

The following terms and conditions apply to all services provided by Fortitude I.T. Development LLC to the Client. The Services are defined in the applicable Fortitude I.T. Development LLC project quotation(s) (collectively "Quote").

***Acceptance.***

It is not necessary for the Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a Quote from Fortitude I.T. Development LLC, then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

***Responsibilities of Fortitude I.T. Development LLC.***

- A. Use commercially reasonable efforts to provide the specific Fortitude I.T. Development LLC Services as detailed in the Quote accepted by Client.
- B. Carry out services in a professional and timely manner.
- C. Make every effort to adhere to any deadlines agreed between Fortitude I.T. Development LLC and Client.
- D. Make a reasonable number of revisions until Client approves the work by providing Fortitude I.T. Development LLC with a written confirmation via email.

***Responsibilities of Client.***

- A. Provide Fortitude I.T. Development LLC, within a reasonable timescale, everything that is requested from Client to complete the work - including text, images and other information.
- B. Review Fortitude I.T. Development's work, provide feedback, and sign-off approval in a timely manner.
- C. Make every effort to adhere to all agreed deadlines.
- D. Adhere to the payment schedule defined in the Invoice.
- E. Advise Fortitude I.T. Development LLC, in advance, of any confidential information to be presented by email, written, or verbally, between both parties.

***Charges and Payments.***

Charges and payment plans for services to be provided by Fortitude I.T. Development LLC are defined in the Quote that the Client receives via e-mail. A Quote is valid for a period of 30 days. Fortitude I.T. Development LLC reserves the right to alter or decline to provide a Quote after expiry of the 30 days.

Upon acceptance of a Quote from Fortitude I.T. Development LLC, Client agrees to pay Fortitude I.T. Development LLC the fees as defined in the applicable Quote, at the time defined in the same applicable Quote.

If any check or credit card charge is not honored by the applicable bank or financial institution, Fortitude I.T. Development LLC reserves the right to assess a One Hundred Dollar (\$100.00) charge for each check and credit card rejected. All charges are non-refundable, and are payable in United States currency. Failure to use the Fortitude I.T. Development LLC Services does not constitute a basis for refusing to pay any of the associated charges. Client agrees to be bound by the pricing and billing practices of Fortitude I.T. Development LLC in effect at any given time. Upon prior written notice to Client (with e-mail sufficing), Fortitude I.T. Development LLC reserves the right to change its pricing and/or billing practices whenever necessary, in its sole discretion, with respect to future offers of Fortitude I.T. Development LLC Services only.

***Completion of Service.***

A rendered service is considered complete upon Client's provision of written confirmation to Fortitude IT Development via email.

***Refund Policy.***

All sales are final and non-refundable. However, revisions can be made as defined in the applicable Quote. All requests for revisions MUST BE submitted in writing within ten (10) day time-frame from the date of their completion of service, either via certified mail to the business mailing address set forth below, or via email sent to: [info@fortitutedev.com](mailto:info@fortitutedev.com)

Fortitude I.T. Development LLC

Attn: David Bleiweiss

Address: 54 Broad Street, Suite L104. Red Bank, NJ

Phone: 732 - 268 - 8165

***Indemnity.***

All Fortitude I.T. Development LLC services may be used for lawful purposes only. Client agrees to indemnify and hold Fortitude I.T. Development LLC harmless from any claims resulting from its use of our service.

***Liability.***

The company will not be held liable for any missed launch date or deadline, if the Client has been late in supplying materials, or has not approved or signed off work on time, at any stage.

***Copyright.***

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants Fortitude I.T. Development LLC the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting Fortitude I.T. Development LLC permission and rights for use of the same and agrees to indemnify and hold harmless Fortitude I.T. Development LLC from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by the Client to Fortitude I.T. Development LLC that all such permissions and authorities have been obtained.