



American Infotech Solutions Inc.

TERMS AND CONDITIONS

PLEASE READ THE TERMS CAREFULLY. BY USING THE SITE OR INFORMATION OR SERVICES, YOU ACKNOWLEDGE AND REPRESENT THAT (i) YOU HAVE READ THESE TERMS FULLY, (ii) UNDERSTAND THEM, (iii) AGREE TO BE BOUND BY THEM, (iv) YOU ARE LEAST 18 YEARS OLD, and/or (v) IF YOU ARE UNDER 18 YEARS OLD, YOUR LEGAL GUARDIAN HAS GIVEN YOU PERMISSION TO VIEW THE SITE AND YOUR GUARDIAN AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ANY OF THE TERMS BELOW, WE ARE UNWILLING TO GRANT YOU ACCESS TO THE SITE, THE INFORMATION, OR OUR SERVICES, AND IF YOU SO ANYWAY, YOU DO SO ON YOUR OWN ACCORD AND AT YOUR OWN RISK.

We provide access to information through our website and we may provide the ability to use certain functionalities of the website (hereafter the "Site") and provide technical support services of various kinds (the "Services"). The Site, its Information, and our Services are made available to you, (herein the "Client"), subject to the following terms and conditions (the "Terms"). **CLIENT AGREES TO THESE TERMS BY OPTING TO OUR SERVICE(S).**

I. WHO WE ARE

1. American Infotech Solutions Inc. (hereafter known as "American Infotech Solutions Inc.," "American Infotech," "AIS," "we," "us," "we're," or "our") offers tech support services to businesses and end Clients. We are a technology consulting and training firm which assists our clients in improving productivity, reducing risk, and reducing total cost of ownership through sound recommendations based on proven expertise in business solutions, processes, IT services management, and cyber security solutions. As one of the premier technology consulting and training firms with a proven skillset, AIS can add value to your business with the insight necessary to meet your current and future organizational business objectives.

2. AIS is an SBA 8(a) Program Graduated, minority owned, small business that has been providing IT consulting services to the Commercial & Federal Government since 1997. We specialize in a number of technologies and services and have established strong and positive relationships with our clients.

AIS provides consulting services for the selection, deployment, management, and optimization of enterprise solutions for Federal Government and Commercial Clients in the areas of Compliance, Data Warehouse, OBIEE, Fusion Middle Ware, Human Capital Management Enterprise Applications, Training, Fraud Waste and Abuse Solutions. We are an ITIL® Certified Training Center, and we are fully capable of providing training and support at competitive rates.

Our Project Managers, Subject Matter Experts, Strategic Business Analysts, Consultants, Systems Integration and Infrastructure Specialists have extensive experience assessing, implementing, and managing solutions, addressing the unique business needs of each and every client. Staying on top of evolving technology,

coupled with a thorough understanding of our customer's strategic goals and objectives, enables AIS to recommend, design, and deliver the optimal solutions to our client needs.

3. American Infotech Solutions Inc.'s principal office is located at 12359 Sunrise Valley Drive, Suite 170, Reston, VA 20191.

4. The Site URL is located at <http://aisinfotech.com/index.php>

II. SERVICES PROVIDED.

5. At AIS, our mission is to assist clients to improve productivity, reduce risk, and reduce the total cost of ownership through sound recommendations based on proven expertise in business solutions, processes; IT services management, and cyber security solutions. As a technology consulting and training firm with a proven skillset, AIS can add value to your business with the insight necessary to meet your current and future organizational business objectives. We provide the following services:

- a. ERP Solutions
- b. Cyber Security Solution
- c. Tech and Infra Solution
- d. Business Intelligence
- e. Training Services
- f. ILIL Certification Training / Examination
- g. Project Management
- h. Compliance Solution, 508 Compliance
- i. Testing and Quality Assurance
- j. Cloud Computing
- k. J2Ee, .NET Development
- l. Helpdesk Services

We have learned over many years and are aware that every client is unique. We provide a people-centered approach to management, business development, and technological problems. Our strength lies in our ability to understand the impact, potential of technology, and people. Our value lies in our experienced professionals and our facilitative, inclusive approach.

III. CERTIFICATIONS

Representations and Certifications: Both Active & Lapsed

8(a) STARS II (GWAC) Contract No : GS06F0900Z
SBA 8(a) Program Graduated and Hub Zone Program Participant
GSA IT Schedule 70 Contract Number – GS-35F-0468S

Duns # 142918965
eFAST Contract # : DTFAWA11A-00061 - FAA's Preferred Acquisition Vehicle
SeaPort E Contract No.: N 00178-10-D-5884
CAGE Code 32XA4

Oracle Gold Partner
Microsoft Silver Partner
SBA 8(a) Program Graduated
SBA Certified Hub Zone Participant
ITIL® IT Training Center/ Provider
DCAA Compliant
Capability Maturity Model Integration (CMMI) Level 2 Certified
ISO 27001 Certified

6. NAICS Codes:

518210 Data Processing, Hosting & Related Services
519190 All Other Information Services
541511 Custom Computer Programming Services
541512 Computer systems Design Services
541513 Computer Facilities Management Services
541519 Other Computer Related Services
541618 Other Management Consulting Services
611420 Computer Training

IV. RETURN AND REFUND POLICY

7. A. Client agrees that there shall be no refunds, either full or partial, for any reason, except if 1) AIS did not perform the service agreed upon, and/or 2) there is a defective part or product given to Client by AIS. Should this be the case for either 1) or 2), Client agrees that only AIS shall make the sole and final determination if any refunds, either full or partial, are issued.

In regards to any defective parts or products, Client understands and acknowledges that any part or product given to Client by AIS is meant to be used a certain way. Any misuse of the product or part may result in it being defective. Accordingly, AIS needs to screen and investigate any claim for a refund to determine the origin for any defective part or product. Should AIS determine that the part of product was defective through no fault of the Client, and then AIS shall issue a refund, full or partial. However, should AIS determine that the part or product was defective due to actions or inactions from the Client, AIS may deny any refund. Again, Client agrees to defer all refund and return decisions to AIS.

B. Any claim for a refund must be made by the Client within two weeks of the date of the alleged negligent incident by AIS. All claims must be made in writing and it is Client's responsibility to show proof that AIS was aware of the claim within the two week period.

C. Whether a refund is issued or not, Client agrees to keep any refund process, procedures, or outcomes confidential, and agrees not to public post any disparaging remarks, comments, or posts online that would show AIS in a negative light.

D. Under no circumstances liability of American Infotech Solutions, Inc. can exceed amount paid by Client. .

8. In the event that either party, either AIS or Client, breaches a material provision under this Agreement, the non-defaulting Party may terminate any service agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

V. PAYMENT DEFAULT/REMEDIES.

9. Client agrees to be responsible for any payment made to AIS that becomes defaulted, and in which any late charges or default fees become attached. In addition, if a payment made by Client is in error and reversed, the Client shall be responsible to American Infotech for any error charges that may occur processing the bad payment. Furthermore, should a payment become defaulted at any time, AIS has the right to cease any service(s) on behalf of Client and Client shall not be entitled to any refund, even if Client has already paid in full.

VI. ACCESS TO OUR ONLINE INFORMATION

A. General Restrictions on Use

10. The rights granted to you by these Terms will remain in force only for so long as these Terms remain in effect. You may not rent, transfer, assign, commercially exploit, resell or sublicense access to any of the information regarding American Infotech Solutions Inc., hereafter the "Information," to any third-party. You may use the Site and the Information only for personal purposes, such as to use our Services, or to learn more about American Infotech Solutions Inc., its services, or potential employment with American Infotech Solutions Inc.

11. You agree not to solicit American Infotech Solutions Inc. or approach American Infotech Solutions Inc. about any investments. You further agree not to combine or integrate the Site and the Information with hardware, software, or other technology or materials. You may not modify or create any derivative product(s) based on the Site and the Information. You may not decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Site and the Information or any of our products is compiled or interpreted, and nothing in these Terms should be interpreted as granting you any right to obtain or use source code. Except as expressly stated herein, no part of the Site, Information, or our products may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Site, our products, or Information shall be subject to these Terms. You agree not to use the Site Information, or our products and Services to: (a) violate any local, state, national or international law; (b) stalk, harass or harm another individual; (c) collect or store personal data about other Clients; (d) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (e) steal or disclose any proprietary and confidential information obtained; or (f) interfere with or disrupt the Information or servers or networks connected to the Information, or disobey any requirements, procedures, policies or regulations of networks connected to the Information. Without our written consent, you may not (i) use any high volume, automated, or electronic means to access the Information (including, without limitation, robots, spiders or scripts); or (ii) frame the Site, place pop-up windows over its pages, or otherwise affect the display of its pages. You promise that any information about yourself that you voluntarily provide to us will be true, accurate, complete and current.

B. Access to Information

12. Client acknowledges that this site is open to the public, any and all information contained herein is subject to the various clauses contained within these Terms.

C. Use of Third-Party Offerings

13. You may be able to access websites, content, products or Information provided by third-parties through links that are made available on the Site or that we sell as third party tools. This may include, without limitation, TeamViewer, itbrain, hip, Microsoft, and many others. We refer to all such websites, content, Information, and tool and products as “Third-Party Offerings.” For example, we may permit third parties to advertise their products and Information on the Site and those advertisements may contain links to the website(s) of the advertisers. If you elect to use such Third-Party Offerings, you understand that your use of them will be subject to any terms and conditions required by the applicable third-party provider(s). You understand that we are not the provider of, and are not responsible for, any such Third-Party Offerings and that these Terms do not themselves grant you any rights to access, use or purchase any Third-Party Offerings.

D. Copyright Policy / Ownership and Intellectual Property

14. As between you and us, we, as applicable, retain all right, title and interest in and to the Site, the Information, our products, our Services, American Infotech Solutions Inc., and all related intellectual property rights. American Infotech Solutions Inc. reserves all rights not granted in these Terms. Unless you first obtain the copyright owner’s prior written consent, you may not copy, distribute, publicly perform, publicly display, digitally perform (in the case of sound recordings), or create derivative works from any copyrighted work made available or accessible via the Site, the Information, or American Infotech Solutions Inc. If you provide *American Infotech Solutions Inc.* any personal information, feedback, or suggestions regarding the Site or Information (“Feedback”), you hereby assign to American Infotech Solutions Inc. all rights in the Feedback and agree that American Infotech Solutions Inc. shall have the right to use such Feedback and related information in any manner it deems appropriate. American Infotech Solutions Inc. will treat any Feedback you provide to American Infotech Solutions Inc. as non-confidential and non-proprietary. In addition, American Infotech Solutions Inc. shall treat any personal information you provide as confidential and by submitting such information, you agree to allow American Infotech Solutions Inc. to use any related information in any manner it deems appropriate. You agree that you will not submit to American Infotech Solutions Inc. any information or ideas that you consider to be confidential or proprietary.

15. Copyright © 2017 American Infotech Solutions Inc. All Rights Reserved. All rights reserved. All trademarks, logos and Information marks (“Marks”) displayed on the Site or Information are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

16. We respect the intellectual property of others and ask that Clients of our Site, Services, and Information do the same. In connection with our Site, Information, and Services, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of Clients of our online Site and Information who are repeat infringers of intellectual property rights, including copyrights.

E. Privacy Policy

17. A. We know that you care how sensitive information about yourself is used and shared, and we appreciate your trust that we will carefully and sensibly secure your information. All traffic is monitored and recorded to protect private company information. American Infotech Solutions Inc. agrees to keep all information submitted by Client to American Infotech Solutions Inc. private and confidential. Unless required to by federal or state law, government agencies, or stated otherwise in these Terms, we will not sell any of your information to any third-party or share any of your information to any third-party, including any competitors.

B. We may use your information for internal marketing purposes, so as to understand the makeup of our customer base. Accordingly, we may hire a marketing company or consulting firm to use your information for research as to attract more clients.

C. Furthermore, with reference to our privacy policy, Client acknowledges the following:

a. Log Files

Like many websites, we automatically gather certain information about our Site traffic and store it in log files. This information includes Internet protocol (IP) addresses, browser type, Internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and clickstream data. We use this information, which does not identify individual Clients, to analyze trends, to administer the Site, to track Clients' movements around the Site and to gather demographic information about our Client base.

We do not link this automatically collected data to personally identifiable information.

b. Cookies

A cookie is a small text file that is stored on a Client's computer for record-keeping purposes. We use cookies on this site. As noted above, we do not link the information we store in cookies to any personally identifiable information you submit while on our site.

c. Security

The security of your personal information is important to us. We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security nor will we be held liable for certain problems.

D. Sharing and Information Disclosure

We may share aggregated and de-identified information with our partners. This sharing is usually not linked to any personal information that can identify any individual person, unless specifically required to allow use of specific widgets within the Services.

We may also share, disclose, or transfer your personal information as follows:

- To AIS affiliates and subsidiaries to support business operations and sales, marketing, and customer support processes;
- To third party service providers and suppliers acting on our behalf to provide products or services to you; and
- To other third parties for purposes you have allowed.

Additionally, we may also disclose your personal information as we determine reasonably necessary to (a) comply with applicable law, regulations, legal processes, or enforceable governmental requests, (b) respond as necessary to actual or potential lawsuits, or (c) protect the rights and property of AIS or others.

We reserve the right to retain, use, and disclose aggregate or anonymous information developed from personal information at any time.

If we merge with, or are acquired by another company, or sell all or substantially all of our relevant assets, or file for bankruptcy, we may disclose and transfer personal information with the company or asset. We will seek appropriate protection for personal information disclosed or transferred in such transactions consistent with applicable law.

E. For quality control and service-related purposes AIS reserves the right to monitor and record on-line and off-line remote help sessions between users and AIS technicians. AIS does not use the Remote Access software to access and control Client computer without consent and request Client to remain present and monitor session when our technicians are working using remote session. Client acknowledges terminating remote session and immediately notifying AIS in writing for concern, if any.

XII. CLIENT CONTENT

A. Client Content.

18. “Client Content” means any and all information and content that a Client submits to, or uses with, the Site or Information (e.g., content about Client, payment information, etc.). You are solely responsible for your Client Content and assume all risks associated with use of your Client Content.

You hereby represent and warrant that your Client Content does not violate the Acceptable Use Policy (defined below). You may not state or imply that your Client Content is in any way provided, sponsored or endorsed by American Infotech Solutions Inc. Because you alone are responsible for your Client Content (and not American Infotech Solutions Inc.), you may expose yourself to liability if, for example, your Client Content violates the Acceptable Use Policy.

American Infotech Solutions Inc. is not obligated to backup any Client Content and Client Content may be deleted at anytime. You are solely responsible for creating backup copies of your Client Content if you desire.

B. Acceptable Use Policy

19. The following sets forth American Infotech Solutions Inc.’s “Acceptable Use Policy”: You agree not to use the Site or Information to collect, upload, transmit, display, or distribute any Client Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party; (v) that constitutes a computer virus, worm, or any software intended to damage or alter a computer system or data; (vi) that constitutes unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise, and (vii) you shall not, without prior written approval of American Infotech Solutions Inc., use for your own commercial or financial benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of American Infotech Solutions Inc..

C. Enforcement

20. We reserve the right (but have no obligation) to review any Client Content, investigate, and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such acts may include removing or modifying or terminating your access to American Infotech Solutions Inc. website, and/or reporting you to law enforcement authorities. All Clients must register with admin any violations. Any violations may be enforced to the fullest extent of the law.

21. **Injunctive Relief.** A breach of this Agreement may cause irreparable and continuing damage to American Infotech Solutions Inc. for which money damages may be insufficient, and American Infotech Solutions Inc. shall be entitled to injunctive relief and/or a decree for specific performance and such other relief as may be proper (including money damages if appropriate).

D. Other Clients

22. Each Client is solely responsible for any and all of its Client Content. Because we do not control Client Content, you acknowledge and agree that we are not responsible for any Client Content and we make no guarantees regarding the accuracy, currency, suitability, or quality of any Client Content, and we assume no responsibility for any Client Content. Your interactions with other Site or Information Clients are solely between you and such Client. You agree that Organization will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site or Information Client, we are under no obligation to become involved.

XIII. PERMISSION

23. By using the website and purchasing Services through AIS, Client agrees that American Infotech Solutions Inc. has permission from Client to send Client product and Service updates and occasional emails. Client acknowledges that they will not file any type of claim against American Infotech for doing so, such as for example and without limitation, harassment, spam, or intentional infliction of emotional distress. Client acknowledges that should they send a request to American Infotech Solutions Inc. in writing then any product updates and emails shall cease.

XIV. CONFIDENTIALITY ON BEHALF OF CLIENT

24. A. Just as how we will not share of any of you confidential information, the Client shall not share any of AIS'S information. Client recognizes that the tech support and consultation provided by AIS to Client is extremely sensitive in nature and secretive. Accordingly, the parties agree to enter into a confidential relationship with respect to the disclosure of certain private proprietary and confidential information regarding Confidential Information.

B. Definition of Confidential Information. For purposes of these Terms, "Confidential Information" shall include all information or material that has or could have sensitive information or commercial value or other utility in the business in which AIS is engaged. This includes a) any technical and non-technical information regarding any and all current, future, or proposed products, services, or business transactions proposed or discussed by AID, including for example and without limitation, information pertaining to AIS'S Services, products, parts, suppliers, business, Site, Information, client information, business model(s), financial information, development ideas, procurement requirements, client / customer lists, business forecasts, sales information, marketing plans and business plans and (b) client sensitive information, and (c) any information that may be made known to Client and which AIS has received from others that AIS is obligated to treat as confidential or proprietary, whether or not marked as confidential. The parties agree that information known to others is not necessarily deemed confidential.

C. Obligations of Client. In consideration for being shown AIS'S Confidential Information, the Client shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of AIS. Client shall treat all Confidential Information with the same degree of care as Client accords to Client's own confidential information, but not less reasonable care. Client shall not, without prior written approval of AIS, use for Client's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their own benefit, or any of AIS'S competitors, or to the detriment of AIS, any Confidential Information.

Client understands that the reference to "Proprietary Information" in this Agreement means all information and any idea in whatever form, tangible or intangible, whether disclosed to or learned or developed by Client, pertaining in any manner to the business of AIS (or its Affiliates) unless: (a) the information is or becomes publicly known through lawful means; (b) the information was rightfully in Client's possession or part of Client's general knowledge prior to Client's engagement to provide services to AIS; or (c) the information is disclosed to Client without confidential or proprietary restriction by a third party who rightfully possesses the information (without confidential or proprietary restriction) and did not learn of it, directly or indirectly, from AIS (or its Affiliates). Client further understands that AIS considers the following information to be included, without limitation, in such definition of Proprietary Information: (i) business model(s), product designs, inventions, trade secrets, AIS Client names/passwords, business ideas, data, programs, works of authorship, know-how, improvements, discoveries, designs, techniques and sensitive information AIS receives from its clients; (ii) technical information relating AIS'S existing and future products, including, where appropriate and without limitation, information pertaining to AIS'S Services, products, parts, suppliers, business, Site, Information, client information, business model(s), client lists, product specification and part lists, names of suppliers, structures, drawings, sketches, photographs, models, techniques, processes and apparatus relating to the same disclosed by AIS to Client or obtained by Client through observation or examination of information or developments; (iii) marketing information (including, without limitation, marketing strategies, customer and prospective customer names and requirements and product and services, prices, margins and costs); (iv) future product plans; (v) financial information provided to Client by AIS; (vi) personnel information; and (vii) other confidential business information, including client lists and any and all information related to its Confidential Information.

Client shall also return to AIS any and all designs, blueprints, marketing materials, parts, products, equipment, prototypes, records, notes, designs, code, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if AIS requests it.

Accordingly, the content of all conversations/discussions and correspondence between AIS and Client is to be kept confidential, unless authorized by AIS. Furthermore, should Client decide not to work with AIS or should the relationship between Client and AIS end, either voluntarily or involuntarily, the content of all conversations/discussion and any shared information or materials is to remain confidential and cannot be disclosed.

D. Time Periods. The parties' duty to hold in confidence Confidential Information that was disclosed during the term shall remain in effect indefinitely or until AIS sends Client written notice releasing Client from these Terms.

E. Notice of Breach. Client shall notify AIS immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Client or its representatives, or any other breach of this Agreement by Client or its representatives, and will cooperate with efforts by AIS to help AIS regain possession of Confidential Information and prevent its further unauthorized use.

X. NON-COMPETITION AGREEMENT

25. In consideration for being shown AIS'S Confidential Information, Client agrees not to use any of the Confidential Information to:

(a) directly or indirectly own, manage, operate, participate in, consult with, or work for any of AIS'S competitor or business, which is engaged in a similar business or industry to that of the AIS'S, either directly or indirectly.

(b) start its own business or participate in any business that is in direct or indirect competition with AIS.

(c) the time period for this non-competition agreement shall commence immediately throughout the relationship and for at least (10) ten years after Client ends their relationship with AIS.

XI. NON-CIRCUMVENT AGREEMENT

26. In consideration for being shown AIS'S Confidential Information, Client agrees not to use any of the Confidential Information to:

(a) either alone or in conjunction with any other person, partnership or business, directly or indirectly, solicit, or divert, or attempt to solicit or divert, any of AIS, or agents of AIS, or its affiliates, or successors, to work for Client, or represent any competitor of AIS, or its affiliates or successors.

(b) call upon, solicit, divert, or contact any of the customers, or clients of AIS, or its affiliates, or successors, and solicit or attempt to solicit them to become customers, or clients of Client, or to use such contacts to the detriment of AIS.

(c) disclose any information, directly or indirectly, regarding AIS'S prices, products, or methods, to any potential clients or customers, in the attempt to secure their business for Client's own use or to the detriment of AIS.

(d) the time period for this non-circumvent agreement shall commence immediately throughout the relationship and for at least (10) ten years after Client ends their relationship with AIS.

XII. LEGAL DISCLAIMER, LIMITATIONS, AND EXCLUSIONS OF LIABILITY

27. American Infotech Solutions Inc. is an equal opportunity employer. American Infotech Solutions Inc. does not discriminate on the basis of race, ethnicity, religion, sex, color, national origin, gender, sexual orientation, genetic information, age, disability, or marital status in its hiring or employment practices.

28. American Infotech Solutions Inc. disclaims any and all liability regarding any of the content provided by the Client. We have no way to verify that any of the information listed by Client is accurate, up-to-date, or fraudulent. Should reliance on any of the Client Content result in some kind of cause-of-action or injury to the Client, known or unknown, American Infotech Solutions Inc. shall have no liability or responsibility.

29. Although the Services provided by American Infotech Solutions Inc. are intended help provide tech support services to businesses and end Clients, American Infotech Solutions Inc. cannot guarantee that the business results desired by Client will necessarily occur as a result of the tech support. Client recognizes that a number of factors may contribute to a Client's business growth, and that American Infotech Solutions Inc. is merely providing a proven tool to help do so, but that there is no guarantee that this will occur.

30. A. Being aware of the above, the Client takes any information from American Infotech Solutions Inc. at their own risk. By using any of the information, the Client agrees NOT TO SUE American Infotech Solutions Inc., or any of its agents, owners, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, breach of contract, breach of warranty, damage, or injury that may be sustained by the Client, should there be any side effects from the use of its products, Services, or reliance on any information, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, negligence, or otherwise, to the fullest extent allowed by law.

B. RELEASE AND WAIVER OF LIABILITY. Member recognizes that there may be certain hazards and risks connected with implementing tech support to their business or home. These risks include, but are not limited to, corporate espionage, hackers, viruses, weather conditions, power blackouts, technical accidents, etc.. Client agrees to defend, indemnify and hold harmless American Infotech against any loss, damage or expense incurred by reason of any claim or liability based upon any financial loss or property damage arising out of the negligent or intentional action of Client. Client acknowledges that American Infotech shall not be responsible for any of technological equipment that may become damaged while being used by Client. Client further agrees to release American Infotech and its owners, officer, agents, employees and/or affiliates from any and all liability arising out of injury or loss to Client, and further agrees to defend, indemnify and hold American Infotech, its owners, officers, employees and/or affiliates free and harmless from against the same.

31. By using any of the information offered by American Infotech Solutions Inc., Client agrees to waive any liability and hold RELEASEES harmless of any claims, torts, breach of contract, breach of warranty, acts of negligence, or injuries, whether known or unknown.

32. **LIMITATION OF LIABILITY.** Should AIS be found by a court to be liable to Client for anything, Client agrees that under no circumstances will liability of our company exceed the actual amount paid by Client.

33. The site, all information, content, materials and information related to the foregoing, are provided "as is" and "as available" and to the fullest extent permissible under applicable law, we and our affiliates disclaim all warranties, express or implied, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, course of dealing, usage, trade practice, title, non-infringement, non-interference, and accuracy of data. Applicable law may not allow the exclusion of certain implied warranties, so the above exclusion may not apply to you. We and our affiliates do not warrant that your use of the site will be uninterrupted, error-free or virus free. The submission of any Client content and the download or upload of any material through AIS website is done at your own discretion and risk. You will be solely responsible for any damage to your computer system or loss of data that may result from the download or upload of any such material or from reliance upon the site or information, and you are advised to maintain offline backup copies of all Client content. We are not the provider of, and make no warranties with respect to, any third-party offerings. We do not guarantee the security of any information transmitted to or from the site or information; and you agree to assume the security risk for any information you provide using the site or information.

34. No representation or warranty is made that the site or information provided is comprehensive or accurate information. We reserve the right to filter, modify or remove content, media, information, or any other material from the site or information and from the output of the site or information.

35. You agree to indemnify, hold harmless and, at our option, defend our business, including our affiliates, officers, directors, employees, agents, and any third-party information providers) from and against all damages, claims, demands, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from any violation of these terms or applicable law or your Client content.

X. GENERAL PROVISIONS

36. **Modifications to Terms.** We may change these Terms from time to time. If you object to any such Changes, client sole recourse will be to cease using the Site. Continued use of the Site or the Information following posting of any such changes will indicate your acknowledgment of such changes and your agreement to be bound by the revised Terms, inclusive of such changes.

37. **Modifications to Information.** We reserve the right to modify these Terms, Site and/or Information at any time without notice. If you object to any changes, your sole recourse will be to cease our Services. Continued use of the Services following posting of any such changes to the Terms will indicate your acknowledgment of such changes and satisfaction with the Information as so modified. We also reserve the right to discontinue the Site at any time without notice. We will not be liable to you or any third-party should we exercise our right to modify or discontinue the Site.

38. **Severability.** If any provision (or portion of thereof) of these Terms is declared by an arbitrator, mediator, or court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and, as far as possible, the arbitrator, mediator, or court shall limit the scope or application of the affected clause to the least extent possible in order that it may be valid and enforceable.

39. **Governing Law.** I hereby further agree that these Terms shall be construed in accordance with the laws of Virginia, and that any mediation, suit, or other proceeding must be filed in Virginia, even if Client is outside that jurisdiction.

40. **Remedies.** Client agrees that any controversy or claim arising out of or relating the Terms shall be first settled by arbitration. Both parties agree that any arbitrator needs to be mutually agreed upon. Should arbitration fail, both parties agree to have their legal issue be heard before a mediator that both parties need to mutually agree upon. Should mediation fail, both parties agree that they may then have their legal issue resolved by the courts.

41. **Legal Fees.** In the event of any legal or equitable proceeding (arbitration or mediation) arising out of or in connection with the parties' obligation under these Terms, the prevailing party shall recover its reasonable attorneys' fees and costs, including reasonable costs for experts. The prevailing party shall be the party who obtained substantially the same remedy requested, whether by judgment, appeal, settlement, or award.

43. **Disclaimer.** American InfoTech Solutions, Inc. is an independent technical support service provider for a large variety of third party products, brands and services. Any use of Trademarks, Brands, Products and Services is referential and American InfoTech Solutions, Inc., hereby, disclaims any association, affiliation – direct or indirect, or representation in any form, of any such brand, product or service.

44. **Contact Information.** If you have any questions regarding American Infotech Solutions Inc., you can contact us at:

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