

1. Introduction

These Website Terms And Conditions (these “Terms” or these “Website Terms And Conditions”) shall govern your use of this website, including all pages within this website (collectively referred to herein below as this “Website”). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Terms.

2. Services

We provide a range of IT consulting services, including but not limited to system analysis, software development, network setup, web development, office suite setup and IT support. The specific services to be provided will be detailed in a separate Statement of Work (SOW) for each project.

3. Payment Terms

Rates and Fees: Our services are billed at the rates specified in the SOW. All fees are exclusive of taxes, which will be added to the invoice where applicable.

Invoicing: Invoices will be issued termly (weekly, monthly, yearly) or one-off prior completion of milestones as specified in the SOW.

Payment Due Date: Payments are due within 7 days of the invoice date.

Late Payments: Late payments will incur a late fee of 1.5% per month on the outstanding balance.

4. Refund Terms

Non-Refundable Services: Fees for services rendered are non-refundable.

Prepaid Services: Refunds for prepaid services will be considered on a case-by-case basis, subject to a deduction for services already rendered.

5. Cancellation Terms

Client-Initiated Cancellation: Clients may cancel services with 30 days’ written notice. Fees for services rendered up to the cancellation date will be due.

Firm-Initiated Cancellation: We reserve the right to cancel services with 30 days’ written notice. In such cases, clients will be refunded for any prepaid services not yet rendered.

6. Terms of Rendering Services

Service Delivery: Services will be delivered as specified in the SOW. Any changes to the scope of work must be agreed upon in writing.

Client Responsibilities: Clients must provide necessary access, information, and resources to facilitate the delivery of services.

Confidentiality: Both parties agree to maintain the confidentiality of any proprietary information shared during the engagement.

7. No Legal Services

THE CONTENT, INFORMATION, AND/OR MATERIALS ON THIS WEBSITE ARE PROVIDED TO DESCRIBE OR ILLUSTRATE THE COMPANY'S SERVICES AND/OR ARE EDUCATIONAL IN NATURE. HOWEVER, 1) COMPANY DOES NOT PROVIDE LEGAL SERVICES AND 2) THE CONTENT, INFORMATION, AND/OR MATERIALS ON THIS WEBSITE SHALL NOT BE CONSIDERED LEGAL ADVICE. FOR ANY LEGAL SERVICES OR LEGAL ADVICE YOU MAY NEED, YOU SHOULD CONTACT A LICENSED ATTORNEY IN YOUR JURISDICTION.

8. Restrictions

You are expressly restricted from all of the following:

- a. publishing any Website material in any media;
- b. selling, sublicensing and/or otherwise commercializing any Website material;
- c. publicly performing and/or showing any Website material;
- d. using this Website in any way that is, or may be, damaging to this Website;
- e. using this Website in any way that impacts user access to this Website;
- f. using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
- g. engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
- h. using this Website to engage in any advertising or marketing;

Certain areas of this Website are restricted from access by you and Company may further restrict access by you to any areas of this Website, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality of such information.

9. Intellectual Property

All software, content, logos, and names included on this Website is owned or licensed by our Company and protected by US and international copyright and trademark laws and may not be

reproduced, modified, distributed, displayed, performed, or used in connection with any product or service in any manner.

You are granted a limited license only, subject to the restrictions provided in these Terms, for purposes of viewing the material contained on this Website.

10. No warranties

This Website is provided “as is,” and Company makes no express or implied representations or warranties, of any kind related to this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consult or advice of any kind to you.

11. Limitation of liability

IN NO EVENT SHALL COMPANY, NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES AND CONTRACTORS, BE LIABLE TO YOU FOR ANYTHING ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THIS WEBSITE, WHETHER SUCH LIABILITY IS UNDER CONTRACT, TORT OR OTHERWISE, AND COMPANY, INCLUDING ITS OFFICERS, DIRECTORS EMPLOYEES AND CONTRACTORS, SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THIS WEBSITE.

12. Indemnification

You hereby agree to indemnify to the fullest extent Company, from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney’s fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

13. Severability

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

14. Variation of Terms

Company is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use of this Website.

15. Information or materials submitted by You

No information or materials submitted or provided to Company through this Website shall violate any third-party intellectual property or any other rights and/or contain information or any material that is unlawful.

16. Entire Agreement

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Company and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

17. Governing Law & Jurisdiction

These Terms will be governed by and construed in accordance with the laws of the State of North Carolina without respect to its conflict-of-laws principles. By using this Website, you submit to the non-exclusive jurisdiction of the state and federal courts located in North Carolina for the resolution of any disputes. By using this Website, you consent to the personal jurisdiction of the state and federal courts located in North Carolina.

18. Privacy Policy

Please refer to our Privacy Policy in the footer of our website <http://latonyasumbry.online/> that provides a detailed explanation of users' rights and responsibilities with respect to information that is disclosed on this Website.

19. Minors Policy

This Website is not for use by any individual that is thirteen (13) years old or less ("Minor"), and you must not use this Website if you are a Minor. You should not allow a Minor to use and/or submit any information about such Minor through this Website.

20. Contact Information

If you have any questions or comments about our Terms and Condition, please do not hesitate to contact us at: service@latonyasumbry.online