

TERMS AND CONDITIONS OF SERVICE

This Agreement sets forth the Standard Terms and Conditions that apply to the use of AMS services. YOUR USE OF THE SERVICES INDICATES YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF SERVICE.

TERMS OF PAYMENT

You agree to pay AMS appropriate payment for the services received from AMS in advance of the time period during which such services are provided. You agree to provide AMS with current billing and contact information. You further understand that until you notify AMS of your desire to cancel any or all services received, set forth in writing and either physically or digitally mailed, those services will be billed on a recurring basis. You agree that prepayments will be billed and charged automatically, and that AMS may apply the amount due to the provided credit card at any time. If payments will be paid by check, you agree to mail checks in the time due displayed in the Terms section of the invoice.

REFUND AND PRICING CHANGE POLICY

Except as stated herein, AMS offers absolutely no refunds under any conditions. AMS reserves the right to change prices at any time, with or without any notice.

TERMINATION

AMS may terminate this agreement and your access to any or all AMS-related services at any time, with or without cause, effective immediately, and without any refund of any kind, including but not limited to refunds for pre-paid services. AMS shall have no responsibility to notify any third-party providers of services, merchandise or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. Any outstanding amount due on the account will still be payable.

You may terminate this Agreement at any time by contacting AMS. No refund shall be issued. AMS must receive all completed and correct termination requests, in writing, at least 30 days in advance of contract renewal date. All plans automatically renew every period, unless cancellation is requested in writing at least 30 days before renewal time.

RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement shall be construed as creating any agency, legal representative, partnership or other form of joint enterprise between the parties. Neither party shall have authority to contract for or bind the other in any manner whatsoever.

DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY

THE AMS SERVICE PROVIDED, INCLUDING BUT NOT LIMITED TO WEBSITE HOSTING, EMAIL HOSTING, AND ONLINE ADVERTISING AND MARKETING, IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. AMS EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE AMS SERVICE WILL BE ERROR-FREE, TIMELY, SECURE OR UNINTERRUPTED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY AMS, ITS EMPLOYEES, LICENSORS OR AGENTS WILL CREATE A WARRANTY; NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE.

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL AMS, OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE AMS SERVICE, INCLUDING BUT NOT LIMITED TO RELIANCE ON ANY INFORMATION OBTAINED ON THE AMS SERVICE; OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, LOSS OF OR DAMAGE TO DATA, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO AMS RECORDS, PROGRAMS OR SERVICES. YOU HEREBY ACKNOWLEDGE THAT THIS PROVISION WILL APPLY WHETHER OR NOT AMS IS GIVEN NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND THAT THIS PROVISION WILL APPLY TO ALL SERVICES AVAILABLE FROM AMS AND ITS AFFILIATES.

UNDER NO CIRCUMSTANCES, UNDER THE TERMS OF THIS AGREEMENT, SHALL DAMAGES INCLUDE LOSS OF BUSINESS, OR LOSS OF PROFITS WHETHER BASED ON BREACH OF AGREEMENT, BREACH OF WARRANTY, TORT, PRODUCT LIABILITY OR OTHERWISE.

THE TERMS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.

FORCE MAJEURE

If by reason of failure of services provided by AMS, including but not limited to Website Hosting, Email Hosting, Online Advertising and Marketing, through telecommunications or Internet service providers, any labor disputes, riots, inability to obtain labor or materials, earthquake, fire or other action of the elements, accidents, governmental restrictions or other causes beyond the control of AMS, AMS is unable to perform in whole or in part its obligations as set forth in this Agreement, then AMS shall be relieved of those obligations to the extent it is so unable to perform, and such inability to perform shall not make AMS liable to the user.

GOVERNING LAW

California law shall govern this Agreement, and any dispute arising from the relationship between the parties to this Agreement, excluding any laws that direct the application of another jurisdiction's laws. In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and cost and expenses incurred, subject to the Limitation of Liabilities clause. The parties consent to the exclusive jurisdiction and venue of the courts of the State of California or to any Federal Court located within the State of California.

SEVERABILITY

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision will be deemed to be written, construed and enforced as so limited.

SURVIVABILITY

The terms of this Agreement apply to those obligations that survive any cancellation, termination or rescission, namely warranty, indemnification, liability and limits thereon, rights and obligations upon and following termination and assignment.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless AMS against any and all claims, losses, penalties, causes of action, damages, liability, costs, expenses (including but not limited to reasonable attorney fees) or claims caused by or resulting indirectly from your use of the service, without limitation or exception, including your violation of any third-party's rights, (including, without limitation, infringement of any copyright trademark, service mark, trade secrets, right of privacy or publicity or any other third-party right). The terms of this section shall survive the termination of your relationship with AMS.

REMEDY

You agree that your sole and exclusive remedy to any issues relating to AMS services is to discontinue using the service.

ASSIGNMENT

In the event of a merger or consolidation of AMS, the surviving or new corporation and any subsidiaries are similarly subject to the rights and obligations of this Agreement.

ENTIRE AGREEMENT

Unless otherwise specified herein, this Agreement constitutes the complete and exclusive statement of the Agreement between the parties regarding the products and services provided hereunder, and supercedes any prior Agreements between the parties with respect thereto.

WAIVER

The failure of AMS to enforce a provision of this Agreement shall not be construed as a waiver or limitation of AMS's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

MODIFICATION OF TERMS

AMS reserves the right to modify this policy at any time and without advance notice, effective upon making the modified provisions available on the AMS website. You are responsible for regularly reviewing these documents. Continued use of the AMS services after any such changes shall constitute your consent to such changes. AMS does not and will not assume any obligation to notify you of any changes to the Terms of Service.