



Altitude 800 Corporation • 26239 Devonshire • Mission Viejo, CA • 92692
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TERMS AND CONDITIONS OF SERVICE

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. When a Client accepts a quote, which always states the following terms and conditions, Client will then 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.

1. Should the scope of work be changed or expanded by client while the project is underway, it may be necessary to modify the budget as outlined herein by issuing a Change Order budget modification. Each Change Order will be agreed to by the client before proceeding in the new or altered program.

Altitude 800 Corporation is not responsible for any extra charges that may occur by others as a result of software incompatibility or any other technical or production issues.

Overtime, rush, holiday and weekend work instructed by client's directive is billed in addition to the fees quoted. The designer's ability to meet deadlines is predicated upon the client's provision of all necessary approvals in a timely manner. In the event of any delinquency in the payment of any invoice rendered by us to you or any of your affiliates, we reserve the rights:

- a. to cease performance of any and all open engagements between us and/or any of your affiliates.*
- b. to withhold delivery of any goods and services related thereto.*
- c. to decline to perform any open engagements notwithstanding the correction of any such delinquency.*

2. Client agrees the service shall not be used to post or transmit any unlawful, illegal, obscene, or pornographic information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the US export control laws and regulations; or post or transmit any information or software which contains a virus, worm, malware, cancelbot or other harmful component.

3. Client agrees that Altitude 800 Corporation makes no claims nor guarantees regarding Client's website performance, number of visitors, or sales the website may generate, and will not be held liable. Altitude 800 Corporation makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to function on the most popular current browsers (e.g. Firefox, Internet Explorer, Chrome, etc.). Client agrees that Altitude 800 Corporation cannot guarantee correct functionality with all browser software across different operating systems.

Altitude 800 Corporation cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website has been designed and approved by the Client. As such, Altitude 800 Corporation reserves the right to quote for any work involved in changing the website design or website code for it to function with updated browser software.

4. Client agrees that any unsolicited mass e-mail campaigns associated with client website or email accounts will result in immediate termination of service.

5. Client agrees that Altitude 800 Corporation is not responsible for data hosted on our server, including security of said data, and shall hold Altitude 800 Corporation harmless for liability in the event of data loss, corruption, and/or deletion.

6. In the event that we sustain a loss as a result of a claim, suit or proceeding brought against you as a result of the publication or reproduction of broadcast material which the Client approved and authorized us to produce for said Client; the Client agrees to indemnify us for any such losses.
7. Client agrees they shall be responsible for communicating and enforcing with its own authorized users with respect to the service and terms and conditions.
8. Client agrees that website hosting and maintenance service shall be automatically renewed for successive terms and payment for services are made in advance.
Failure to pay any outstanding invoice by specified due date will lead to late fees and/or suspension of services with reinstatement only upon receipt of payment. No refunds or credits shall be earned for lapse of payment.
9. Client agrees that website hosting fees are billed quarterly, one month in advance of each billing quarter.
10. Unless specified to the contrary on the face thereof, all invoices rendered to the Client will be due upon presentation and delinquent fifteen (15) days after the date of the invoice. Unless paid prior to delinquency, all invoices will incur a late charge of \$10 per 30 days of delinquency. Should we be forced to retain attorneys to collect our invoices, their fees and court dues, as well as interest, will be paid by the Client.
11. Client agrees that in the event of default in the payment of any amount due, and if this account is placed in the hands of an agency or attorney for collection or legal action, all fees and costs incurred will be added to the net invoice costs, as permitted by laws governing these transactions. All case venues will be in Orange County, CA
12. Client agrees that prepaid website hosting fees are non-refundable.
13. Client agrees that Altitude 800 Corporation reserves the right to change rates and charges for services. Revisions of the applicable rates and charges will become effective following a thirty (30) day written notification by Altitude 800 Corporation to the Client.
14. Altitude 800 invoices are subject to applicable taxes. Our confirmations and proposals do not reflect taxes unless specified.
15. Client agrees they shall give 30 days notice to advise cancellation of any and all services provided by Altitude 800.
16. Client agrees that the service is provided "as-is" without any warranties of any kind. If Client is dissatisfied with the service or with any terms, conditions, rules, policies, guidelines, or practices of Altitude 800 Corporation in operating the service, Client's sole and exclusive remedy is to terminate this agreement and discontinue using the service.
17. The Client retains the copyright to data, files, graphics and logos provided by the Client, and grants Altitude 800 Corporation 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 Altitude 800 Corporation permission and rights for use of the same and agrees to indemnify and hold harmless Altitude 800 Corporation 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 Altitude 800 Corporation that all such permissions and authorities have been obtained.
18. In accordance with state and federal copyright laws, any Client website and its created contents, design and / or photographs by Altitude 800 remains the property of Altitude 800 Corporation. Written permission is required to transfer a client site to another server or for any use of the site contents not originally supplied by the Client.. Logo and brochure designs created by Altitude 800 Corporation are the property of the Client after design fees are paid in full to Altitude 800 Corporation.
19. A link to Altitude 800 Corporation will appear in either small type or as a small graphic at the bottom of the Client's website. If the Client requests that the design credit be removed, a fee of 10% of the total development charges will be applied. The Client also agrees that the website developed for the Client may be presented in Altitude 800 Corporation's portfolio.