

Advanced Messaging Services
Terms and Conditions of Service

By using any of the services provided by Advanced Messaging Services ("AMS"), you agree to be bound to these Terms and Conditions of Service.

The most current version of these Terms and Conditions will be posted on our website at <http://www.my-messenger.us>. Posting of any updates to our Terms and Conditions will constitute notice to you of any changes, although AMS will make reasonable efforts to provide you with thirty days advance notice of any changes that may adversely affect you. Your continued use of our services constitutes acceptance of our Terms and Conditions.

General

AMS offers a variety of services, and reserves the right to make changes to its services, including its fees and billing methods, or to discontinue some or all of its services. AMS will provide thirty (30) days written notice to you of such changes.

Billing

AMS will invoice for services in advance for each billing cycle. (Additional usage or overage fees are billed in arrears.) By using our services, you agree to accept responsibility for all fees you may incur as a result of using our services. Payment is due upon receipt. A monthly service charge of 1.5% may be added to all past due balances. A \$25.00 charge will be added for any returned check. AMS reserves the right to suspend or discontinue service on any delinquent, unbillable or uncollectible accounts. If service is discontinued, there will be a \$30.00 reconnect fee. A deposit, securing future payment may also be required. AMS reserves the right to submit unpaid late balances to a credit and collection agency. You agree to pay and be responsible for any and all costs incurred, including reasonable attorney's fees, in collecting any balance owed. If there is a billing problem or discrepancy, it must be brought to our attention by you within 90 days from the date you are billed. If you do not bring them to our attention within 90 days, you agree that you waive your right to dispute such problems or discrepancies with AMS. AMS may suspend or terminate your use of our services if you fail to provide a valid designated payment method upon request or if we are unable for any reason to bill charges to your designated payment method.

Termination and Cancellation

If you wish to cancel service, you must provide AMS with thirty (30) days written notice. AMS may suspend or terminate your use of our service for any reason at any time, including if it is determined that you have breached any of these Terms and Conditions.

Limitations of Liability

AMS reserves the right to change or modify its system's technology architecture that may result in lost messages or service disruptions. Occasional maintenance or upgrades may be performed. AMS will make every effort to perform such activities after business hours to minimize any inconvenience. You agree that AMS is not liable for any indirect, incidental, consequential, special or punitive damages (including without limitation, unrecovered expenses, lost profits or revenue) arising out of or related to the provision of services hereunder, including any claims made by or through third parties.

WARRANTY DISCLAIMERS

YOU ACKNOWLEDGE THAT AMS SERVICES ARE PROVIDED "AS IS, AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY WITH RESPECT TO THE QUALITY, PERFORMANCE OR FUNCTIONALITY OF THE AMS SERVICES OR WITH RESPECT TO THE QUALITY OR ACCURACY OF ANY INFORMATION OBTAINED FROM OR AVAILABLE THROUGH USE OF AMS SERVICES OR THAT AMS SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AMS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.