

Terms and Condition

This term of service constitutes a legal agreement between you ("you" or "User") and **WillPowered** and its affiliates, parents, and subsidiaries (collectively, "**WillPowered**" "**Aspirant: Your Local Services**" or "us"). This Agreement governs your use of our services and platform that facilitates communications between Users offered through our website located at **www.aspirant.app**, as it may be modified, relocated and/or redirected from time to time (the "**Site**"), and the mobile applications offered by us (the "**Aspirant: Your Local Services**"). Our services, platform, Site and Apps are collectively referred to as the "**WillPowered Platform**".

These Terms of Use, together with the privacy policy available at www.aspirant.app ("**Privacy Policy**") and the rules, policies, terms and conditions set forth in, referred to and/or linked herein, all of which are incorporated herein by reference, are, collectively, the "**Agreement**".

IMPORTANT: PLEASE REVIEW THE MUTUAL ARBITRATION PROVISION IN SECTION 14 AND THE AUTOMATIC RENEWAL AND CANCELLATION PROVISIONS IN SECTIONS 3 AND 4.

By accessing, using or registering with the WillPowered Platform or any portions thereof, you hereby expressly acknowledge and agree to be bound by the terms and conditions of this Agreement, and any future amendments and additions to this Agreement as we may publish from time to time. Please read this Agreement carefully.

IF YOU DO NOT AGREE TO ACCEPT AND BE BOUND BY THIS AGREEMENT, YOU MUST IMMEDIATELY STOP USING THE WILLPOWERED PLATFORM.

WillPowered's acceptance is expressly conditioned upon your assent to this Agreement in its entirety. If this Agreement is considered to be an offer by us, acceptance is expressly limited to this Agreement.

By using the WillPowered Platform, you represent and warrant that:

- (i) you are at least 18 years old, are at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts; and
- (ii) you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will so abide. Where you enter into this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement.

- (iii) Your agreement that the technology for the WillPowered Platform is provided “as is” and without warranty (Section 12).
- (iv) Your agreement that WillPowered provides no warranty and has no liability regarding User action on the WillPowered Platform or the performance of Tasks (Section 12).
- (v) Your acknowledgment and agreement that WillPowered does not supervise, scope, direct, control, or monitor a Contractor’s work and the Tasks performed (Section 1).
- (vi) Your acknowledgement and agreement that Customer are solely responsible for determining if the Contractor they hire is qualified to perform the Task (Sections 1)
- (vii) Your acknowledgement and agreement that Contractors are independent contractors of Customer and not employees, independent contractors or service providers of WillPowered (Section 1).
- (viii) Your agreement to hold harmless and indemnify WillPowered from claims due to your use or inability to use the WillPowered Platform or content submitted from your account to the WillPowered Platform (Section 14).
- (ix) You agree that getting and receiving payment for project/work is strictly through WillPowered Platform, any attempt to do otherwise will lead to ban without prior notice.
- (x) You agree that making any adjustment to deals either extension or increase or decrease must be done through WillPowered Platform, otherwise will lead to ban without prior notice.

1. The WillPowered Platform Connects Contractors and Customer

The WillPowered Platform is a mobile Application which enables connections between Customer and Contractors. “**Customer**” are individuals and/or businesses seeking to obtain short-term services (“**Tasks**”) from Contractors and are therefore customer of Contractors, and “**Contractors**” are businesses seeking to perform Tasks for Customer. Customer and Contractors together are hereinafter referred to as “**Users.**” If you agree on the terms of a Task with another User, you and such other User form a Service Agreement directly between the two of you as set forth in more detail in Section 3 below.

CONTRACTORS ARE INDEPENDENT BUSINESS OWNERS. CONTRACTORS ARE INDEPENDENT CONTRACTORS OF CUSTOMER AND NOT EMPLOYEES, PARTNERS, REPRESENTATIVES, AGENTS, JOINT VENTURERS, INDEPENDENT CONTRACTORS OR FRANCHISEES OF WILLPOWERED. WILLPOWERED DOES NOT PERFORM TASKS AND DOES NOT EMPLOY INDIVIDUALS TO PERFORM TASKS. BY CONNECTING PEOPLE AND BUSINESSES SEEKING SERVICES WITH SERVICE PROVIDERS, WILLPOWERED OPERATES AS AN ONLINE MARKETPLACE THAT CONNECTS CUSTOMER WITH SERVICE PROVIDERS (CONTRACTORS) WHO WISH TO PERFORM A VARIETY OF TASKS.

USERS HEREBY ACKNOWLEDGE THAT WILLPOWERED DOES NOT SUPERVISE, SCOPE, DIRECT, CONTROL OR MONITOR A CONTRACTOR'S WORK AND EXPRESSLY DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ANY RESPONSIBILITY AND LIABILITY FOR THE WORK PERFORMED AND THE TASKS IN ANY MANNER, INCLUDING BUT NOT LIMITED TO A WARRANTY OR CONDITION OF GOOD AND WORKMANLIKE SERVICES, WARRANTY OR CONDITION OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH ANY LAW, STATUTE, ORDINANCE, REGULATION, OR CODE.

Any reference on the WillPowered Platform to a Contractor being licensed or credentialed in some manner, or "badged," "reliable," "reliability rate," "elite," "great value," "background checked," "vetted" (or similar language) designations indicates only that the Contractor has completed a relevant account process or met certain criteria and does not represent anything else. Any such description is not an endorsement, certification or guarantee by WillPowered of such Contractor's skills or qualifications or whether they are licensed, insured, trustworthy, safe or suitable. Instead, any such description is intended to be useful information for Customer to evaluate when they make their own decisions about the identity and suitability of Contractors whom they contact or interact with via the WillPowered Platform.

The WillPowered Platform enables connections between Users for the fulfillment of Tasks. WillPowered is not responsible for the performance or communications of Users, nor does it have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of Tasks, Contractors, or Customer, nor of the integrity, responsibility, competence, qualifications, or any of the actions or omissions whatsoever of any Users, or of any ratings or reviews provided by Users with respect to each other. WillPowered makes no warranties or representations about the suitability, reliability, timeliness, or accuracy of the Tasks requested or services provided by, or the communications of or between, Users identified through the WillPowered Platform, whether in public or private, via on- or off-line interactions, or otherwise howsoever.

2. User Background Checks and User Representations and Warranties User Background Checks

a. Screening and Licensing. FOR CONTRACTORS THAT REGISTER TO USE THE WILLPOWERED PLATFORM IN THEIR INDIVIDUAL CAPACITY, THEIR ID WILL BE CHECKED BY A THIRD PARTY WHEN RECEIVING PAYMENT. THE ID WILL BE CHECKED BEFORE ANY PAYMENT WOULD BE MADE. Each Customer should exercise caution and common sense to protect its personal safety and property, just as you would when interacting with any person whom you do not know. Certain states may require state-level licensing for projects above specified dollar amounts. We recommend you confirm these licensing requirements with the business and the applicable state and local licensing authorities. In some states, licensing may be required by the county or local authority in which the work is being performed. We recommend you confirm these licensing requirements before proceeding with your work. We always recommend that you ask the Contractors to provide you with a copy of their license before starting the work. WILLPOWERED PERFORMS SCREENING SOLELY AT THE TIME THE CONTRACTOR APPLIES TO REGISTER ON THE

WILLPOWERED PLATFORM AND/OR AFTER A CONTRACTOR COMPLETES THEIR FIRST JOB THROUGH THE WILLPOWERED PLATFORM. WILLPOWERED CANNOT AND DOES NOT WARRANT OR REPRESENT THAT A CONTRACTOR'S PROFILE AND BACKGROUND CHECK SCREENING INFORMATION IS UP TO DATE. WILLPOWERED IS UNDER NO OBLIGATION TO UPDATE A CONTRACTOR'S BACKGROUND CHECK OR PROFILE. BY USING THE WILLPOWERED PLATFORM AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE CUSTOMERS AGREES TO HOLD WILLPOWERED FREE FROM THE RESPONSIBILITY FOR ANY LIABILITY OR DAMAGE THAT MIGHT ARISE OUT OF THE CONTRACTOR SERVICES. WILLPOWERED IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER INCLUDING CONTRACTOR, AND WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH ANY CONTRACTOR SERVICES.

2. Personal Information:

a. Communication

By using the WillPowered Platform, you expressly consent and agree to accept and receive communications from us, including via fax, text (SMS) messages, calls, push notifications and other reasonable means at any of your contact numbers or addresses, even if you are listed on any federal, state, provincial or other applicable "Do Not Call" list, in order that we may provide the services set forth on the WillPowered Platform, to service your account, to reasonably address matters pertaining to your account, including but not limited to notifying you of, or confirming, appointments that you have scheduled, or for other purposes reasonably related to your service request and our business, including marketing related communications.

b. How long to keep your Photos

By uploading/submitting your photograph to WillPowered Platform or by otherwise agreeing to our use of a photos according to these terms and the terms of our privacy policy, you agree that WillPowered Platform may make a decision on how long to keep your photos and when they will be deleted. It may be deleted after a deal is done or canceled.

3. Payments; Recurring Services and Recurring Charges:

- a. Payments. Customer are obligated to pay in advance for those Contractors they obtain through the WillPowered Platform ("**Payments**"). Prior to the scheduled Contractor Service, we will charge the Client's credit card according to the amount the Client has agreed to on the WillPowered Platform with respect to those Contractors, the Client has ordered, and for all purchases and payments for reimbursement costs, fees, expenses or applicable taxes associated with a Contractor Service, and the Client hereby authorizes us to charge the credit card on file in the Client's WillPowered Platform account for such amounts. We will use third party services to process credit card information. By accepting this Agreement, you are giving WillPowered (or a third-party payment processor on WillPowered's behalf permission to charge your on-file credit card, debit card, or other approved methods of payment for fees that you owe WillPowered. Depending on the transaction you selected or services requested, WillPowered may

charge you on a one-time or recurring basis. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Contractors must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with WillPowered at the prices in effect when such charges are incurred. We retain the right, in our sole discretion, to place a hold on the Client's credit card for an ordered or completed Contractor Service transaction. Seventy-two (72) hours after a Contractor Service is completed, if there is no complaint by the Client, we will mark the Contractor Service as closed. All Payments by Customer must be made through the WillPowered Platform.

- b. Price. The price for a Contractor Service ("**Price**") depends on factors, such as location and how frequently a Contractor Service is ordered, and payment terms may increase. Therefore, the same Contractor Service may cost more in a different location or if the Contractor Service is ordered less frequently. However, you will be notified prior to any such payment increase with sufficient notice to enable you to cancel the Recurrent Service as set forth herein.
- c. Recurrent Service with Automatic Renewal and Recurring Charges.
 - (i) **Recurring Service:** When requesting certain Contractors, Customer may have the option of choosing that the Contractor Service be repeated on a regular basis ("**Recurrent Service**"). For example, a client may choose that a car service be performed every two weeks. When a client chooses a Recurrent Service, the WillPowered Platform will automatically schedule that Recurrent Service to occur on future dates indefinitely at the frequency requested by Client. WillPowered cannot guarantee that the same Contractor will be available for each Recurrent Service appointment or that Recurrent Service appointments will not be canceled.
 - (ii) **Billing, Recurring Charges And Automatic Renewal:** When a client signs up for a Recurring Service, client will be charged immediately for the initial booking. Thereafter, client's agreement to pay for the Contractor Service will automatically renew and Client's credit card will be charged the same non-promotional amount, as originally disclosed to Client at the time of signing up for the recurring service, in advance of each automatically scheduled contractor appointment, as well as for any applicable cancellation fees and taxes.
 - (iii) **Cancellation of Automatically Renewing Recurring Service:** Customer may cancel the automatically renewing Recurrent Service AT ANY TIME by visiting the WillPowered Help Center at info@aspirant.app. Customer must cancel more than twenty-four hours prior to their next Contractor Service in order to avoid being charged cancellation fees and/or for their next Contractor Service pursuant to WillPowered's cancellation policy as set forth in section 4(e).

- d. WillPowered Happiness Pledge: The WillPowered Happiness pledge applicable to the country where the Task is being performed. Contractors determine which categories they are qualified to task in, and scope the Task directly with their customer. WillPowered does not oversee, monitor or direct how a Contractor performs a Task, does not monitor Tasks or chat threads between Users, and does not otherwise assume responsibility for the actions of Users. Customer are advised to confirm with their Contractor that s/he is qualified to perform the Task prior to the Task taking place. WillPowered is not liable for the acts or omissions of Users, nor does WillPowered provide insurance against any losses sustained by Users. That said, WillPowered wants Users to be happy about their experience using the WillPowered Platform and the Happiness Pledge is in place to encourage continued use of the WillPowered Platform. Payments made under the Happiness Pledge are made at WillPowered's sole discretion, and are subject to certain conditions, limitations and exclusions, as described in the Happiness Pledge. The Happiness Pledge does not supersede any of the terms set forth in these Terms of Service or the Privacy Policy, including any of the limitations on liability set forth in these Terms of Service. In the unlikely event of a conflict with the Happiness Pledge, these Terms of Service prevail over any contrary interpretation of the Happiness Pledge. The Happiness Pledge is not insurance and WillPowered is not an insurer, as such terms are generally understood for regulatory purposes.

4. Term and Termination; Cancellation of Contractors;

- a. Term. This Agreement shall continue in full force and effect until such time as it is terminated by you or by us.
- b. Termination by WillPowered. We may terminate this Agreement or terminate or suspend your right to use the WillPowered Platform at any time for any or no reason (including, without limitation, in the event that we believe that you have breached this Agreement or any policy posted on the WillPowered Platform, or if we otherwise find that you have engaged in inappropriate and/or offensive behavior (collectively, "**Prohibited Conduct**") by providing you with written or email notice of such termination to the physical or email address you have provided us, and termination will be effective immediately upon such notice. Except in the event that we terminate or suspend your right to use the WillPowered Platform due to any Prohibited Conduct, we will refund in full any payments for Contractors that have not been performed or completed. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress. When terminating your account, WillPowered may delete the account and all the information in it. You have no ownership rights to your account.

- c. Termination by You. You may terminate this Agreement by completely and permanently ceasing to use the WillPowered Platform (provided that there are no outstanding Contractors ordered under your password or account) and by closing any account you have opened on the WillPowered Platform. If you attempt to terminate this Agreement while there are still outstanding Contractors ordered under your password or account, this Agreement shall not terminate until such Contractors have been performed or otherwise canceled as permitted by WillPowered.

5. No Employment. WillPowered provides a software platform which allows you to obtain certain home services by completed by independent Contractors, who create a direct contract with you by accepting your request for Contractors subject to further negotiation of terms between you and the client. WillPowered is not the employer of any Contractors and Takers are not WillPowered's agents for any purpose whatsoever. You acknowledge that we do not supervise, direct, or control a Contractor's work or in any manner.

6. Intellectual Property Rights.

The WillPowered Platform, and the information, data, content and materials, which it contains ("**WillPowered Materials**"), are the property of WillPowered and/or its affiliates, subsidiaries, parents and licensors, excluding User-generated content, which WillPowered has a right to use as described below. The WillPowered Materials are protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions, and other intellectual property laws. WillPowered and/or its affiliates, subsidiaries, parents and licensors are and shall continue to be the sole and exclusive owner of all right, title and interest in and to all intellectual property rights associated with the WillPowered Materials. Any use of WillPowered Materials, other than as expressly permitted herein, is prohibited without the prior permission of WillPowered and/or the relevant right holder. The service marks and trademarks of WillPowered, including without limitation www.aspirant.app and the WillPowered logo are service marks owned by WillPowered. Any other trademarks, service marks, logos and/or trade names appearing on the WillPowered Platform are the property of their respective owners. You may not copy or use any of the marks, logos or trade names appearing on the WillPowered Platform without the express prior written consent of the owner.

7. Copyright Complaints and Copyright Agent.

WillPowered respects the intellectual property of others, and expects Users to do the same. WillPowered will respond to properly submitted notices of alleged copyright infringement that comply with applicable law. In the event that a person or entity has a good faith belief that any materials provided on or in connection with the WillPowered Platform infringe upon that person's or entity's copyright or other intellectual property right (such person or entity, a "**Complainant**") and sends to WillPowered a properly submitted copyright notice as indicated below, WillPowered will investigate, and if it determines, in its discretion, that the material is infringing, WillPowered will remove the content and may terminate the access of the User who posted such content to the WillPowered Platform in the case of repeat infringers. All notices claiming an infringement of copyright rights must contain the following:

- (i) Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers, or a statement concerning the Complainant's ownership of the work, should be included.
- (ii) A statement specifically identifying the location of the infringing material, with enough detail that WillPowered may find it on the WillPowered Platform. Please note: it is not sufficient to merely provide a top level URL.
- (iii) The complete name, address, telephone number and email address of Complainant.
- (iv) A statement that Complainant has a good faith belief that the use of the allegedly infringing material is not authorized by the owner of the rights, or its agents, or by law.
- (v) A statement that the information contained in the notification is accurate, and under the penalty of perjury, Complainant is authorized to act on behalf of the owner of the copyright or other property rights that are allegedly infringed; (vi) A physical or electronic signature of a person authorized to act on behalf of the owner of the intellectual property rights that are allegedly being infringed.

8. The App / Mobile Devices

- a. The WillPowered Platform may allow you to access our services, download our Apps, upload content to the WillPowered Platform, and receive messages on your mobile device (collectively "**Mobile Features**"). Your mobile device carrier may prohibit or restrict certain Mobile Features and certain Mobile Features may be incompatible with your mobile device carrier or mobile device. In addition, your mobile device carrier may charge you for standard messaging, data, and other fees to participate in Mobile Features. We have no responsibility or liability for any fees or charges you incur when using the Mobile Features. You should check with your mobile device carrier to find out whether any fees or charges will apply, what plans are available and how much they cost. You should also contact your mobile device carrier with any other questions regarding these issues.
- b. You acknowledge that your use of the Apps is subject to any terms set forth in the terms of service of the third party providing the mobile device on which the App operates (e.g., Apple iOS or Android).

9. Notice for California Users

If you are a California resident, you may have these Terms mailed to you electronically by sending a letter to the address above with your electronic mail address and a request for these Terms. Under California Civil Code Section 1789.3, California Website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

10. Notice Regarding Apple

Apple, Inc. and Other Third-Party Beneficiaries. You acknowledge and agree that Apple, Inc. ("Apple") and its subsidiaries are third-party beneficiaries of this Agreement and further that (a) upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party; (b) this Agreement is conducted between you and Dolly only, and not Apple; (c) Dolly, and not Apple, is solely responsible for the Software and the content thereof; (d) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Software; (e) to the maximum extent permitted by applicable law, Apple will have no warranty obligation with respect to the Software; and Dolly, and not Apple, will be responsible for any claims, losses, liabilities, damages, costs or expenses attributable to any failure of the Software to conform to any applicable warranty; (f) in the event of any third party claim that the Software or your possession and use of that Software infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim; and (g) Apple will not be responsible for addressing any of your claims or any third party claims relating to the Software or your possession and/or use of the Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

11. Confidentiality.

The term "**Confidential Information**" shall mean any and all of WillPowered's trade secrets, confidential and proprietary information, personal information and all other information and data of WillPowered that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. The WillPowered Platform contains secured components that are accessible only to those who have been granted a username and password by WillPowered. Information contained within the secure components of the WillPowered Platform is confidential and proprietary. You acknowledge that Confidential Information (as hereinafter defined) is a valuable, special and unique asset of WillPowered and agree that you will not use Confidential Information other than as necessary for you to make use of the WillPowered Platform as expressly permitted by this Agreement and only during the term of this Agreement. You will not disclose or transfer (or seek to induce others to disclose or transfer) any Confidential Information for any purpose. You shall promptly notify WillPowered in writing of any circumstances, which may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall implement reasonable technical, physical and administrative safeguards to protect Confidential Information from loss or theft, as well as unauthorized access, disclosure, copying, transfer, modification or use. You shall return all originals and any copies of any and all materials containing Confidential Information to WillPowered upon termination of this Agreement for any reason whatsoever.

12. Disclaimer of Warranties; Limitation on Liability.

a. USE OF THE WILLPOWERED PLATFORM IS ENTIRELY AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE WILLPOWERED PLATFORM IS PROVIDED ON AN "AS IS" BASIS WITHOUT

WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR OR GENERAL PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, NEITHER WILLPOWERED NOR ITS AFFILIATES, PARENTS, SUBSIDIARIES OR LICENSORS WARRANT THAT THE WILLPOWERED PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO ANY CONTENT AVAILABLE IN OR THROUGH THE WILLPOWERED PLATFORM; NOR DO THEY MAKE ANY WARRANTY AS TO ANY CONTRACTOR'S REGISTRATION, CONTRACTOR ACCREDITATION OR LICENSE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WILLPOWERED PLATFORM, OR AS TO THE TIMELINESS, ACCURACY, RELIABILITY, QUALITY, SUITABILITY, SAFETY, COMPLETENESS OR CONTENT OF THE SERVICES, CONTRACTORS, ANY PRODUCTS, MERCHANDISE, CONTENT, INFORMATION OR MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF THE WILLPOWERED PLATFORM OR THIS AGREEMENT. ACCESS TO THE WILLPOWERED PLATFORM IS PROVIDED FREE OF CHARGE AS A COURTESY. NEITHER WILLPOWERED NOR ITS AFFILIATES, PARENTS, SUBSIDIARIES OR LICENSORS ARE RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE WILLPOWERED PLATFORM. NEITHER WILLPOWERED NOR ITS AFFILIATES, PARENTS, SUBSIDIARIES OR LICENSORS WARRANT THAT THE WILLPOWERED PLATFORM IS FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. WILLPOWERED AND ITS AFFILIATES, SUBSIDIARIES, PARENTS AND LICENSORS CANNOT AND DO NOT GUARANTEE THAT ANY INFORMATION, PERSONAL OR OTHERWISE, SUPPLIED BY YOU WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS.

b. **NO LIABILITY.** YOU AGREE NOT TO HOLD WILLPOWERED, ITS AFFILIATES, ITS PARENTS, ITS SUBSIDIARIES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS (COLLECTIVELY, "**MEMBERS**") LIABLE FOR ANY DAMAGES, EXPENSES, LOSSES, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, "**LIABILITIES**") THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO YOUR USE OF OR INABILITY TO USE THE WILLPOWERED PLATFORM, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY USER (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT, ACTS OF PHYSICAL VIOLENCE, AND LOSS OR DESTRUCTION OF PERSONAL PROPERTY), SERVICES, ANY DISPUTE WITH ANY USER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY WILLPOWERED OR MEMBERS, AND ANY DESTRUCTION OF YOUR INFORMATION. UNDER NO CIRCUMSTANCES WILL WILLPOWERED OR MEMBERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE WILLPOWERED PLATFORM OR ANY CONTRACTORS OR MERCHANDISE, EVEN IF SUCH PARTIES WERE OR SHOULD HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME. EXCEPT AS EXPRESSLY PERMITTED UNDER THE TERMS OF THE WILLPOWERED'S HAPPINESS PLEDGE, UNDER NO

CIRCUMSTANCES WILL WILLPOWERED OR MEMBERS BE LIABLE FOR ANY DIRECT DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE WILLPOWERED PLATFORM OR ANY CONTRACTORS OR MERCHANDISE, EVEN IF SUCH PARTIES WERE OR SHOULD HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME. EXCEPT AS EXPRESSLY PERMITTED UNDER THE TERMS OF THE WILLPOWERED'S HAPPINESS PLEDGE. WILLPOWERED AND MEMBERS DO NOT ACCEPT ANY LIABILITY WITH RESPECT TO THE QUALITY OR FITNESS OF ANY WORK PERFORMED IN CONNECTION WITH THE WILLPOWERED PLATFORM, THE CONTRACTORS, THE MERCHANDISE OR THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT WILLPOWERED OR MEMBERS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE LESSER OF (1) TOTAL FEES PAID BY YOU TO WILLPOWERED DURING THE SIX (6) MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE. OR (2) THE AMOUNT EXPRESSLY PERMITTED UNDER THE WILLPOWERED HAPPINESS PLEDGE AS SET FORTH IN SECTION 3(d).

c. **RELEASE.** WILLPOWERED AND MEMBERS EXPRESSLY DISCLAIM ANY LIABILITY THAT MAY ARISE BETWEEN USERS OF THE WILLPOWERED PLATFORM. TO THE EXTENT THAT THE WILLPOWERED PLATFORM CONNECTS A USER TO A THIRD PARTY PROVIDER FOR THE PURPOSES OF PROVIDING OR OBTAINING MERCHANDISE HEREUNDER, WILLPOWERED WILL NOT BE RESPONSIBLE FOR ASSESSING THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD PARTY PROVIDERS AND YOU EXPRESSLY WAIVE AND RELEASE WILLPOWERED FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE THIRD PARTY SERVICE PROVIDER. IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE USERS, YOU RELEASE WILLPOWERED AND MEMBERS FROM ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES (ACTUAL, DIRECT OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTE. YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE), WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

d. **ADDITIONAL DISCLAIMER.** YOU UNDERSTAND, THEREFORE, THAT BY USING THE WILLPOWERED PLATFORM, YOU MAY BE EXPOSED TO CONTRACTORS THAT ARE POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL TO MINORS, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE WILLPOWERED PLATFORM, AND SUCH CONTRACTOR, AT YOUR OWN RISK.

NOTHING IN THIS AGREEMENT OR THE WILLPOWERED PLATFORM CONSTITUTES, OR IS MEANT TO CONSTITUTE, ADVICE OF ANY KIND. IF YOU REQUIRE ADVICE IN RELATION TO ANY LEGAL, FINANCIAL OR MEDICAL MATTER YOU SHOULD CONSULT AN APPROPRIATE CONTRACTOR.

BY USING THE WILLPOWERED PLATFORM, YOU AGREE THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS AGREEMENT ARE REASONABLE. IF YOU DO NOT BELIEVE THEY ARE REASONABLE, YOU MUST NOT USE THE WILLPOWERED PLATFORM.

YOU ACCEPT THAT, AS A CORPORATION, WILLPOWERED HAS AN INTEREST IN LIMITING THE PERSONAL LIABILITY OF ITS OFFICERS, DIRECTORS AND EMPLOYEES. YOU AGREE THAT YOU WILL NOT BRING ANY CLAIM PERSONALLY AGAINST WILLPOWERED'S OFFICERS, DIRECTORS OR EMPLOYEES IN CONNECTION WITH ANY DISPUTE, LOSS OR DAMAGE. WITHOUT PREJUDICE TO THE FOREGOING, YOU AGREE THAT THE LIMITATIONS OF WARRANTIES AND LIABILITY SET OUT IN THIS AGREEMENT WILL PROTECT THE WILLPOWERED'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AFFILIATES, PARENTS, SUBSIDIARIES, SUCCESSORS, ASSIGNS AND SUB-CONTRACTORS AS WELL AS WILLPOWERED.

EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY HAS ENTERED INTO THIS AGREEMENT RELYING ON THE LIMITATIONS OF LIABILITY STATED HEREIN AND THAT THOSE LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

13. Indemnification.

You hereby agree to indemnify, defend, and hold harmless WillPowered, its licensors, and each such party's directors, officers, parents, subsidiaries, affiliates, members, employees, agents, attorneys, independent contractors and vendors from and against any and all claims, losses, expenses, liabilities, damages or demands (including attorneys' fees and costs incurred), in connection with or resulting from, directly or indirectly: (i) your use or misuse of or inability to use the WillPowered Platform, any Merchandise and/or any Contractor Service, (ii) your violation of this Agreement, (iii) your violation of any applicable law or regulation; (iv) your violation of the rights of another (including but not limited to Contractors), and (v) Your Information and content that you submit or transmit through the WillPowered Platform. WillPowered reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any such claim or matter without the prior written consent of WillPowered.

14. Mutual Arbitration Agreement.

- a. Informal Negotiations. To expedite resolution and reduce the cost of any dispute, controversy or claim, past, present, or future, between you and WillPowered, including without limitation any dispute or claim related to or arising out of this Agreement ("**Dispute**"), you and WillPowered may attempt to negotiate any Dispute informally

(the "**Informal Negotiations**") before initiating any arbitration or court proceeding. Such Informal Negotiations will commence upon written notice. Your address for any notices under this section is your email address and/or physical address that you have provided to WillPowered. WillPowered's address for such notices is: info@aspirant.app.

- b. Arbitration. If a Dispute is not resolved through Informal Negotiations, you and WillPowered agree to resolve any and all Disputes (except those Disputes expressly excluded below) through final and binding arbitration ("**Arbitration Agreement**"). This Arbitration Agreement shall be governed by the Federal Arbitration Act and evidences a transaction involving commerce. The arbitration will be commenced and conducted before a single arbitrator under the Commercial Arbitration Rules (the "**AAA Rules**") of the American Arbitration Association ("**AAA**") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("**AAA Consumer Rules**"), both of which are available at the AAA website (www.adr.org). Your arbitration fees and your share of arbitrator compensation will be governed by the AAA Rules (and, where appropriate, limited by the AAA Consumer Rules). If you are unable to pay such costs, WillPowered will pay all arbitration fees and expenses. Each party will pay the fees for his/her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. The arbitrator will make a decision in writing. Additionally, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement. However, the preceding sentence shall not apply to the "Class Action Waiver" described in Section d below.
- c. Excluded Disputes. You and WillPowered agree that the following Disputes are excluded from this Arbitration Agreement: (1) any Dispute seeking to enforce or protect, or concerning the validity of, any of your or our intellectual property rights; (2) individual claims in small claims court; (3) any claim that an applicable federal statute expressly states cannot be arbitrated; and (4) any claim for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided in this Arbitration Agreement may be rendered ineffectual.
- d. Waiver of Right To Be A Plaintiff Or Class Member In A Class Action. You and WillPowered agree to bring any Dispute in arbitration on an individual basis only, and not as a class or collective action. There will be no right or authority for any Dispute to be brought, heard or arbitrated as a class or collective action ("**Class Action Waiver**"). Regardless of anything else in this Arbitration Agreement and/or the applicable AAA Rules or AAA Consumer Rules, the interpretation, applicability, enforceability or formation of the Class Action Waiver may only be determined by a court and not an arbitrator.
- e. Rules/Standards Governing Arbitration Proceeding. A party who wishes to arbitrate a Dispute covered by this Arbitration Agreement must initiate an arbitration proceeding no later than the expiration of the statute of limitations that applicable law prescribes for the claim asserted. The arbitrator shall apply the statute of limitations that would have applied if the Dispute had been brought in court. The arbitrator may award any remedy to which a party is entitled under applicable law, but remedies shall be limited to those that would be available to a party in their individual capacity, and no remedies that otherwise would be

available to an individual under applicable law will be forfeited. The arbitrator is without authority to apply any different substantive law. The parties have the right to conduct adequate civil discovery and present witnesses and evidence as needed to present their cases and defenses, and any dispute in this regard shall be decided by the arbitrator. The location of the arbitration proceeding shall take place in the city or county where you reside, unless each party agrees otherwise. A court of competent jurisdiction shall have the authority to enter judgment upon the arbitrator's decision/award.

- f. Severability. You and WillPowered agree that if any portion of this section entitled "Mutual Arbitration Agreement" is found illegal or unenforceable, that portion will be severed and the remainder of this section 19 will be given full force and effect.

15. Governing Law; Jurisdiction. Except for the Arbitration Agreement in Section 16, which is governed by the Federal Arbitration Act and except as may be prohibited by the law of the State in which you primarily reside, this Agreement is governed and interpreted pursuant to the laws of the State of New York, United States of America, notwithstanding any principles of conflicts of law. For all Disputes not subject to arbitration, You agree to submit to the personal and exclusive jurisdiction and venue of the courts located within the county of New York, New York.

16. Assignment.

This Agreement may not be assigned or transferred by you without our prior written approval. We may assign or transfer this Agreement without your consent, including but not limited to assignments: (i) to a parent or subsidiary, (ii) to an acquirer of assets, or (iii) to any other successor or acquirer. Any assignment in violation of this section shall be null and void. This Agreement shall inure to the benefit of permitted successors and assigns.

17. General Provisions.

All provisions that should by their nature survive the expiration or termination of this Agreement, including without limitation, Sections 5, 7 and 11-19, shall so survive. No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement. A failure by us to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right. This Agreement constitutes the entire agreement between you and WillPowered with respect to its subject matter. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will be enforced to the fullest extent possible, and the remaining provisions will remain in full force and effect. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement. You agree that regardless of any statute or law to the contrary, any Dispute, claim or cause of action arising out of or related to this Agreement must be filed within one (1) year after such Dispute, claim or cause of action arose or be forever barred. All notices provided by a party in connection with this Agreement will be deemed given as of the day they are received either by email, messenger, delivery service, or in the U.S. Mail, postage prepaid, certified or registered, return receipt requested, and addressed as follows: Your address for such notices is your email address and/or physical address that you have provided to WillPowered. WillPowered's address for such notices is info@aspirant.app. The captions in this Agreement are solely for convenience and shall not affect the interpretation of this Agreement.

This Agreement shall not be modified except in writing signed by both parties or by means of a new posting by WillPowered, as described below. This Agreement shall be interpreted as if jointly drafted by the parties. WillPowered shall have no liability to you for any failure or delay in performing its obligations in this Agreement where such failure or delay is caused by an event or circumstance beyond WillPowered's reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, failure of Contractors to perform, flood, fire, explosion, acts of terrorism or accident.

18. Changes to this Agreement.

We reserve the right, at our sole and absolute discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this Agreement at any time, effective with or without prior notice. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must terminate, and immediately stop using, the WillPowered Platform. Your continued use of the WillPowered Platform following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes.

19. Severability

These Terms shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

20. Contact Us.

If you have any questions regarding this Agreement, please contact us at info@aspirant.app.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THESE TERMS OF USE AND PRIVACY POLICY, AND AGREE THAT MY USE OF THE WILLPOWERED PLATFORM IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.