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Terms and Conditions of FTP Access on our Shared Server or VPS Servers

These Terms of Service set forth the terms and conditions upon which Advantage Marketing Solutions LLC, makes available access to our Shared or VPS server for purpose to update or gain access to my website content. Your use of the Services is expressly conditioned on your compliance with these Terms of Service. By using these services, you agree that you have read and agree to the Terms and Conditions below and the terms of our Advantage Marketing Solutions Hosting and Website Design Agreements. You can request a copy by e-mailing us or just go our website at www.calladvantagenow.com to review the agreements.

Description of Services: Provide FTP access to our Shared server for purpose to update your website content. You are able to store, upload, download, send and receive files related to your specific site.

Responsibility for Data: You have sole responsibility for all User Files in Storage through use of the Services. You acknowledge and agree that Advantage Marketing Solutions ~ will not be responsible for any failure of the Services to store a User File, for the deletion of a User File stored on the Services, or for the corruption of or loss or any data, information, or content contained in a User File. You acknowledge sole responsibility for and assume all risk arising from your FTP access that affects any area of the server of any other data such as other websites that also reside on the same server.

Copyright Policy: User will honor and respect the intellectual property rights. Unauthorized copying, modification, distribution, public display, or public performance of a copyrighted work is an infringement of the copyright holder's rights.

Proprietary Rights: Content maybe protected by copyright, trademark, and other laws of both Canada and foreign countries. Except when copyright as expressly permitted in these Terms of Service, you may not reproduce, modify or prepare derivative works based upon, distribute, sell, transfer, publicly display, publicly perform, transmit or otherwise use the Services.

General Prohibitions

As a condition to your use of the Services, you agree not to:

- Provide login and password information to any third party;
- Upload or transmit as part of a User File or otherwise any data, text, graphics, content, or material that: (i) is false or misleading; (ii) is defamatory; (iii) invades another's privacy; (iv) is obscene or offensive; (v) promotes bigotry, racism, hatred, or harm against any individual or group; (vi) infringes another's rights, including any intellectual property rights; or (vii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
- Access, tamper with, or use any non-public areas of our shared server or computer systems or the technical delivery systems of our shared server;
- Attempt to probe, scan, or test the vulnerability of the Services or any related system or network or breach any security or authentication measures;
- Attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services; or Advantage Marketing Solutions~ will have the right to investigate and prosecute violations of any of the above, including intellectual property rights infringement and security-related issues, to the fullest extent of the law.
- Advantage Marketing Solutions~ may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms of Service. You acknowledge that Advantage Marketing Solutions ~ has no obligation to monitor your access to or use of the Services, but has the right to do so for the purpose of operating the Services, to ensure your compliance with these Terms of Service, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

Termination: If you violate any of these Terms of Service, your permission to use the Services will automatically terminate. Advantage Marketing Solutions ~ reserves the right to discontinue providing or to change the Services at any time and without notice. Except to the extent that Advantage Marketing Solutions ~ is required by applicable law or court order to retain copies of any of your User Files that are stored on the Advantage Marketing Solutions ~ servers, upon any termination of your account, Advantage Marketing Solutions ~ will delete and erase all Files associated with your account.

Disclaimer of Warranties

THE SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, ADVANTAGE MARKETING SOLUTIONS LLC.~ EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ADVANTAGE MARKETING SOLUTIONS LLC.~ MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. YOU ACKNOWLEDGE AND AGREE THAT ADVANTAGE MARKETING SOLUTIONS LLC.~ WILL NOT BE RESPONSIBLE FOR ANY DAMAGES.

Indemnity: You agree to defend, indemnify, and hold harmless Advantage Marketing Solutions ~, its officers, directors, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Services, or your violation of these Terms of Service.

Limitation of Liability: IN NO EVENT WILL ADVANTAGE MARKETING SOLUTIONS LLC ~ BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE OR FROM THE USE OR INABILITY TO USE THE SERVICES OR ANY USER FILES SENT THROUGH, STORED BY OR DOWNLOADED FROM THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ADVANTAGE MARKETING SOLUTIONS LLC HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL ADVANTAGE MARKETING SOLUTIONS LLC AGGREGATE LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID TO ADVANTAGE MARKETING SOLUTIONS LLC ~ FOR USE OF THE SERVICES. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ADVANTAGE MARKETING SOLUTIONS LLC ~ AND YOU.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Severability: In the event that any provision of these Terms of Service is held to be invalid or unenforceable, the remaining provisions of these Terms of Service will remain in full force and affect.

Notice: Advantage Marketing Solutions ~ may provide you with notices, including those regarding changes to the Services by email, regular mail, or by postings on the Services.

Waiver: The failure of Advantage Marketing Solutions ~ to enforce any right or provision of these Terms of Service will not be deemed a waiver of such right or provision.

Controlling Law and Jurisdiction: These Terms of Service and any action related thereto will be governed by the laws the State of Michigan.

I have read and agree to the Terms and Conditions in order to have access to Advantage Marketing Solution's Shared or VPS server for purpose of updating or to gain access to my website content.

By its authorized Person:

Company Name: _____

Address: _____

Print Your Name: _____

Title: _____

Signature: _____

Date: _____