



Terms and Conditions

Alabama Interactive Subscription Service Agreement

The Subscriber and Alabama Interactive wish to contract for the provision of services from Alabama Interactive to Subscriber as per the Terms and Conditions below. Alabama Interactive provides online access, from terminals or personal computers, to a number of databases with related services. Subscriber wishes to use the services made available by Alabama Interactive.

Terms and Conditions

1. This agreement sets forth the terms and conditions under which Alabama Interactive will provide services to Subscriber.
2. Alabama Interactive reserves the right to withdraw any service without consulting Subscriber prior to withdrawing such service and shall have no liability whatsoever to Subscriber in connection with deletion of any such service.
3. Subscriber acknowledges that he/she has read this Agreement and agrees that it is the complete and exclusive statement between the parties, superseding all other communications, oral or written. This agreement and other notices provided to Subscriber by Alabama Interactive constitute the entire agreement between the parties. This agreement may be modified only by written amendment signed by the parties, except as otherwise provided for in this paragraph. In the event Subscriber issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that it is for Subscriber's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Agreement.
4. Conditions of Use
 - a. Hours of Service: Service will be provided on a non-guaranteed basis seven (7) days per week, twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by Alabama Interactive at its sole discretion.
 - b. ID/Account Numbers: Alabama Interactive will issue to the Subscriber a maximum of ten (10) ID/account numbers per annual fee. Subscriber is responsible for preserving the secrecy of his/her account numbers and to ensure that access to services and use of his/her ID/account numbers are controlled by him/her and that, in those instances where a purchase order provides time and/or dollar and/or database limitations, use of the system does not exceed those limitations. Subscriber is liable for any and all charges for services to his/her ID/account numbers whether or not authorized by Subscriber.
 - c. Copyright and Ownership of Information: Subscriber agrees to comply with any copyright notices and other limitations on use applicable to services, databases, or other information provided through Alabama Interactive services.
5. Payment
 - a. Invoices for all services rendered will be prepared by Alabama Interactive and provided by Alabama Interactive. Rates shall be in accordance with the current Alabama Interactive rate schedule. Terms of invoice payment shall be net thirty (30) days.
 - b. In addition to the rates contained herein, Subscriber shall pay Alabama Interactive for all sales, use, and excise taxes incurred by Alabama Interactive in providing services to Subscriber.



Alabama Interactive, LLC
<https://www.alabama.gov/subscriptions>
subscriptions@alabamainteractive.org

- c. Past due invoices will be subject to a delinquency charge of 1.5% of the amount in arrears per month, or the legal limit, whichever is less. Subscriber agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.
- d. Electronic Check Option: Banking institution automatically deducts amount of usage fees out of checking account monthly.
- e. Visa/MasterCard/Discover/American Express Option: Charges the monthly usage fees to your charge card monthly.
- f. Monthly Minimum Billing: Alabama Interactive bills you monthly. Monthly charge is actual use, or \$15.00, whichever is greater.
- g. Default: An account is in default if it is past due or if Subscriber should declare a bankruptcy or insolvency. In the event of default, Alabama Interactive may, at its sole option, block the Subscriber from use of the account either temporarily, until the past due amount is paid, or permanently, regardless of payment. Not exercising this option at any particular time or degree of delinquency does not prevent Alabama Interactive from exercising this option at any other time or degree of delinquency.

6. Limitation of Liability

- a. The remedies set forth in this Agreement are exclusive and in no event shall Alabama Interactive, its directors, officers, agents, or employees be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Such damages shall in any event be limited to the charges paid for the previous month by Subscriber for the services in connection with which a claim of liability is asserted or imposed. Subscriber specifically understands and recognizes that the system by which these services are offered to it is experimental and may experience problems of various kinds resulting in an inability to provide services.
- b. Subscriber agrees that Alabama Interactive will not be liable for any claim or demand of any nature or kind whether asserted against Alabama Interactive or against Subscriber by any third party, arising out of the services or materials provided or their use. Subscriber agrees to indemnify and hold Alabama Interactive harmless from claims of third parties arising out of the Subscriber's use of the services or materials provided pursuant to this Agreement.
- c. Alabama Interactive shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstances beyond its reasonable control, including problems with or delays caused by its database or other providers.
- d. No action or suit, regardless of form, other than an action for payments due Alabama Interactive, arising out of the transactions pursuant to this Agreement may be brought by either party more than one year after the cause of the action accrues.
- e. Alabama Interactive, Alabama state, county and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on Alabama Interactive shall at no time be liable for any errors in or omissions from information available on the Alabama Interactive network.

7. Warranty

- a. Alabama Interactive makes no warranties express or implied, including but not limited to any implied warranties. While Alabama Interactive and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or



representation as to accuracy or completeness is made or implied.

- b. Subscriber warrants that it is aware of and will comply with all applicable federal, state, or other laws with regard to access to any and all information, databases, programs, or other products to which access is provided by or through Alabama Interactive.
8. Rate Changes
 - a. Rates are as set forth in the Subscription Service Agreement insert and are established by Alabama Interactive at its sole discretion (unless this Agreement is a fixed term agreement as detailed in Paragraph 8b below).
 - b. The parties may enter into a fixed-term agreement setting forth a set rate for a specified term. Any such agreement will be evidenced and detailed in writing.
9. Limitations - Under no circumstances may Subscriber, or any other party acting by or through Subscriber or using Subscriber's ID/account numbers, use data received from or through Alabama Interactive in any way except in full and complete compliance with all applicable laws.
10. Trade name/Trademark - Subscriber agrees that he/she will not use the trademark "Alabama Interactive" or "NIC Alabama" or any of Alabama Interactive's services identified in any fashion unless specifically authorized to do so in writing by Alabama Interactive. Subscriber agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Subscriber by Alabama Interactive.
11. General
 - a. Waiver: The waiver, modification, or failure to insist by Alabama Interactive on any of these terms or conditions, shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of AI's right to performance of any such term or terms.
 - b. Severability: If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.
 - c. Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Alabama as such laws are applied to contracts made and to be performed entirely in Alabama and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Alabama and in no other jurisdiction.
 - d. Assignment: This Agreement is not assignable or transferable by Subscriber and any attempted assignment or transfer shall be null and void and of no force or effect. Alabama Interactive may assign this Agreement and/or the payments due to Alabama Interactive without notice to or requirement for Subscriber's permission or approval. customer account number, with any billing inquiries