

User “Terms and Conditions”

Agreement between User and Advanced Agent Services, Inc.

These Terms and Conditions (the “Agreement” or “Terms and Conditions”) are an agreement between you and Advanced Agent Services, Inc. (AAS) concerning the terms under which Advanced Agent Services, Inc. offers you the information, software, products, documentation, and services contained in or available through AdvancedAgentServices.com, myDREAMware.com, and BankofME.us/myPOLICYmanager.us (collectively the “Services” or the “AAS Websites”). The Services are made up of various web pages operated by Advanced Agent Services, Inc. Its Services are offered to you conditioned on your acceptance of the terms, conditions, and notices contained in this document.

If you do not agree with these “Terms and Conditions”, do not use AdvancedAgentServices.com, myDREAMware.com, or BankofMe.us/myPOLICYmanager.us. (the “AAS Websites”)

“Using” the Services, means doing actions like clicking on links, entering information, creating documents, uploading content, enrolling in an account, or browsing. Your Using the Services constitutes your agreement to all the terms, conditions, and notices contained in this document. This especially includes (a) the liability disclaimer and (b) the arbitration provision and class action waiver. Both of these may affect your rights.

The Services offer general information about insurance matters; but do not provide any advice. Advanced Agent Services, Inc. is not an insurance agency. Neither the staff members nor officers nor Advisors of Advanced Agent Services, Inc. nor the participating insurance agents in the user forums are representing you or acting as an insurance agent. Your Use of the Services does not create an insurance business relationship between you and Advanced Agent Services, Inc. or any of the staff members or officers or insurance agents you may encounter through it. In any insurance or financial matter you undertake through the Services, you are representing yourself.

These “Terms and Conditions” are a Legally Binding Agreement between You and Advanced Agent Services, Inc. If you are acting as an agent of a company or another legal person, such as an officer or other employee acting for your employer, then “you” and “your” mean your principal, the entity or other legal person for whom you are acting. However, importantly, even if you are acting as an agent for another, you may still be personally liable for violation of Federal and State laws, such as copyright infringement.

You intend to be legally bound to these “Terms and Conditions” to the same extent as if Advanced Agent Services, Inc. and you physically signed these “Terms and Conditions”. By creating an account, or otherwise using the Services, you agree to be

bound by the "Terms and Conditions". If you do not agree to all of the terms and conditions contained in these "Terms and Conditions", you may not use the Services. If you do not agree to all of these "Terms and Conditions", then you must promptly cancel out of the account creation portion of the website.

The Services should not be used as a substitute for the advice of a licensed insurance agent, a financial advisor, or a tax advisor.

If any type of relationship is inadvertently formed between you and an Advanced Agent Services, Inc. staff member or officer or an insurance agent participating in the forums, that relationship excludes Advanced Agent Services, Inc. as a participant.

The information provided by the Services is for informational purposes only and does not constitute insurance, financial, or legal advice. It should therefore not be relied upon as such. Because the law changes rapidly, Advanced Agent Services, Inc. cannot guarantee that all the information on the services is current or correct. Not only does the law differ from jurisdiction to jurisdiction, but it also is subject to interpretation by different courts. No general information or financial evaluation tools like the ones the Services provide can fit every circumstance, financial situation, or tax situation. Therefore, if you or a client or prospective client needs financial, tax, or legal advice for a specific problem, that person should consult an appropriate advisor.

Advanced Agent Services, Inc. is not responsible for any loss, injury, claim, liability, or damage related to your use either of the Services or of any site linked to them. Although this is the case for all uses of these sites, we specifically mention here two of the most likely causes: (1) incidents caused by the site being down; and (2) incidents caused by errors or omissions in the content of our site or any other linked sites. In short, your Use of the Services is at your own risk.

YOUR LICENSE TO USE.

As provided in more detail below, these Terms and Conditions grant you: 1) a limited, non-exclusive license to utilize the Services over the Internet (as defined below) ; and 2) a limited, non-exclusive license to use the Services to create an account with unlimited numbers of Clients. Both of these licenses (individually and collectively, the "Licenses") are explained and defined in more detail below and are granted to you on the express condition that, and only for so long as, you fully comply with all terms and conditions of these Terms and Conditions. 3) as part of the Services, an Autoresponder e-mail system is included, as well as e-mail and text (SMS) messaging. These are CAN-SPAM Act of 2003 Compliant and may be Unsubscribed from by Prospects and Clients. Advanced Agent Services, Inc. has a Zero Tolerance for Spamming prospects and clients and if spamming is reported on your Account, it will be immediately suspended pending further communications with you about the infraction. **You may not rent, lease, or transfer access to the Services.**

Note: The Services may make use of intellectual property owned or licensed by others. The terms and conditions upon which any third parties license intellectual property used through or in conjunction with the Services are not part of these Terms and Conditions; so you must obtain such licenses from the respective owners.

Definitions. The following terms have the respective meanings as used in these Terms and Conditions:

"Network Server" means a computer with one or more computer central processing units (CPU's) that operates for the purpose of serving other computers logically or physically connected to it, including, but not limited to, other computers connected to it on an internal network, intranet or the Internet (The Cloud).

"Source Code" shall mean computer software code or programs in human readable format, such as a printed listing of such a program written in a high-level computer language. The term "Source Code" includes, but is not limited to, documents and materials in support of the development effort of the Services, such as flow charts, pseudo code and program notes.

"Web Parts" shall mean reusable server-side software controls that run inside the context of special pages (that is, Web part pages) within a *FormDriver* application. They are the "building blocks" of pages in the Services.

The Services is licensed to you for use in "The Cloud".

In all cases, you may not use Advanced Agent Services, Inc. name, initials or logo nor the *myDREAMware*TM logo nor the *Bank of ME*TM logo, nor other trademarks without the express written consent of Advanced Agent Services, Inc.

You agree that all right, title, and interest in and to the Services (including, but not limited to, any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Services), and any copies of the Services, and any copyrights and other intellectual properties therein or related thereto are owned exclusively by Advanced Agent Services, Inc., except to the limited extent that Advanced Agent Services, Inc. may be the rightful license holder of certain third-party technologies incorporated into the Services. The Services are protected by copyright laws and international treaty provisions. The Services are licensed to you, not sold to you. Advanced Agent Services, Inc. reserves all rights not otherwise expressly and specifically granted to you in these Terms and Conditions.

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Advanced Agent Services, Inc. is not an “insurance agency or insurance agent.”

The following is a particularly important paragraph. Please read it with care.

Advanced Agent Services, Inc. provides a platform for insurance and financial information, self help, and collaboration. The activities of the forums and any information provided by the staff or officers of Advanced Agent Services, Inc. are purely for information purposes and are not guaranteed or warranted to be accurate. It does not constitute an endorsement or approval of any participants in the forums or any other presentations by Advanced Agent Services, Inc. or by subscribers to its services. The opinions expressed by participants in forums, seminars, webinars, and other informational gatherings are not a guarantee of success. **No advisory relationship exists in any way between an Advanced Agent Services, Inc. user and Advanced Agent Services, Inc.** (The term “Advanced Agent Services, Inc.” here includes Advanced Agent Services, Inc.’s parent, subsidiaries, and affiliates.)

Fees and Renewals

From time to time, we may offer different subscription terms: Subscription fees or other terms for such subscriptions may vary. Except as expressly set forth below, subscription fees are non-refundable. To the extent the Service or any portion of it is made available for any fee you agree to pay such fees. You also agree to provide Advanced Agent Services, Inc. information regarding your credit card or other form of payment. You warrant to Advanced Agent Services, Inc. both (1) that such information is true, and (2) that you are authorized to use the payment instrument. **You agree to update your account information promptly with any changes that may occur, including changes either in your billing address or your credit card expiration date.**

Unless you notify us before the renewal date of your subscription that you wish to discontinue the subscription, your paid subscription will automatically renew. At that time, you authorize us to collect the applicable subscription fees, allowing us to use any valid payment source of yours that we have on record.

To avoid problems, you should give forty-five (45) calendar days’ notice of your intent not to renew your subscription(s). During that 45 days of continued access to the Services, you will be charged any agreed to monthly fee. This notice should be given by email to: discontinue@AdvancedAgentServices.com We would appreciate learning the specific reason for the non-renewal and any assistance you may require in effecting the discontinuance.

The 45-day notice period is neither a penalty nor a liquidated damages provision. Rather, it is an alternative option available to you through which you can comply with your obligations and rights under the Terms and Conditions.

To block renewal of a subscription, users must log into their account and select the "Discontinue" button located at the top of the screen and select "Manage Membership". On the following page, select your reason for discontinuing and continue.

Free Trials, Payment, and Refund Policies

From time to time, we may offer free trials of certain Advanced Agent Services, Inc. products and services. The terms and conditions of such free trials will be contained in the offer.

No refund of any amount paid shall be granted under any of the following circumstances: 1) the accurate conversion of a free trial to a paid service; 2) the accurate collection of any fee, whether it be for an active subscription service, or as payment for any product or service.

If you fail to provide an on-time subscription payment, Advanced Agent Services, Inc. reserves the right to block your account.

Please note that terminating your subscription does not affect your ability to access the documents you created on the "AAS Websites" during the 30 days after discontinuance of your subscription. However, if you violate any of Advanced Agent Services, Inc.'s Terms and Conditions, Advanced Agent Services, Inc. reserves the right to terminate your subscription immediately. For this kind of termination, there will be no 45-day notice period; and you will not continue to have access to Advanced Agent Services, Inc.'s website and services. If Advanced Agent Services, Inc. elects to terminate your subscription, you may be entitled to a partial refund of annual subscription fees. Any such refund would be calculated on a "sum of the months' digits" type basis for calculating the amount of an annual subscription that has been earned and is not available for any refund. There would be no refund of any monthly fees paid.

If Advanced Agent Services, Inc. elects to terminate your account, Advanced Agent Services, Inc. will provide you with notice at your registered email address.

In certain instances you may be charged a fee upon a change to your subscription. In addition, Advanced Agent Services, Inc. reserves the right to collect fees from you to cover fees charged to Advanced Agent Services, Inc. or its agents on behalf of your account (i.e. taxes or government fees) and other similar fees. Please note that a state may require your incorporated entity to have a registered agent or an equivalent on file with their department of the Secretary of State.

Modification of these Terms and Conditions

Advanced Agent Services, Inc. reserves the right to change the terms, conditions, and notices under which the Services are offered. **This includes, but is not limited to, the charges associated with the use of its services.** Advanced Agent Services, Inc. will provide you notice of changes to the Terms and Conditions by posting a message on **AdvancedAgentServices.com** that will appear upon your next login to your account.

With two exceptions, any changes to the Terms and Conditions will become effective no earlier than ten (10) calendar days after they are posted. The exceptions: (1) any changes made either for legal reasons or that concern new functions of the Services may be effective immediately; and (2) any changes to the Binding Arbitration and Class Action Waiver section will be effective thirty (30) calendar days after they are posted. Once notice of the modifications has been posted, you will have a period of 10-days in which you can reject the modifications, thereby terminating your subscription.

You understand and agree that your Use of the AAS Websites after the 10-day period shall be treated as acceptance of the modified Terms and Conditions.

Links to third party sites

Some of the content on the AAS Websites, may contain links to other resources and businesses on the Internet, here called "links" or "Linked Sites." Those links are provided for your convenience, as citations and aids to help you identify and locate other Internet resources that may be of interest to you. They are not intended to indicate that Advanced Agent Services, Inc. either sponsors or is legally associated with any of the linked entities; nor is Advanced Agent Services, Inc. legally authorized to use any trade name, registered trademark, logo, official seal, or copyrighted symbol that may appear in the links.

Since the Linked Sites are not under the control of Advanced Agent Services, Inc., Advanced Agent Services, Inc. is not responsible for the contents of any Linked Site. That includes, without limitation, any further link contained in a Linked Site, and any changes or updates to a Linked Site. Advanced Agent Services, Inc. is not responsible for webcasting or for any other form of transmission received from any Linked Site. These Terms and Conditions do not cover your interaction with Linked Sites. You should carefully review the terms and conditions and privacy policies of any third party sites.

Your Privacy

Protecting your privacy is very important to Advanced Agent Services, Inc. Please review our Privacy Policy. It explains how Advanced Agent Services, Inc. treats your personal information and that of your clients and protects your privacy. However, communications between you and a participating insurance agent concerning Advanced Agent Services, Inc.'s forums are not confidential: For quality assurance purposes, and in order to deliver the Services, Advanced Agent Services, Inc. may have access to your communications and data to enforce Terms and Conditions described herein.

Third party services

Certain Services made available via the AAS Websites are delivered by third parties. By using any product, service, or functionality originating from the AAS Websites, you are allowing Advanced Agent Services, Inc. to share information with any third party with whom Advanced Agent Services, Inc. has a pertinent contractual relationship – any information necessary to facilitate its provision of products, services, or functionality to you.

No unlawful or prohibited use

As a condition of your Use of the AAS Websites, you warrant to Advanced Agent Services, Inc. that you will not use the AAS Websites in any of the following ways:

- (1) for purposes that are unlawful, unprofessional, or unethical;
- (2) for purposes prohibited by these Terms and Conditions;
- (3) in any manner which could damage, disable, overburden, or impair the AAS Websites;
- (4) in any manner that could interfere with another party's use and enjoyment of the Websites;
- (5) in any matter that violates state insurance laws, federal or state securities laws, or that represents (in the sole discretion of Advanced Agent Services, Inc.) a breach of ethical or professionals standards for insurance agents;

(6) in any manner that suggests that calculation scenarios being presented to prospects or clients are “guaranteed”, “assured”, “foolproof”, “infallible”, “flawless”, “the best results obtainable”, or other terms that confer on the calculations a quality of certainty or unqualified superiority of outcomes;

(7) in any manner that fails to maximize the benefit to a client while increasing the compensation earned by an insurance agent; or

(8) in any manner that misrepresents the role of Advanced Agent Services, Inc. in making these web-based calculation tools and Services available or that violates at any time any Code of Conduct established by Advanced Agent Services, Inc. regarding the Use of these Services.

You may not hack, “scrape” or “crawl” any of the AAS Websites whether directly or through intermediaries such as spiders, robots, crawlers, scrapers, framing, iframes or RSS feeds, or otherwise access or attempt to access any information that Advanced Agent Services, Inc. has not intentionally made available to you on its website via a subscription you have purchased or a free trial.

All the content found on the AAS Websites (“Advanced Agent Services, Inc. content”) is protected by all applicable intellectual property rights, including copyright. Your Use of the AAS Websites does allow you to share insurance policy illustrations with others but it does not entitle you to resell any Advanced Agent Services, Inc. content or to charge clients or prospects additional fees for their use of any Services without entering into an agreement with Advanced Agent Services, Inc.

Restrictions on Alteration

You may not modify the Software or create any derivative work of the Software or its accompanying documentation or anything in any form whatsoever intended to be used with or in conjunction with the Software. Derivative works include but are not limited to translations. You may not alter any data, image or executable files, databases, data engines, computer software, or similar items customarily used or distributed with computer software products. You may not reproduce the database portion or create any new versions of tables or reports relating to the database portion.

Restrictions on Copying

You may not decompile, “reverse-engineer”, disassemble, or otherwise attempt to derive the source code for the software and Services.

While you may print and share results of analyses with prospects and clients,

you may not copy any part of the Software nor anything in any form whatsoever intended to be used with or in conjunction with the Software, including any revisions, updates and/or upgrades thereto and any associated media, documentation (including physical, electronic and on-line) and printed materials (the "Documentation").

Unlawful or prohibited use of the AAS Websites is subject to Advanced Agent Services, Inc.'s immediate suspension of subscription rights above.

Use of communication services

The AAS Websites may contain a large number of what can be collectively called "Communications Services." These include services like bulletin boards, chat areas, news groups, forums, communities, personal web pages, calendars, or other message facilities designed to enable you to communicate with a specific group or with the public at large. You agree to use the Communication Services only to post, send, and receive messages or materials proper to and related to the particular Communication Service. When using a Communication Service, you agree that you will not do any of the following:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others. (This includes rights like those of privacy and publicity.)
- Publish, post, upload, distribute or disseminate any names, materials, or information that is considered inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful.
- Upload files that contain software or other material protected either by intellectual property laws or by the rights of privacy or publicity. Exceptions: (1) You own or control the necessary rights; or (2) you have received all necessary consents.
- Upload corrupted files, files that contain viruses, or any other files that may damage the operation of another's computer.
- Advertise, offer to sell, or offer to buy anything for business purposes. Exception: You may do this if Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes, or chain letters.
- Download any file posted by another user of a Communication Service that you know (or reasonably should know) cannot be legally distributed in such a manner.
- Falsify or delete in an uploaded file any significant attributions or notices. These include the following:
 1. author attributions;
 2. legal notices;
 3. other proper notices;
 4. proprietary designations
 5. labels of the source of software or other materials.

- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines, which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, without their consent. (This includes e-mail addresses.)
- Violate any applicable laws or regulations.

(The items on this list, despite their order or number, are offered only as representative examples. Any similarly inappropriate acts are equally disallowed.)

Although Advanced Agent Services, Inc. has no obligation to monitor the Communication Services, it reserves the right, in its own discretion, to review and remove materials posted to a Communication Service. Advanced Agent Services, Inc. reserves the right to terminate your access to any of the Communication Services at any time, with notice.

Advanced Agent Services, Inc. reserves the right to disclose information as necessary to satisfy any applicable law, regulation, legal process, or governmental request. It also reserves the right, in its sole discretion, to edit, to remove, or to refuse to post, any materials, in whole or in part.

In using any Communication Service, always use caution when giving out any personal information that could identify yourself or your children. Since Advanced Agent Services, Inc. neither controls nor endorses the content, messages, or information found in any Communication Service, Advanced Agent Services, Inc. specifically disclaims any liability with regard to your interacting with any of the Communication Services. Since managers and hosts are not authorized Advanced Agent Services, Inc. spokespersons, their views do not necessarily reflect those of Advanced Agent Services, Inc.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction, or dissemination. If you download the materials, you are responsible for adhering to such limitations.

Submissions Other Than Documents You Create

Advanced Agent Services, Inc. does not claim ownership of any documents you either create on the AAS Websites or upload and store within your account manager (“Documents”); nor will Advanced Agent Services, Inc. edit any of the Documents. You grant permission for Advanced Agent Services, Inc. (including its affiliated companies and necessary sub-licensees) to use your Documents in connection with providing Services to you, for monitoring how the Services are used by the entire subscriber community, and for anonymous promotion of the concepts behind the Services.

If you provide materials other than Documents – materials called “Submissions” – Advanced Agent Services, Inc. will be entitled to unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise. (Once again, the term “Advanced Agent Services, Inc.” is meant to include all its affiliated companies and necessary sub-licensees.) Examples of Submissions include testimonials, questions, comments, suggestions, ideas, feedback, or information about the Service. You hereby grant Advanced Agent Services, Inc. the right to use your Submissions, in any form, in connection with the operation, promotion, advertising, and marketing of its services. (In technical, legal terms, this right is a “nonexclusive, worldwide, royalty free, fully paid up, transferable, sub-licensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify, and otherwise use your Submissions, using any available technology.”) This may be done without acknowledgment of or compensation to you. Advanced Agent Services, Inc. is under no obligation to post or use any Submission you may provide. It may remove any Submission at any time in its sole discretion.

By providing or posting Documents or any Submissions, you are guaranteeing that you own or otherwise have the right to provide or post such Documents or Submissions. This will be the case whether you are providing, posting, uploading, inputting or submitting the Documents and Submissions.

You acknowledge and agree that Advanced Agent Services, Inc. not only may preserve these Documents and Submissions but may also disclose them if required to do so either by law or in the good faith belief that such preservation or disclosure is reasonably necessary to accomplish any of the following: (a) to comply with legal process, applicable laws or government requests; (b) to enforce these Terms and Conditions; (c) to respond to claims that any content violates the rights of third parties; or (d) to protect the rights, property, or personal safety of Advanced Agent Services, Inc., its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve either of the following: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. You agree that Advanced Agent Services, Inc. has no responsibility or liability if it deletes or fails to store any content maintained or uploaded by the Service.

Termination/access restriction

Advanced Agent Services, Inc. reserves the right, in its sole discretion, to terminate your access to any of the Services, at any time with notice. Advanced Agent Services, Inc. also reserves the right to modify or discontinue, either temporarily or permanently, any part of the Services with notice. You agree that Advanced Agent Services, Inc. will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services.

Disclaimer of Representations and Liability

(Please read this section carefully as it affects your rights)

The information, software, products, and services made available through the AAS Websites may include inaccuracies or typographical errors. Advanced Agent Services, Inc. and/or its suppliers may periodically and at any time make improvements or changes to the AAS Websites. **Information received via the AAS Websites should not be relied upon by anyone for personal, tax, legal, or financial decisions. People using information from the Services should consult an appropriate professional for specific advice tailored to their situation.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS ARE PROVIDED "AS IS" -- WITHOUT WARRANTY OR CONDITION OF ANY KIND. Advanced Agent Services, Inc. and its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained on the AAS Websites for any purpose.

ADVANCED AGENT SERVICES, INC. AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THESE CONTENTS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Advanced Agent Services, Inc. makes no warranty that the Software Product will meet your requirements or operate under your specific conditions of use. Advanced Agent Services, Inc. makes no warranty that operation of the Services will be secure, error free, or free from interruption. YOU MUST DETERMINE WHETHER THE SOFTWARE PRODUCT SUFFICIENTLY MEETS YOUR REQUIREMENTS FOR SECURITY AND UNINTERRUPTABILITY. YOU BEAR SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE SOFTWARE PRODUCT TO MEET YOUR REQUIREMENTS. ADVANCED AGENT SERVICES, INC. WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR THE LOSS OF DATA ON ANY COMPUTER OR INFORMATION STORAGE DEVICE.

Important: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL ADVANCED AGENT SERVICES, INC., ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, ADVISORS, OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS OR LOSS OF BUSINESS) RESULTING

FROM THIS AGREEMENT, OR FROM THE FURNISHING, PERFORMANCE, INSTALLATION, OR USE OF THE SERVICES, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR THE NEGLIGENCE OF ADVANCED AGENT SERVICES, INC. OR ANY OTHER PARTY, EVEN IF ADVANCED AGENT SERVICES, INC. IS ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS THE ABILITY OF ADVANCED AGENT SERVICES, INC. TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

ADVANCED AGENT SERVICES, INC. AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. THIS IS SO WHETHER THE DAMAGES ARE BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE. This remains the case even if Advanced Agent Services, Inc. or any of its suppliers has been advised of the possibility of damages. This disclaimer includes, without limitation, damages for any of the following:

- (a) for the loss of use, data, or profits, in any way connected with the use or performance of the AAS Websites;
- (b) for the delay or inability to use the AAS Websites or related services;
- (c) for the provision of or failure to provide services; or
- (d) for any information, software, products, services, and related graphics obtained through the use of the AAS Websites.

This provision is not intended to disclaim liability for any intentional or grossly negligent conduct by Advanced Agent Services, Inc.

This limitation may not apply to you if your loss occurs in any of the states or jurisdictions that do not allow the exclusion or limitation of liability for consequential or incidental damages.

If you are dissatisfied with any portion of AAS Websites, with any products or services provided to you, or with any of these Terms and Conditions, your sole and exclusive remedy is to pursue an award through the dispute resolution procedures explained below. You must also discontinue Using the Services if you are dissatisfied with any of them.

Important: The maximum liability Advanced Agent Services, Inc. may have to you will be the amount of the fees you have paid to Advanced Agent Services, Inc. in the past twelve (12) months within the relevant statute of limitations, unless that amount is

increased by any relevant statutory multiplier or penalty. Exception: if your claim is for less than \$500, the award you will receive should you prevail will not be less than \$500.

Below you will find a Dispute Resolution provision, which deals with the availability of damages. If there is any conflict between the above “Disclaimer of Representations and Liability” section on the one hand and the following “Dispute Resolution” section on the other hand, the “Dispute Resolution” section shall govern.

Indemnity and Release

The technical language of the following paragraph, necessary for legal purposes, states that if any “third party” – (that is, someone other than you or Advanced Agent Services, Inc.) – makes any claim against Advanced Agent Services, Inc. because of you, then you, not Advanced Agent Services, Inc., will assume the resulting responsibilities. The specific claims are included in the paragraph below.

“You agree to release, indemnify and hold Advanced Agent Services, Inc. and its affiliates and their officers, employees, contractors, directors, and agents harmless from any from any and all losses, damages, expenses, including reasonable legal fees, rights, claims, actions of any kind and injury (including death) arising out of any third party claims relating to your Use of the Service, any Documents and Submissions, your violation of these Terms and Conditions or your violation of any rights of another.”

If you are a California resident, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, which says:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

Explanation: Under section 1542, a general release, like the one you are agreeing to here, does not apply to cases in which

- (1) a person does not know at the time of signing the release that he or she currently has a favorable claim they could make, and
- (2) had he or she known it at the time, they might not have agreed to sign the release.

YOU ARE AGREEING THAT THIS SECTION, EVEN IF YOU ARE A CALIFORNIA RESIDENT, DOES NOT APPLY TO YOU. If you are a resident of some other State or jurisdiction, you waive any similar or comparable statute or doctrine that might be in effect there.

Dispute Resolution By Binding Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY, AS IT AFFECTS YOUR RIGHTS.

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our Customer Service Department.

If Advanced Agent Services, Inc. has not been able to resolve a dispute it has with you after attempting to do so informally, including through mediation (which Advanced Agent Services, Inc. will pay for), we each agree to resolve such dispute through binding arbitration or small claims court – instead of courts of general jurisdiction.

Arbitration, which is often cheaper, faster, and less formal than a lawsuit in court, uses a single, neutral arbitrator instead of a judge or jury. Arbitrators can award the same damages and relief that a court can award. Advanced Agent Services, Inc. will pay for the costs of arbitration if you seek less than \$5,000. If you should prevail in such an arbitration in which you seek less than \$5,000 in damages, Advanced Agent Services, Inc. will also pay reasonable attorneys' fees, but not more than 25% of the amount awarded. Advanced Agent Services, Inc. will not seek attorneys' fees from you. If you initiate an arbitration in which you seek more than \$5,000 in damages, the payment of attorneys' fees will be governed by the rules of the American Arbitration Agreement (AAA). **Any arbitration under this Arbitration Agreement will take place on an individual basis only: Class arbitrations and class actions are not permitted.**

Arbitration Procedures

Advanced Agent Services, Inc. and you agree that all disputes and claims between us will be settled by arbitration. This agreement to arbitrate (the "Arbitration Agreement") is intended to be broadly interpreted. It includes, but is not limited to the following:

- 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;
- claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of the Terms and Conditions.

Although you may not bring a suit in a court other than small claims court, you may bring issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission or the regulatory insurance body of your state.

We repeat: you agree that, by entering into this arbitration agreement, you and Advanced Agent Services, Inc. are each waiving the right to a trial by jury or to participate in a class action.

Because this document includes this Arbitration Agreement, making it a transaction in interstate commerce, it is governed by the Federal Arbitration Act.

This Arbitration Agreement shall survive termination of the Terms and Conditions.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Advanced Agent Services, Inc. should be addressed by email to Subscribe@advancedagentservices.com (the "Notice Address"), using a subject line of "Notice of Dispute". The Notice must (a) describe the nature and basis of the claim or dispute, and (b) set forth the specific relief sought ("Demand"). If Advanced Agent Services, Inc. and you do not reach an agreement to resolve the claim within sixty (60) calendar days after the Notice is received, you or Advanced Agent Services, Inc. may commence an arbitration proceeding by filing an arbitration demand. During the arbitration, the amount of any settlement offer made by either Advanced Agent Services, Inc. or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount you or Advanced Agent Services, Inc. should receive.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association ("AAA") – known collectively as "the AAA Rules." These rules may be as modified by this Arbitration Agreement; and they will be administered by the AAA. The AAA Rules are available at three sources: (1) online at adr.org; (2) by calling the AAA; or (3) by writing to the Notice Address.

The arbitrator will decide all issues, including the scope and enforceability of the Terms and Conditions, and arbitrability under the Arbitration Agreement..

Unless Advanced Agent Services, Inc. and you agree otherwise, arbitration hearings will take place in a location reasonably convenient for both parties, with due consideration for their ability to travel and other similarly pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA.

If your claim is for \$10,000 or less, we agree that you may choose from amongst these three ways of conducting the arbitration: (a) solely on the basis of documents submitted to the arbitrator; (b) through a telephonic hearing; or (c) by an in-person hearing as

established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

For any arbitration initiated in accordance with the AAA Rules, if your claim is \$10,000 or less, Advanced Agent Services, Inc. will pay all AAA filing, administration, and arbitrator fees. However, if you initiate an arbitration in which you seek more than \$10,000 in damages, the payment of these fees will be governed by the AAA rules.

This arbitrator may make rulings or resolve disputes as to the payment and reimbursement of fees and expenses. This may be done at any time during the proceeding; it also may be done upon request from either party made within 14 days of the arbitrator's ruling on the merits.

The arbitrator may award declaratory or injunctive relief only in favor of a single party and only to provide that party's relief. You and Advanced Agent Services, Inc. agree that each may bring claims against the other only as individuals; neither can become a plaintiff or class member in a class or representative proceeding. Unless both you and Advanced Agent Services, Inc. agree otherwise, the arbitrator may not consolidate the claims of multiple persons. The arbitrator is not allowed to preside over any form of a representative or class proceeding. Any attempt to issue a class or representative award shall exceed the arbitrator's power.

Changes to the Arbitration Provision

Advanced Agent Services, Inc. may, in the future, make changes to this Arbitration Agreement by providing you notice under the "Modification of these Terms and Conditions" provision above. We agree that should such a change be made during your Membership, you may reject it by sending us written notice. The notice must be given within thirty (30) calendar days of the notice of modification to the Notice Address provided above. By rejecting any future change, you are agreeing, in accordance with the language of this provision, that you will settle any dispute between us by arbitration. This remains in effect even if it seems to conflict with some other provision in these Terms and Conditions. Note: This paragraph does not apply if the change concerns only the Notice Address.

Intellectual Property Rights

The Service and all contents of the AdvancedAgentServices.com website ("Service Content") are Copyright © 2014 Advanced Agent Services, Inc. and/or its suppliers, affiliates and partners. All rights reserved. Except as expressly authorized by Advanced Agent Services, Inc., you agree not to modify, copy, frame, scrape, rent, lease, loan,

sell, distribute or create derivative works based on the Service or Service Content, in whole or in part. Exception: The foregoing does not apply to your own Documents or to the Submissions you legally upload to the Service. In connection with your use of the Service, you will not use any data mining, scraping, robots, or similar data gathering or extraction methods. Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection with it (the "Software") is the property of Advanced Agent Services, Inc., our affiliates, and our partners. You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, nor to sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted to others here remain the rights of Advanced Agent Services, Inc.

Trademarks and Copyrights

All contents of the AAS Websites are Copyright © 2014 Advanced Agent Services, Inc. Incorporated and/or its suppliers, affiliates and partners. All rights reserved.

myDREAMware™ and *BankofMe™* are being registered as trademarks of Advanced Agent Services, Inc. The names of actual companies and products you might encounter through us may be the trademarks of their respective owners. Nothing in this Terms and Conditions or the Service should be understood as in any way granting any license or right to use any of Advanced Agent Services, Inc.'s trademarks displayed on the Service. We may be willing to grant such rights in individual instances, but will always require prior written permission. All goodwill generated from the use of Advanced Agent Services, Inc.'s trademarks is reserved for the use of Advanced Agent Services, Inc., exclusively.

Copyright Complaints

Advanced Agent Services, Inc. respects the intellectual property of others; and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Advanced Agent Services, Inc. of the problem in accordance with the procedure set forth below.

Advanced Agent Services, Inc. will process and investigate notices of alleged infringement. If legal action is considered necessary, Advanced Agent Services, Inc. will undertake these actions under the Digital Millennium Copyright Act ("DMCA") or any other applicable intellectual property law. Any notification of claimed copyright infringement filed by you should be emailed to Advanced Agent Services, Inc.'s Copyright Agent at support@AdvancedAgentServices.com – Subject line: "DMCA Takedown Request."

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, (1) that the above information in your Notice is accurate; (2) that you are the copyright or intellectual property owner; or (3) that you are authorized to act on the copyright or intellectual property owner's behalf.

Notices and procedure for making claims of copyright infringement

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE ABOVE PROCEDURE WILL RECEIVE NO RESPONSE.

Counter-Notice

Although unlikely, you may have cause to believe that User Content of yours was inappropriately removed (or access to it was inappropriately disabled) because of suspected copyright infringement. If that is the case, you may send a written counter-notice to the Copyright Agent that contains the following information:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled;
- the location at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content;
- your name, address, telephone number, and email address;
- a statement that you consent to the jurisdiction of a federal court located within the State of Nevada; and
- a statement that you will accept service of process from the person who provided notification of the alleged infringement.

You should also include the justifications of your use of the contested materials. You will not have infringed anyone's copyright if you are authorized to use the materials either by the copyright holder, by its agent, or by the law.

If a counter-notice is received by the Copyright Agent, Advanced Agent Services, Inc. will send a copy of the counter-notice to the original complaining party, informing that

person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member, or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Repeat Infringer Policy

In accordance with the DMCA and other applicable law, Advanced Agent Services, Inc. has adopted, in appropriate circumstances and at Advanced Agent Services, Inc.'s sole discretion, a policy of terminating users who are deemed to be repeat infringers. Advanced Agent Services, Inc. may also at its sole discretion limit access to the Service or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

General

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Advanced Agent Services, Inc. as a result of the Terms and Conditions or use of the Services. Advanced Agent Services, Inc.'s performance under these Terms and Conditions is subject to existing laws and legal process. Nothing contained in this Agreement diminishes Advanced Agent Services, Inc.'s right to comply with governmental, court, and law enforcement requests or requirements relating either to your Use of the AAS Websites or to information supplied to Advanced Agent Services, Inc. If any part of this Agreement is determined to be invalid or unenforceable as a result of the above warranty disclaimers and liability limitations, – or as a result of any other legal requirements – then the invalid or unenforceable provision will be considered to have been replaced by whatever valid, enforceable provision most closely matches what the original provision was intending to accomplish. The remainder of the Agreement shall continue in effect.

Unless otherwise stated in this document, this Agreement constitutes the entire agreement between the user and Advanced Agent Services, Inc. with respect to the Services. It supersedes all prior or contemporary communications and proposals between us, whether electronic, oral, or written. You may not pass on to someone else any of your rights or obligations under these Terms and Conditions without Advanced Agent Services, Inc.'s written consent. Advanced Agent Services, Inc.'s rights under the Terms and Conditions may be transferred by Advanced Agent Services, Inc. to someone else. That right is not waived even if Advanced Agent Services, Inc. fails to enforce or exercise either any provision of the Terms and Conditions or any related right. Any rights not expressly granted by this document to others remain the rights of Advanced Agent Services, Inc.

Unless otherwise stated, Advanced Agent Services, Inc. may communicate with you officially by any reasonable means now known or later developed. These currently include email, regular mail, and postings on the AAS Websites

A printed version either of this Agreement or of any notice sent in electronic form shall be equally as admissible in legal proceedings relating to this Agreement as documents generated and maintained in printed form. All parties approve of this Agreement and all related documents having been written in English.

GOVERNING LAW, JURISDICTION AND COSTS

This Agreement is governed by the laws of Kansas, without regard to Kansas' conflict or choice of law provisions.

Prior Agreements No Longer Valid

These Terms and Conditions supersede any prior and contemporaneous proposals, purchase orders, advertisements, and all other communications in relation to the subject matter of these Terms and Conditions, whether oral or written. No terms or conditions, other than those contained in these Terms and Conditions, and no other understanding or agreement which in any way modifies these terms and conditions, shall be binding upon the parties unless entered into in writing executed between the parties, or by other non-oral manner of agreement whereby the parties objectively and definitively act in a manner to be bound (such as by continuing with an Account creation for the Services, "clicking-through" a questionnaire, etc.) Employees, officers, contractors, agents, and other representatives of Advanced Agent Services, Inc. are not permitted to orally modify these Terms and Conditions.

Interpretation of these Terms and Conditions

If for any reason a court of competent jurisdiction finds any provision of these Terms and Conditions, or any portion thereof, to be unenforceable, that provision of these Terms and Conditions will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of these Terms and Conditions will continue in full force and effect. Formatives of defined terms shall have the same meaning of the defined term. Failure by either party to enforce any provision of these Terms and Conditions will not be deemed a waiver of future enforcement of that or any other provision. Except as otherwise required or superseded by law, these Terms and Conditions are governed by the laws of the State of Kansas, without regard to its conflict of laws principles. The parties consent to the personal jurisdiction and venue of the State of Kansas, in the County of Sedgwick, and agree that any legal proceedings arising out of these Terms and Conditions shall be conducted solely in such State.

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Privacy Policy

Your privacy is important to us. AAS, understands your concerns with regard to how information about you is used and shared, and we appreciate your trust that we will use and share information about you carefully and sensibly. This Privacy Policy describes what information we collect about you, how we collect it, how we use it, with whom we may share it, and what choices you have regarding it. This Privacy Policy is incorporated into and is a part of the Terms and Conditions. We encourage you to become familiar with this Privacy Policy and our Terms and Conditions. By accessing and using the Site, you agree that you have read and understand this Privacy Policy and that you accept and consent to the privacy practices (and any uses and disclosures of information about you) that are described in this Privacy Policy.

This Privacy Policy applies only to information collected at this Site. It does not apply to any other websites. We are not responsible for, and this Privacy Policy does not apply to, the privacy practices of those other websites. We encourage you to seek out and read the privacy policy of each website that you visit.

1. What information do we collect, and how do we collect it?

We and our third party service providers (“Contractors”) may collect certain identifying information from or about you in connection with your use of or submissions to the Site, including, but not limited to, your name, title, street address, company, telephone and fax numbers, email addresses, and credit card information (together, “Collected Information”). In addition, we and our Contractors may retain the content of, and metadata regarding, any correspondence you may have with us or our representatives, regardless of the mode of communication by which such correspondence was made. This information helps us to improve the Site and the online content, materials, and services that we make available on the Site, and to more effectively and efficiently respond to both current and future inquiries.

As with many other websites, the web servers used to operate the Services may collect certain data pertaining to you and the equipment and communications method that you use to access the Internet and our website. For security reasons and to confirm the integrity of the Site, we and our Contractors may combine components of these data with Collected Information, which may identify you. Unless otherwise described in this Privacy Policy or our Terms of Use, such identifying information will be used solely for our business purposes. In addition, the information we and our Contractors collect may reveal such things as the Internet protocol (“IP”) address assigned to your computer, specific pages that you accessed on the Site or prior to visiting the Site, and the length of time you spent at the Site. We and our Contractors may use this information to help administer the Site and the servers that provide the Site, generate statistical information, monitor and analyze Site traffic and usage patterns, and improve the Site’s content and content delivery, including any online content, materials, and services that we describe or make available on the Site.

In addition, our Site may send one or more “cookies” to your computer to improve the utility of the Site by storing user preferences and tracking user trends. Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. Please note that you may not be able to access the full functionality of our Site if cookies are disabled on your browser.

2. How will we use the information you provide to us?

In addition to the uses described above or in our Terms of Use, we and our Contractors may use the information that we collect from or about you to analyze and improve the content, materials, and services that we make available on the Site, to notify you of changes made to the Site, to evaluate user needs and customize the Site content delivered to you according to those needs, to send you promotional materials that you request from us, and for other legitimate and lawful business purposes. If you contact us for support or assistance, we may use information about you or your system that you provide or that we collect for purposes such as verifying whether your system meets the minimum requirements needed to use the Site and our various services.

We and our Contractors may store Collected Information for as long as needed for the purposes indicated in this Privacy Policy, which may be indefinitely. We and our Contractors may store Collected Information in the United States, or we may transfer it to other countries.

3. With whom do we share the information we collect?

We may share Collected Information with our Contractors and affiliates in order to provide services to you, and for other lawful business reasons. If all or part of AAS is sold, merged, or otherwise transferred to another entity, we may transfer Collected Information to such entity as part of that transaction.

We may decide from time to time to utilize a number of business and marketing partners in delivering the content, materials, and services available on or through the Site to you. We may share Collected Information with these business and marketing partners for any lawful purpose, including to communicate with you or to fulfill your requests for our services. We and our Contractors may also produce reports on Site traffic or usage patterns and share these reports with our business and marketing partners and others.

We may disclose Collected Information to the proper authorities if we become subject to a subpoena or court order or if we are otherwise legally required to disclose such information. We may also use and disclose information about you to establish or exercise our legal rights, to enforce the Terms and Conditions, to assert and defend against legal claims, or if we believe such disclosure is necessary to investigate, prevent, or take other action regarding actual or suspected illegal or fraudulent activities or potential threats to the physical safety or well-being of any person.

4. What choices do you have?

When corresponding with AAS or our representatives, or when making a request for information or otherwise interacting with us or others through the Site, you choose what

information to supply, what questions or comments to submit, whether you wish to receive further information, and by what method of communication such information should be delivered. Please take care to share only such information as is needed or that you believe is appropriate. You are under no obligation to provide us with personally identifiable information, but without it we may not be able to provide you the products or services you request. You may contact us as indicated below if at any time you would like to ask us about our data collection practices and our information security policy.

5. How Do We Protect Information Collected About You?

AAS and our Contractors have in place certain commercially reasonable security measures to protect Collected Information, but the storage and communication of Collected Information can never be completely secure. Hence we do not guarantee that information that you transmit or otherwise supply to us, or any communications conducted on or through the Site, is or will be totally secure. If you become aware of any breach of Site security, this Privacy Policy, or the Terms and Conditions, please notify us immediately.

6. We may change this Notice.

From time to time, we may change our privacy practices, and this Privacy Policy, because of changes in relevant and applicable legal or regulatory requirements, our business practices, or in our attempts to better serve your needs and those of our other customers. Notice of such changes will be provided by a revised Privacy Policy will be posted on the Site.

7. Separate Agreement.

If you have entered into a separate agreement with AAS with respect to the use of the Site or any Collected Information, that agreement will supersede this Privacy Policy to the extent they are in conflict.

8. Any questions? Please contact us at:

support@advancedagentservices.com

Acknowledgement

BY ACCESSING OR USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND CONSENT TO OUR PRIVACY PRACTICES AND TO THE USES AND DISCLOSURES OF INFORMATION THAT WE COLLECT ABOUT YOU, AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS APPLICABLE TO YOU.

Questions? Concerns? Suggestions?

Please contact us at support@AdvancedAgentServices.com to report any violations of these Terms and Conditions or to pose any questions regarding this Terms and Conditions document or the Services.

Updated July, 2014