AIMS Computer Systems

Web Site Hosting Service Agreement
Updated June 20, 2012

The following agreement is between _____ ("Client") and
AIMS Computer Systems ("AIMS") of 1317 Heartland Drive, Maryville, TN 37801.

WHEREAS, AIMS is an Internet Service Provider offering storage and transfer of documents and other information over the Internet;

WHEREAS, Client seeks to use these servers for its own purposes;

WHEREAS, the parties acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, AIMS can make no guarantee that any given party shall be able to access the server made available by AIMS at any given time. AIMS represents that it shall make every good faith effort to ensure that the server is available as widely as possible and with as little service interruption as possible;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows;

I. Financial Arrangements:

1. **Length of service**
   Client agrees to an initial One (1) month contractual term of service ("Term") payable in advance. The length of contract required is based on the type of service desired by the Client and shall be determined solely by AIMS.
2. **Service start date**
   The first payment plus setup charges, if any, shall be due in advance of any service provided. Service shall begin upon AIMS' receipt of payment for such first Term of service or upon a mutually agreed upon other date.
3. **Renewal by client**
   This agreement will automatically renew for successive One (1) month Terms unless canceled in writing by Client at least 30 days prior to the end of Term renewal date. Renewal prices are subject to change. Renewal of services by Client indicates agreement to any Contract revisions and price changes. Renewal fees for the following term will be automatically invoiced to your account.
4. **Failure to pay**
   a. In the case of a web site hosted on an AIMS hosting server, failure of Client to remit payment to AIMS by the invoice due date is cause for removal of the Client's web site files from the AIMS hosting server. Client agrees that AIMS shall not be held liable for such removal or disconnection.
   b. In the case of a customer's co-located server, failure of a Client to remit payment to AIMS by the invoice due date is cause for the server to be disconnected from the AIMS network and unplugged without further notification by AIMS. Client agrees that AIMS shall not be held liable for such removal or disconnection. Disconnected customer owned equipment shall be returned to the customer only upon full payment of outstanding invoices, less any credits due based on our Refund Policy, below. AIMS shall not be held responsible for such equipment when held in such disconnected/unplugged fashion for over sixty days, after which the equipment will be deemed to be abandoned by the customer.
5. **Refund policy**
   a. As detailed above, cancellation by Client must be in writing with 30 days notice.
   b. Setup charges are not refundable under any circumstances.
   c. The first Term of service is not refundable under any circumstances.
   d. Refunds of renewal fees paid to AIMS shall only be made for fully unused calendar months of service that the Client desires to cancel.
   e. Client shall not be entitled to any refund of any monies under any circumstances should this agreement be terminated due to a violation of the AIMS Policies and Terms of Service Agreement located at http://www.aimscomputersystems.com/tos.htm.

II. Taxes:

AIMS shall not be liable for any taxes or other fees to be paid in accordance with or related to purchases made from Client or AIMS' server. Client agrees to take full responsibility for all taxes and fees of any nature associated with such products sold.

III. Material and Products:

AIMS will exercise no control whatsoever over the content of the information passing through the network except for what is noted in section IX of this agreement, relating to Lawful Purpose, and with respect to the AIMS Policies and Terms Of Service Agreement located at http://www.aimscomputersystems.com/tos.htm.

AIMS makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. AIMS also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by the Client, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the Client. Use of any information obtained by way of AIMS is at the Client's own risk, and AIMS specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of an end-to-end connection. AIMS does not represent guarantees of speed or availability of end-to-end connections. AIMS expressly limits its damages to the Client for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. AIMS specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

IV. Trademarks & Copyrights:

Client warrants that it has the right to use any applicable trademarks or copyrighted material used in connection with this service.

V. Age:

Client certifies that he or she is of full legal age to enter into this agreement.

VI. Policies

Client agrees to all terms in the AIMS Policies and Terms Of Service Agreement located at http://www.aimscomputersystems.com/tos.htm.

AIMS network resources used by Client may not be used to impersonate another person or misrepresent authorization to act on behalf of others or AIMS. All messages transmitted by Client should correctly identify the sender. Users may not alter the attribution of origin in electronic mail messages or posting. Users must not attempt to undermine the security or integrity of computing systems or networks and must not attempt to gain unauthorized access.

VII. Termination:

1. This Agreement may be terminated by either party, without cause, by giving the other party 30 days written notice. Written notice may be by postal, email or fax transmission. AIMS reserves the right to verify all cancellations before terminating service. Notwithstanding the above, AIMS may terminate service under this Agreement at any time, without penalty, if the Client fails to comply with any of the terms of this Agreement.
2. Termination for any violation of the AIMS Policies and Terms of Service Agreement shall be immediate. AIMS may, at its option, cancel or suspend service immediately should it believe Client has violated or is about to violate the AIMS Terms of Service agreement located at http://www.aimscomputersystems.com/tos.htm or should the Client fail to remit payment to AIMS by the Client's invoice due date.
3. Client may be liable for certain fees relating to termination when such termination is due to Unsolicited Commercial E-Mail. Such fees are outlined in the AIMS Policies and Terms of Service Agreement.
4. **Notice of cancellation**
   Written notice of cancellation may be by postal mail, email or fax transmission.

VIII. Limited Liability:

1. Client expressly agrees that use of the Server offered by AIMS is at Client's sole risk. Neither AIMS, its employees, affiliates, agents, merchants, licensers or the like, warrant that the Server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information, service or merchandise contained in or provided through the AIMS Server service.

2. Under no circumstances, including negligence, shall AIMS, its offices, agents or anyone else involved in creating, producing or distributing AIMS' Server service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the AIMS Server service; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, 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 AIMS' records, programs or services. Client hereby acknowledges that this paragraph shall apply to all content on AIMS' Server service.

3. Notwithstanding the above, Client's exclusive remedies for all damages, losses and causes of actions whether in contract tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Client paid during the term of this Agreement.

IX. Lawful Purpose:

Client may only use AIMS' Server service for lawful purposes. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secrets.

X. Indemnification:

Client agrees that it shall defend, indemnify, save and hold AIMS harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees asserted against AIMS, its agents, its customers, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless AIMS against Liabilities arising out of any of the following:

   i.   any injury to person or property caused by any products sold or otherwise distributed in connection with AIMS' Server service;
   ii.   any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party;
   iii. copyright infringement; and
   iv.   any defective product which Client sold on the Server offered by AIMS.

XI. Domain Name Ownership, Disputes, and Use

Any domain name registered by AIMS on behalf of Client is the property of said Client after the Client has paid AIMS any registration fees that AIMS has incurred on behalf of the client. AIMS claims no ownership over Client domain names that the Client has paid to register. At its option, AIMS will either arrange for any billing for names registered by AIMS on behalf of Client to be sent directly by the registrar or agent thereof to the Client, or AIMS will directly bill the client for these registration fees plus applicable expenses, and/or service charges, if any.

Client agrees that AIMS may be presented with information that Client's domain name possibly violates the trademark rights or other intellectual property rights of a trademark or other intellectual property rights owner. In case of such action, Client agrees to the following:

   i.   Client agrees to hold AIMS harmless of any action taken by such owner regardless of the outcome of such dispute and regardless of whether Domain Name Service hosting for Client's domain is hosted at or continued to be hosted at AIMS.
   ii.   Client agrees that AIMS has the right to discontinue name service in the event of such dispute over a Client's domain name.
   iii. **Client agrees that should AIMS discontinue name service for Client's domain upon notification of such dispute that AIMS will not be liable for any loss of business, interruption of business, loss of Client's domain name, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if AIMS has been advised of the possibility of such damages.**
   iv.   In no event shall AIMS' maximum liability exceed one hundred ($100.00) dollars.

Client agrees that an AIMS contact person shall be named as the "technical or zone contact" for any domains hosted at AIMS. Client agrees that AIMS may create and use network resources with the Client's domain name for administrative, testing, and network infrastructure enhancement purposes.

XII. Contract Revisions:

Revisions to this Contract will be considered agreed to by the Client on renewal of AIMS Services as specified in Section I. Financial Arrangements.

This Agreement and [AIMS Policies and Terms of Service Agreement](#) constitute the entire understanding of the parties. Any changes or modifications to this Contract are agreed to by the parties upon renewal of services.

This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

_____   _____
              Client Signature   For AIMS