

These terms of service for Aspiring MS, Inc. Features, formerly known as the “paid terms of service” were changed on January 16th, 2020. These terms of service for Aspiring MS, Inc. Features supersede all prior versions. Please read them carefully.

These terms of service for Aspiring MS, Inc. features (the “terms” or “agreement”) are entered into by Aspiring MS, Inc., a Wyoming Corporation (“us” or “Aspiring Media Solutions” or “Aspiring MS”), and business owner, consumer (“you” or “User”). This Agreement is effective as of the date you accept its terms by registering as a member or otherwise clicking on an acceptance button in the Dashboard or in an email (“the Effective Date”) via one of the web properties associated with Aspiring MS, Inc.,. For a complete listing of web properties and affiliates please contact us directly via email

at info@aspiringsolutions.com.

In consideration of the mutual promises, representations, warranties, and obligations set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency is acknowledged, the Parties agree as follows:

1. **These Terms of Service for Aspiring MS, Inc.**, features incorporate any and all terms of use by reference. By proceeding with registration, the User agrees to be bound by these Terms of Service for AspiringMediaSolutions.com, AspiringSolutions.com and any Affiliated Entities or Partner with Aspiring MS, Inc. Features.
2. **Dashboard.** Aspiring Media Solutions offers an online portal by which User may sign up for, manage, and get reports on the advertising and consulting services offered by Aspiring Media Solutions (the “Dashboard”). The Dashboard is located at different login portals assigned to clients within existing Aspiring MS, Inc. entities.
3. **Practice Area and Territory.** The Dashboard enables User to designate certain practice areas (“Practice Areas”) in which the User represents that they are qualified to provide advice. The Dashboard also enables User to define the geographic territory (“Territory”) in which User desires and is licensed to provide advice on a per Practice Area, Service or Product Sale and Distribution basis.
4. **Deposits.** The User agrees to purchase marketing services from Aspiring MS, Inc. (the “Paid Services”). Upon execution of these Terms, User shall pay a deposit (hereinafter “the Deposit”). The amount of the Deposit is to be selected by User and will be charged against the User’s credit card.
5. **Types of Connections.** Through the Paid Services, User may be connected with a consumer requesting to speak with a client employee in the Practice Area and Territory designated by the User (“Potential Client”) through one or both of the following methods (collectively “Connections”):
 1. Telephone connections: a telephone connection is a potential client or consumer connected to the user via telephone by aspiring media solutions and affiliate partners marketing efforts in a three-way conference call or directly delivered call into the business. Delivery of this telephone connection is complete and aspiring media solutions obligations are fulfilled when the consumer connects with the marketing or advertising displayed for said user leaves the conference call after successfully connecting the potential client and user. No refunds will be provided after a connection has been delivered by aspiring media solutions.
 2. Calendar Invitation Connections: A Calendar Invitation Connection is a Potential Client or Consumer connected to the User via a calendar invitation (“Calendar Invitation”). The Calendar Invitation contains the name of a Potential Client, any date and time proposed (if available) by the Potential Client for the Calendar Connection (“Proposed Time”), the Potential Client’s

preferred telephone number, and if available, a brief summary of facts regarding the Potential Client's matter to help the User prepare for the consultation. Calendar Invitations can take one or both of the following forms:

1. Default:

1. Calendar Invitations will be delivered to the User through the Dashboard or via email;
2. Proposed Times are or can be set for Monday through Friday 9:00 AM – 6:00 PM unless otherwise noted ("Business Hours");
3. The User can set more or less restrictive Business Hours through the Dashboard and speaking with Account Management to integrate the calendar feature to the Account

2. Custom:

1. Calendar Invitations will be delivered to the User through the User's internal calendaring application as well as the Dashboard (if available);
2. Proposed Times are set during Business Hours at times for which the User does not have any conflicting appointments with other clients or customers (current as of the moment that the Potential Client schedules the consultation);
3. The User can set more or less restrictive Business Hours

For both default and custom calendar invitations, the user may be notified by email upon receipt of each new calendar connection, and aspiring media solutions will remind the potential client by voice, email or sms 15 minutes before the proposed time in certain instances depending on user preference. Aspiring media solutions delivery of the calendar connection is complete and aspiring media solutions obligations are fulfilled when the calendar invitation is delivered to the dashboard or communicated in any acceptable manner via mail, email, telephony or any other form of communication. Custom calendar invitations are available upon request. Users must reschedule proposed times directly with the potential client. It is solely the user's responsibility to ensure the email address of record remains current and accessible. User's failure to view or read email messages or inability to read the email messages does not create any liability on the part of aspiring media solutions. No refunds will be provided after a connection has been delivered by aspiring media solutions, further, aspiring media solutions reserves the sole and exclusive right to determine whether or not to support custom calendar invitations for any specific internal calendaring application.

6. Connection Process.

1. Pricing. Using the Dashboard or account management guidance or as requested by to account management, User must input a bid representing the maximum price that User is willing to pay for each Connection ("Bid") which must exceed a certain minimum ("Minimum Bid") based upon the Practice Area or Product and Territory selected by User or defaulted per practice area by ASPIRING MEDIA SOLUTIONS. The Minimum Bid will be set in Aspiring Media Solutions sole discretion. For Users who have previously agreed to a price per Connection for the Paid Services prior to January 16th, 2020,

User's initial Bid will be set at the price agreed to by the user on the date of the User's initial acceptance of these Paid Terms of Service. User may change the Bid at any time by logging into the Dashboard and setting a new Bid or in the form of electronic communication via a vis API or other Technology APPROVED by aspiring media solutions. For each Connection delivered to the User, Aspiring Media Solutions will charge User an amount not to exceed the User-selected Bid upon delivery of the Connection (the "Connection Fee").

2. Eligibility. In order for a Bid to be eligible, User must have a Deposit balance greater than or equal to the Bid.
3. Allocation. Connections are allocated to Users algorithmically based on data provided by Users and Potential Clients, including but not limited to User availability, Bid, and feedback from Potential Clients.

7. Connection Fee. User hereby authorizes Aspiring Media Solutions to deduct each Connection Fee from the User's Deposit account. User is responsible for payment of the Connection Fee for all Connections delivered to User's email address and telephone number of record, regardless of whether User services the customer. In the event that someone other than User accepts a Connection delivered to User's telephone number or calendar application of record, User will be deemed to have accepted the Connection.

8. Resale of Connections. Once delivered to the User, aspiring media solutions shall potentially resell, convey, or otherwise redeliver a Connection to another Client in the same Practice Area and Territory, for additional services and help unless that Potential Client makes an additional request not to be connected to others for additional service. In the event that a consumer complains to Aspiring Media Solutions about User's Paid Services, the complaint will be considered a new request by consumer to be connected to a different Client in the network, at which time Aspiring Media Solutions may deliver the Connection to another Client.

9. Replenishment Charge. When the balance of the Deposit reaches 20% of the original amount or less, Aspiring Media Solutions shall apply another charge to User's credit card in order to restore the Deposit to the original amount (hereinafter "Replenishment Charge"). Aspiring Media Solutions will continue to charge the Replenishment Charge until you terminate your subscription or account. Aspiring Media Solutions may send a reminder email to the email address of record for your account before Aspiring Media Solutions deducts the Replenishment Charge. The User acknowledges and agrees that this notice is provided as a courtesy only, and Aspiring Media Solutions is not obligated or required to provide such notice. You acknowledge and agree that:

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1. your failure to read,
2. your inability to receive, or
3. the failure of Aspiring Media Solutions to send the email does not create any liability on the part of Aspiring Media Solutions or any third-party service provider.

10. General Changes. Aspiring Media Solutions may change, modify, add, remove, suspend, cancel or discontinue any aspect of the Paid Service, including the functionality, content, and/or availability of any features of the Paid Service, at any time in the sole discretion of Aspiring Media Solutions. We may also impose limits on certain features and services or restrict your access to all or part of the Dashboard without notice or liability at any time.

11. Changes to Terms. Aspiring Media Solutions reserves the right to modify these Local Terms at any time for any reason. Upon the next occasion in which User logs in to and accesses the Dashboard, User will be required to accept the updated Local Terms. Notwithstanding Section 16(b) below, failure to agree to such changes will result in the termination of this Agreement.

12. Authority to Practice Business. User is validly licensed or authorized by and in good standing with each applicable state association, governmental agency, and regulatory body in each Practice Area and Territory in

which the User purchases Paid Services, where applicable law requires as license, certification, registration or other authorization for the business.

13. User Responsibility to Provide Accurate and Updated Information. It is User's sole responsibility to update the Dashboard or contact Aspiring Media Solutions with changes to User's email address and telephone number. User acknowledges that Aspiring Media Solutions is not responsible for costs incurred as a result of User's failure to update or provide accurate contact information to Aspiring Media Solutions.

14. Fee Disputes. User understands and agrees that all questions of accounting, balances, and the validity of any given Connection shall be determined exclusively by Aspiring Media Solutions in its reasonable discretion based on the information provided through the Dashboard.

15. User agrees and acknowledges that the bid constitutes a reasonable cost of advertising and/or consulting services where applicable.

16. Termination. This Agreement is valid and effective until terminated by either party as set forth below.

1. By Aspiring Media Solutions. Aspiring Media Solutions may terminate your use of all or part of the Paid Services at any time in its sole discretion; provided, however, that, as your sole remedy, we will refund to you the balance of the Deposit if there is a balance remaining on file. Your right to use the Paid Service is subject to any limits established by Aspiring Media Solutions or by your payment method provider. If a charge made to your credit card is declined, Aspiring Media Solutions may suspend your access to such Paid Service and make up to five attempts to bill that card over a 30 day period.
2. By appointed Power of Attorney that can provide documentation of said authority.
3. By User. User may terminate for any reason, without penalty, by providing 30 days' prior written notice unless Aspiring Media Solutions specifies otherwise. To terminate this Agreement and receive a refund of the balance of your Deposit, you must notify Aspiring Media Solutions via email at info@AspiringMediaSolutions.com or notification to any Aspiring Media Solutions Account Management team member via writing that has been acknowledged, and the user, has received written correspondence back from account management confirming cancellation. When Aspiring Media Solutions receives your notice of termination, no further Replenishment Charges will be automatically charged to your method of payment after the 30 day cancellation period. Aspiring Media Solutions will continue to deliver Connections to you for a period of 30 days or until your Deposit is less than your Bid, whichever comes first, unless you indicate you no longer wish to receive Connections. Aspiring Media Solutions will refund the balance of your Deposit within three weeks after this 30 day period. Time to receive refunds solely depends on the banking and financial institutions process and policies once executed by Aspiring MS. Inc. User may suspend Paid Services at any time by contacting Aspiring Media Solutions.

17. No Minimum or Exclusivity. Participating in the marketing arrangement described in these Terms does not guarantee the User a minimum number of Connections, nor does it grant the User any exclusive right to Connections for the Territory or Practice Area selected by the User.

18. User Information. All information provided by the User through the Dashboard shall remain the sole property of the User unless you are notified specifically in advance. The User, not Aspiring Media Solutions, has the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of your information, and Aspiring Media Solutions is not be responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any such information. Aspiring Media Solutions reserves the right to withhold, remove, and/or discard your information without notice for any breach of these terms. On termination, your right to access or use the Dashboard and Aspiring Media Solutions will have no obligation to maintain or forward any of your information.

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19. **No Guarantee.** Aspiring Media Solutions makes no representation that Connections will result in engagement or hiring of User by Aspiring Media Solutions customers.

20. **No warranty.** Aspiring media solutions specifically disclaims any warranty regarding the quality or outcome of connections. Except as prohibited by law, the client will hold aspiring media solutions and its officers, directors, employees, and agents harmless for any indirect, punitive, special, incidental, or consequential damage, however it arises (including clients' fees and all related costs and expenses of litigation and arbitration, or at trial or on appeal, if any, whether or not litigation or arbitration is instituted), whether in an action of contract, negligence, or other tortious action, or arising out of or in connection with this agreement, including without limitation any claim for personal injury or property damage, arising from this agreement and any violation by me of any federal, state, or local laws, statutes, rules, or regulations, even if aspiring media solutions has been previously advised of the possibility of such damage. Except as prohibited by law, if there is liability found on the part of aspiring media solutions, it will be limited to the amount paid for the products and/or services and under no circumstances will there be consequential or punitive damages. Some states do not allow the exclusion or limitation of punitive, incidental or consequential damages, so the prior limitation or exclusion may not apply to the client.

21. **Assignment.** User may not assign this Agreement nor any rights or obligations under this Agreement, in whole or in part, to any third party without Aspiring Media Solutions 's prior written consent and approval. Aspiring Media Solutions may, without consent of the User, assign, subcontract, and delegate any part of this Agreement to a subsidiary or parent company or in connection with a merger, consolidation, sale of all or substantially all of its assets to another entity. The terms and conditions of this Agreement bind and inure to the benefit of each party's respective successors and permitted assigns.

22. **Relationship of the Parties.** User and Aspiring Media Solutions are independent contractors under this Agreement, and nothing shall be construed to create a partnership, joint venture, franchise, employment or agency relationship between User and Aspiring Media Solutions. Neither party has authority to enter into agreements of any kind on behalf of the other party. Each party is solely responsible for the operation and management of its business, generally, and nothing in this Agreement is intended or should be construed to create any obligation or liability for either party with respect to any aspect of the operation of the other's business.

23. **Indemnification.** User agrees to protect, defend, indemnify, and hold Aspiring Media Solutions harmless from any and all claims, causes of actions, liabilities, judgments, penalties, losses, costs, damages, expenses (including Clients' fees and all related costs and expenses of litigation at arbitration, or at trial or on any appeal, if any, whether or not litigation or arbitration is instituted) suffered or incurred by us, including, without limitation, any claim for personal injury or property damage arising from this Agreement. For purposes of this Agreement, the indemnified parties include Aspiring Media Solutions and its owners, affiliates, subsidiaries, parents, shareholders, members, successors and assigns, representatives, franchisees, officers, directors, agents, Clients, and employees.

24. **Programs.** Customer authorizes Aspiring MS Inc and its affiliates to place Customer's advertising materials, feed data, and technology (collectively, "Ads" or "Creative") on any content or property (each a "Property") provided by Aspiring MS Inc or its affiliates on behalf of Aspiring MS Inc or, as applicable, a third party ("Partner"). Customer is solely responsible for all: (i) Ads, (ii) Ads trafficking or targeting decisions (e.g., keywords) ("Targets"), (iii) destinations to which Ads direct viewers (e.g., landing pages, mobile applications) along with the related URLs, waypoints, and redirects ("Destinations"), and (iv) services and products advertised on Destinations (collectively, "Services"). The Program is an advertising platform on which Customer authorizes Aspiring MS Inc and its affiliates to use automated tools to format Ads. Aspiring MS Inc and its affiliates may also make available to Customer certain optional Program features to assist Customer with the selection or generation of Targets, Ads, or Destinations. Customer is not required to authorize use of these optional features and, as applicable, may opt-in to or opt-out of usage of these features. However, if Customer uses these features, then Customer will be solely responsible for the Targets, Ads, and Destinations. Aspiring MS Inc and

its affiliates or Partners may reject or remove a specific Target, Ad, or Destination at any time for any reason. For example an Ad or Target may be rejected or removed by Aspiring MS Inc if it violates the Policies or if Aspiring MS Inc believes the Ad or Target would expose Aspiring MS Inc or a Partner to liability. Aspiring MS Inc and its affiliates may modify or cancel Programs at any time. Aspiring MS Inc. will optimize Customer campaigns to drive the most relevant traffic per the campaigns and from time to time increase and decrease “CPL” costs per lead depending on market fluctuation. Changes will only be made in the best interest of client(s) to deliver results and requested traffic per the Advertising channels, Affiliates and Partners. Customer acknowledges that Aspiring MS Inc or its affiliates may participate in Program auctions in support of its own services and products. Some Program features are identified as “Beta” or as otherwise unsupported or confidential (collectively, “Beta Features”). Customer may not disclose any information from Beta Features or the terms or existence of any non-public Beta Features.

25. Ad Serving. (a) Customer will not provide Ads that contain or connect to malware, spyware, unwanted software or any other malicious code or knowingly breach or circumvent any Program security measure. (b) Customer may utilize an Ad server solely for serving or tracking Ads under Programs that permit third-party Ad serving and only if the Ad server has been authorized by Aspiring MS Inc to participate in the Program. Aspiring MS Inc will implement Customer’s Ad server tags so that they are functional. (c) For online display Ad impressions billed on a CPM or vCPM basis (“Display Ads”), if Aspiring MS Inc’s applicable impression count (“IC”) for a Program is higher than Customer’s third-party Ad server (“3PAS”) IC by more than 10% over the invoice period, Customer will facilitate reconciliation efforts between Aspiring MS Inc and 3PAS. If this discrepancy is not resolved, Customer’s must make a claim within 60 days after the invoice date (“Claim Period”). If Aspiring MS Inc determines that the claim is valid, then subject to Section 9(b), Aspiring MS Inc will issue to Customer advertising credits equal to (90% of Aspiring MS Inc’s IC minus 3PAS’s IC), multiplied by Aspiring MS Inc’s reported campaign average CPM or vCPM, as applicable, over the invoice period. Any advertising credits issued must be used by Customer within 60 days of issuance (“Use-By Date”) and Aspiring MS Inc may suspend Customer’s permission to utilize that 3PAS provider and may suspend the effectiveness of the discrepancy-resolution provisions of this Section for that 3PAS provider. Metrics from 3PAS whose Ad server tags are provided to Aspiring MS Inc will be used in the above discrepancy-resolution calculations. Aspiring MS Inc may require that discrepancy records be provided directly by 3PAS to Aspiring MS Inc. Customer will not be credited for discrepancies caused by 3PAS’s inability to serve Ads.

24. Dispute resolution by binding arbitration

Please read this carefully. It affects your rights.

Summary:

This Dispute Resolution by Binding Arbitration provision supersedes and replaces the Dispute Resolution by Binding Arbitration agreement in Aspiring Media Solutions ‘s Terms of Use and Terms of Service for all Aspiring Media Solutions Local Users. Most customer concerns can be resolved quickly and to the customer’s satisfaction by calling our Customer Care Center

at 317-458-2908. In the unlikely event that the Customer Care Center is unable to resolve your complaint to your satisfaction (or if Aspiring Media Solutions has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or in small claims court rather than in a court of general jurisdiction. Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted.

You may speak with independent counsel before using this Site or completing any bid.

(a) Arbitration Agreement:

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Aspiring Media Solutions and you agree to arbitrate all disputes and claims between us before a single arbitrator. The types of disputes and claims we agree to arbitrate are intended to be broadly interpreted. It applies, without limitation, to:

1. claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
2. claims that arose before these or any prior Terms (including, but not limited to, claims relating to advertising);
3. claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
4. claims that may arise after the termination of these Terms.