



THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL WEBSITE DEVELOPMENT AND GRAPHIC DESIGN SERVICES BY FORTUNE DESIGN TO THE CLIENT.

## **Recognition**

It is not required that any Client sign an acceptance of these terms and conditions in order for them to apply. If a Client accepts a quote, they are deemed to have satisfied themselves as to the terms that apply and to have fully accepted these terms and conditions.

Please carefully follow the full terms and conditions. You have read and accepted our terms and conditions once you make a purchase or use our services.

## **Quotations**

The costs of Fortune Designs services, software, and hardware are disclosed in the project quotation sent to the Client through email. For a period of 14 days, quotations are valid. After the 14-day period has expired, Fortune Designs reserves the right to change or deny to submit a quotation.

## **Content Control and Turnaround Time**

The client agrees to designate one person as the key contact to assist Fortune Design in moving the commission forward in a timely and appropriate way. Fortune Design will require the client to contribute website material throughout the project. Images, as well as any important information

Because Fortune Design is a small company, we must ensure that the work we have scheduled is completed on time. Time has been set aside. As a result, we ask that you give all of the necessary information ahead of time. We reserve the right to charge a premium of up to 25% if we are unable to progress with your website because we have not received the necessary information within the agreed-upon time limit (30 days after initial payment), and we are delayed as a result.

If you agree to furnish us with the essential information and then fail to do so within one month of the project's start date, we retain the right to close the project and demand immediate payment of the remaining balance. Simply expressed, the preceding requirement states that you must not give us permission to begin until you are ready.

## **Payments**

Fortune Designs needs a 50% deposit from every new client before any work is submitted to them for evaluation, unless otherwise agreed. If a down payment is chosen, work will not begin until a debit order form is received and has been



completed and filled in. All website design, graphic design, and hosting services are included. The total quote amount is due upon completion of the job, prior to uploading to the server or publication of the project.

## **Additional charges**

The client undertakes to compensate Fortune Design for any additional costs incurred as a result of the work being completed

Before purchasing any software, hardware, special typefaces, stock images, or other items, this will always be discussed.

## **Browsers (internet browsers)**

Fortune Design makes every effort to ensure that its websites are designed to appeal to the widest possible audience. Websites are built to work with the most popular browsers available today (Eg. Firefox, Google Chrome, Safari etc.) Client acknowledges that Fortune Design cannot guarantee that all browser software will work with all operating systems. Fortune Design will not be held liable for web pages that do not display properly in new browser versions released after the website has been designed and delivered to the Client. As a result, Fortune Design retains the right to charge a fee for any work required in updating the website's design or code to make it compatible with newer browser software.

## **Default**

Accounts that are not paid thirty (30) days after the invoice date are considered delinquent. If the client leaves any information or files on Fortune Design's Web Hosting server by default, Fortune Design may, at its discretion, erase all such data. Web Hosting Server: Fortune Design is not liable for any data lost as a result of the service's termination. Getting rid of them. The client's obligation to pay any overdue charges assessed to the client's account is not relieved by the content. Clients who default on their payments agree to cover Fortune Design's reasonable expenditures, such as legal fees and costs.

## **Termination**

Client termination of services must be requested in writing or email and will take effect upon receipt of such notice. Requests for services made via e-mail or telephone will not be honored unless and until they are confirmed in writing. The Client will be billed for design work completed up to the date of the first notification of cancellation, with a thirty (30) day payment deadline.

## **Indemnity**



All fortune Design service may be used for lawful purposes only. You agree to indemnify and hold Fortune Design harmless from your use of our service that damages you or any other party.

## **Credit for the design**

At the bottom of the client's website, a link to Fortune Design will display in small type or as a little image.

If visuals are utilized, they will be tailored to match the site's general design.

A cost of 10% of the total development charges will be imposed if a client requests the design credit be removed.

The client also agrees that the website that Fortune Design creates for them may be included in Fortune Design's portfolio.

## **Copyright**

The Client retains the copyright to data, files and graphic logos provided by the client, and grants Fortune Design the rights to publish and use such material. The client obtains permission and rights to use any information or files that are copyrighted by a third party.

The client is further responsible for granting Fortune Design permission and rights for use of the same and agrees to indemnify and hold harmless Fortune Design from any and all claims resulting from the client's negligence or inability to obtain proper copyright permissions.

## **Changes**

After three samples have been delivered, each graphic design assignment includes two revisions.

After the website has gone online, each website includes three hours of content modifications.

Any subsequent work will be charged at our standard hourly rate.

## **Training**

A two-hour training session is included with each content management website. Any further training will be billed at our hourly rate.

## **General**

All earlier statements, understandings, or agreements are superseded by these terms and conditions. Acceptance of these terms and conditions is signified by the client's signature



below or payment of an advance charge. By making a payment online, you are agreeing to our terms and conditions.