing insurance relationships through improper means; (d) use confidential information obtained from prior employment improperly; (e) engage in discriminatory practices in marketing or sales; or (f) participate in any boycott, coercion, or intimidation. You acknowledge that fair competition benefits consumers and the industry.

## **ARTICLE X: TERM, TERMINATION, AND POST-TERMINATION OBLIGATIONS**

### **10.1 Term of Agreement**

This Agreement commences upon your acceptance and continues until terminated by either party in accordance with these provisions. You acknowledge that Platform access is not guaranteed for any specific duration and that continued access depends on ongoing compliance with this Agreement and maintenance of eligibility requirements.

### **10.2 Termination Rights and Procedures**

Either party may terminate this Agreement upon written notice to the other party. Additionally, Windermere reserves the right to terminate or suspend your Platform access immediately for cause, including but not limited to (a) violation of any provision of this Agreement; (b) violation of applicable laws or regulations; (c) loss or suspension of required licenses; (d) fraudulent or unethical conduct; (e) excessive complaints or chargebacks; (f) failure to maintain required insurance coverage; or (g) any conduct that may harm Windermere's reputation or relationships. You acknowledge that termination decisions are within Windermere's sole discretion.

### **10.3 Effect of Termination**

Upon termination of this Agreement, you agree that (a) your right to access the Platform terminates immediately; (b) you must cease all use of Windermere's proprietary materials and marks; (c) you must complete any pending insurance transactions appropriately and in compliance with carrier requirements; (d) you may request export of your data within thirty (30) days; and (e) all outstanding financial obligations remain due and payable. You acknowledge that termination does not relieve you of obligations incurred prior to termination.

### **10.4 Survival of Obligations**

You acknowledge and agree that certain obligations survive termination of this Agreement, including but not limited to (a) confidentiality obligations regarding Windermere's proprietary information; (b) indemnification obligations for your acts and omissions; (c) financial obligations including chargeback liability; (d) data protection and privacy obligations; and (e) any other provisions that by their nature should survive. These surviving obligations continue indefinitely or for the period specified by applicable law.

## **ARTICLE XI: RISK ALLOCATION AND INDEMNIFICATION**

### **11.1 Agent Indemnification Obligations**

You agree to defend, indemnify, and hold harmless Windermere, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to (a) your insurance sales activities and client interactions; (b) your violation of any laws, regulations, or carrier requirements; (c) your breach of this Agreement; (d) claims by your clients or persons claiming through them; (e) your negligent or intentional misconduct; (f) inaccurate information you provide; or (g) your unauthorized use of the Platform or third-party rights.

### **11.2 Insurance Coverage Requirements**

You agree to maintain appropriate Errors & Omissions insurance coverage throughout the term of this Agreement and for such period thereafter as required by law or regulation. You agree to (a) maintain coverage limits that meet or exceed industry standards and regulatory requirements; (b) ensure coverage includes your activities under this Agreement; (c) provide proof of coverage upon request; (d) notify carriers of potential claims as required by policy terms; and (e) cooperate with claim investigations and defense. You acknowledge



that insurance is not a substitute for professional conduct but rather a protection against unforeseen errors.

### **11.3 Limitation of Liability**

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WINDERMERE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, OR COMMISSION LOSSES, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU FURTHER AGREE THAT WINDERMERE'S TOTAL CUMULATIVE LIABILITY SHALL NOT EXCEED THE GREATER OF (A) THE FEES YOU PAID TO WINDERMERE IN THE TWELVE MONTHS PRECEDING THE CLAIM OR (B) ONE THOUSAND DOLLARS (\$1,000).

## **ARTICLE XII: GENERAL LEGAL PROVISIONS**

### **12.1 Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. You agree that any dispute arising out of or relating to this Agreement or the Platform shall be subject to the exclusive jurisdiction of the state and federal courts located in Orange County, California. You hereby consent to personal jurisdiction in such courts and waive any objection to venue. The prevailing party in any litigation shall be entitled to recover reasonable attorneys' fees and costs.

### **12.2 Entire Agreement and Integration**

This Agreement, together with the Business Associate Agreement, Privacy Policy, and any applicable fee schedules or supplemental terms, constitutes the entire agreement between the parties regarding the subject matter hereof. You acknowledge that this Agreement supersedes all prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written. No representation, promise, or inducement not included in this Agreement shall be binding.

### **12.3 Modification and Amendment**

You acknowledge and agree that Windermere may modify this Agreement at any time by providing thirty (30) days advance notice through the Platform or via email. Your continued use of the Platform after such notice period constitutes acceptance of the modified terms. You acknowledge that no other modification or amendment shall be effective unless in



writing and signed by authorized representatives of both parties. You agree to review the Agreement periodically for changes.

#### **12.4 Severability and Enforcement**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving the original intent. If such modification is not possible, the provision shall be severed, and the remaining provisions shall continue in full force and effect. You acknowledge that the invalidity of any provision shall not affect the validity of the remaining Agreement.

#### **12.5 Waiver and Course of Dealing**

You acknowledge that no waiver of any breach or default under this Agreement shall be effective unless in writing and signed by the waiving party. You further acknowledge that the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision. The failure of either party to enforce any provision shall not be construed as a waiver of that provision or the right to enforce it later.

#### **12.6 Assignment and Transfer**

You acknowledge and agree that you may not assign, transfer, or delegate any rights or obligations under this Agreement without Windermere's prior written consent, and any attempted assignment without such consent shall be void. You acknowledge that Windermere may freely assign this Agreement to any affiliate or successor, or in connection with any merger, acquisition, or sale of assets, without your consent but with notice to you.

#### **12.7 Notices and Communications**

All formal notices required under this Agreement must be in writing and shall be deemed properly given when (a) delivered personally; (b) sent by certified or registered mail, return receipt requested; (c) sent by overnight courier with confirmation; or (d) sent by email with confirmation of receipt. Notices to Windermere shall be sent to: Windermere Financial, LLC, 1400 Newport Center Dr Ste 275, Newport Beach, CA 92660, with email notices to [legal@windermere.com](mailto:legal@windermere.com). Notices to you shall be sent to the address or email you provide in the Platform.



## **12.8 Independent Contractor Status**

You acknowledge and affirm that you are an independent contractor and nothing in this Agreement creates an employment, agency, partnership, or joint venture relationship. You agree that you have no authority to bind Windermere or make commitments on its behalf. You acknowledge responsibility for your own taxes, insurance, and business expenses. You agree not to represent yourself as a Windermere employee or agent to any third party.

## **12.9 Force Majeure**

Neither party shall be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemic, war, terrorism, labor disputes, or governmental actions. The affected party shall promptly notify the other party and use reasonable efforts to minimize the impact and resume performance.

## **12.10 Disclaimer of Warranties**

YOU ACKNOWLEDGE AND AGREE THAT THE PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. WINDERMERE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, AND AVAILABILITY. YOU ACKNOWLEDGE THAT USE OF THE PLATFORM IS AT YOUR SOLE RISK.

## **ARTICLE XIII: SMS COMMUNICATIONS**

### **13.1 Program Description**

By providing your mobile phone number to Windermere Financial, LLC ("Windermere"), you consent to receive SMS text messages from us relating to your use of our platform, including but not limited to account updates, onboarding assistance, compliance notifications, marketing opportunities, training reminders, and support messages.

### **13.2 Message Frequency**

The frequency of messages may vary based on your interaction with our services but will generally not exceed 4–6 messages per month. Some months may involve fewer or more messages depending on your activity, preferences, or compliance needs.

### **13.3 Opting Out**



You may opt out of SMS communications at any time by replying **STOP** to any message you receive. You will receive a confirmation message upon successful opt-out. After this, you will no longer receive SMS messages from Windermere unless you re-enroll.

#### **13.4 Customer Care and Support**

If you experience issues with our SMS service, you can reply **HELP** for assistance or contact us directly at:

- **Email:** support@windermerefinancial.com
- **Phone:** (800) 652-7922

#### **13.5 Message and Data Rates**

Message and data rates may apply depending on your mobile carrier plan. Windermere is not responsible for any such charges incurred by you.

#### **13.6 Third-Party Services**

SMS messages may be sent via third-party messaging platforms. We disclaim any liability for transmission failures or service disruptions due to issues beyond our control, including those involving mobile carriers or service providers.

#### **13.7 Privacy**

Your privacy is important to us. Please refer to our [Privacy Policy](#) for information on how we collect, use, and protect your information. We do not sell or share your personal information for marketing purposes with third parties.

### **ARTICLE XIV: DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meanings set forth below:

**"Agent"** means an individual insurance producer who is properly licensed and authorized to sell insurance products in one or more jurisdictions.

**"Carrier"** means an insurance company that underwrites and issues insurance policies and has authorized Windermere to facilitate agent appointments.





**"Chargeback"** means the recovery by a Carrier of previously paid commissions due to policy cancellation, lapse, or other termination within the period specified by the Carrier.

**"CMS"** means the Centers for Medicare & Medicaid Services, the federal agency that administers Medicare and oversees Medicare Advantage and Medicare Supplement insurance products.

**"FCRA"** means the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq., and its implementing regulations.

**"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, as amended by the HITECH Act, and implementing regulations at 45 C.F.R. Parts 160, 162, and 164.

**"PHI"** means Protected Health Information as defined by HIPAA, including any individually identifiable health information transmitted or maintained in any form or medium.

**"Platform"** means Windermere's proprietary technology systems, applications, and digital tools made available to Agents.

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## **ACCEPTANCE OF TERMS**

BY CLICKING "I ACCEPT" OR OTHERWISE ACCESSING OR USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. YOU FURTHER REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT AND THAT YOU WILL COMPLY WITH ALL TERMS AND CONDITIONS CONTAINED HEREIN.

**Last Updated: June 25, 2025**

**Windermere Financial, LLC**

1400 Newport Center Dr Ste 275

Newport Beach, CA 92660

## **Exhibit A**

### **NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA**

The Federal Fair Credit Reporting Act (FCRA) requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. This first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. The FCRA, 15 U.S.C. 1681-1681u, is set forth in full at the Federal Trade Commission's Internet web site (<http://www.ftc.gov>).

#### **OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS**

##### **A. Users Must Have a Permissible Purpose**

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 of the FCRA contains a list of the permissible purposes under the law. These are:

- a. As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- b. As instructed by the consumer in writing. Section 604(a)(2)
- c. For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- d. For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- e. For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- f. When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(I)
- g. To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)

- h. To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- i. For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- j. For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making unsolicited offers of credit or insurance. The particular obligations of users of this "prescreened" information are described in Section V below.

## **B. Users Must Provide Certifications**

Section 604(f) of the FCRA prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA (by a general or specific certification, as appropriate) the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

## **C. Users Must Notify Consumers When Adverse Actions Are Taken**

The term "adverse action" is defined very broadly by Section 603 of the FCRA. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact – such as unfavorably changing credit or contract terms or conditions, denying or canceling credit or insurance, offering credit on less favorable terms than requested, or denying employment or promotion.

## **D. Adverse Actions Based on Information Obtained From a CRA**

If a user takes any type of adverse action that is based at least in part on information contained in a consumer report, the user is required by Section 615(a) of the FCRA to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.



- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer requests the report within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

#### **E. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies**

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) of the FCRA requires that the user clearly and accurately disclose to the consumer his or her right to obtain disclosure of the nature of the information that was relied upon by making a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

#### **F. Adverse Actions Based on Information Obtained From Affiliates**

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notification must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. (Information that is obtained directly from an affiliated entity relating solely to its transactions or experiences with the consumer, and information from a consumer report obtained from an affiliate are not covered by Section 615(b)(2).)

#### **G. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES**

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain prior written authorization from the consumer.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, provide a copy of the report to the consumer as well as the summary of the consumer's rights. (The user should receive this summary from the CRA, because Section 604(b)(1)(B) of the FCRA requires CRAs to provide a copy of the summary with each consumer report obtained for employment purposes.)

#### **H. OBLIGATIONS OF USERS OF INVESTIGATIVE CONSUMER REPORTS**

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 of the FCRA requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and must include the summary of consumer rights required by Section 609 of the FCRA. (The user should be able to obtain a copy of the notice of consumer rights from the CRA that provided the consumer report.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.

- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation that was requested. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

## **I. OBLIGATIONS OF USERS OF CONSUMER REPORTS CONTAINING MEDICAL INFORMATION**

Section 604(g) of the FCRA prohibits consumer reporting agencies from providing consumer reports that contain medical information for employment purposes, or in connection with credit or insurance transactions, without the specific prior consent of the consumer who is the subject of the report. In the case of medical information being sought for employment purposes, the consumer must explicitly consent to the release of the medical information in addition to authorizing the obtaining of a consumer report generally.

## **J. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS**

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining a list of consumers from a CRA who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.

- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. This statement must include the address and toll-free telephone number of the appropriate notification system.

## **K. OBLIGATIONS OF RESELLERS**

Section 607(e) of the FCRA requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  - the identity of all end-users;
  - certifications from all users of each purpose for which reports will be used; and
  - certifications that reports will not be used for any purpose other than the purpose(s) specified to the Reseller. Resellers must make reasonable efforts to verify this information before selling the report.

## **L. LIABILITY FOR VIOLATIONS OF THE FCRA**

Failure to comply with the FCRA can result in state or federal enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

## **Exhibit B**

### **A Summary of Your Rights Under the Fair Credit Reporting Act**

*Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escriba a la Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.*

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to <http://www.consumerfinance.gov/learnmore> or write to: Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.





In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the

trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-567-8688.

- **The following FCRA right applies with respect to nationwide consumer reporting agencies:**

### **CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE**

**You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization.** The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the customer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:**

<b>TYPE OF BUSINESS:</b>	<b>CONTACT:</b>
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates  b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552  b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks  b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.	a. Office of the Comptroller of the Currency Customer Assistance Group P.O. Box 53570 Houston, TX 77052  b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480  c. Division of Depositor and Consumer Protection National Center for Consumer and Depositor Assistance Federal Deposit Insurance Corporation 1100 Walnut Street, Box #11 Kansas City, MO 64106

c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Financial Protection 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Assistant General Counsel for Office of Aviation Consumer Protection Department of Transportation 1200 New Jersey Avenue SE Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Public Assistance, Governmental Affairs, and Compliance Surface Transportation Board 395 E Street SW Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Division Regional Office
6. Small Business Investment Companies	Associate Administrator, Office of Capital Access United States Small Business Administration 409 Third Street SW, Suite 8200 Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street NE Washington, DC 20549
8. Institutions that are members of the Farm Credit System	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877) 382-4357