

FORTUNA PRO

Terms of Service & Privacy Policy

Effective Date: May 7, 2026 · Version 1.0

Applies to: fortunapro.io and all associated services

Operator: FORTUNA PRO · info@fortunapro.io

This document governs all interactions between visitors, prospective clients, and active subscribers of FORTUNA PRO. By accessing this website or submitting an inquiry, you acknowledge and accept the terms set forth below.

PART I

Terms of Service

Last updated: May 7, 2026 · These Terms of Service govern your use of the FORTUNA PRO website, inquiry process, service agreements, subscription services, and any digital products or educational content offered by FORTUNA PRO. These Terms apply to all visitors, prospective clients, and active subscribers.

1. Acceptance of Terms

By accessing fortunapro.io, submitting a contact or application form, booking a strategy call, or entering into a service agreement with FORTUNA PRO, you confirm that you have read, understood, and agreed to be bound by these Terms of Service. If you do not agree to these terms, you must not use this website or any of its services.

These Terms constitute a legally binding agreement between you (Client or User) and FORTUNA PRO (the Company, we, us, or our). If you are entering into these Terms on behalf of a business entity, you represent that you have the authority to bind that entity.

2. Description of Services

FORTUNA PRO is a digital growth agency and SaaS ecosystem provider serving independent beauty professionals. Services offered include, but are not limited to:

- Done-for-you social media management and content creation
- CRM setup, configuration, and automation workflows
- Email marketing sequences and campaign management
- WhatsApp Business API automation
- Booking system integration and lead generation infrastructure
- Paid advertising campaign management (Meta, Google)
- Business strategy consulting and monthly performance reviews
- Digital education products: masterclasses, courses, and recorded modules
- Directory listings and marketplace visibility (Phase 3+)

The specific scope, deliverables, and pricing for any engagement are defined exclusively in a written Service Agreement signed by both parties. Information on this website is for informational purposes only and does not constitute a binding offer.

3. Eligibility and Account Registration

To access paid services, you must:

- Be at least 18 years of age
- Operate or intend to operate a lawful beauty-related business
- Provide accurate and complete information during the inquiry and onboarding process
- Maintain updated contact, payment, and business information for the duration of the engagement

FORTUNA PRO reserves the right to reject any application or inquiry without obligation to provide a reason. Submission of an inquiry form does not create a client relationship or guarantee acceptance into any program or service tier.

4. Subscriptions, Payments, and Billing

4.1 Subscription Tiers

FORTUNA PRO offers monthly subscription packages. Pricing, inclusions, and setup fees are set forth in the applicable Service Agreement and may be updated periodically. Packages currently include Starter, Growth, and Full System tiers, as well as one-time education products and future marketplace listings.

4.2 Billing and Payment

Subscription fees are billed monthly in advance. Setup fees are charged at contract execution. All payments are processed through Stripe. By providing payment information, you authorize FORTUNA PRO to charge your designated payment method for all applicable fees.

Accepted payment methods include major credit/debit cards and ACH bank transfers (where supported by Stripe). All amounts are in U.S. dollars (USD).

4.3 Late Payments

If payment is not received within five (5) business days of the billing date, FORTUNA PRO may: (a) suspend service delivery until the outstanding balance is cleared; (b) assess a late fee of 1.5% of the outstanding balance per month; or (c) terminate the engagement in accordance with Section 6.

4.4 Price Changes

FORTUNA PRO may adjust pricing with thirty (30) days' written notice. Continued use of services after the effective date of any price change constitutes acceptance of the new pricing. Active subscribers will not be subject to retroactive price increases within the current billing period.

4.5 Taxes

Clients are responsible for all applicable taxes, duties, or levies arising from their purchase. FORTUNA PRO will collect and remit sales tax only where legally required.

5. Refund and Cancellation Policy

5.1 Setup Fees

Setup and onboarding fees are non-refundable once work has commenced. These fees cover initial discovery, strategy, system configuration, and brand asset preparation — work that is delivered regardless of whether the subscription continues.

5.2 Monthly Subscriptions

Subscriptions may be cancelled with twenty (20) days' written notice prior to the next billing cycle. Cancellations received with fewer than twenty (20) days' notice will result in one final billing cycle charge before services cease. FORTUNA PRO does not provide partial-month refunds.

5.3 Education Products

Digital products, including masterclasses and recorded courses, are non-refundable upon access or download. If a product is found to be materially defective or misrepresented, FORTUNA PRO will offer a replacement or account credit at its sole discretion.

5.4 Cancellation for Cause

FORTUNA PRO may immediately terminate services and retain all fees paid if a client: (a) provides materially false information; (b) engages in abusive, threatening, or harassing conduct toward FORTUNA PRO staff or contractors; (c) uses FORTUNA PRO services for unlawful purposes; or (d) violates these Terms in any material way.

Cancellation initiated by the client prior to completing Phase delivery milestones does not entitle the client to a refund of setup fees. Refer to your individual Service Agreement for milestone-specific terms.

6. Service Agreements and Scope of Work

Each client engagement is governed by a separate written Service Agreement, which defines the specific deliverables, timeline, pricing, payment schedule, milestones, and termination conditions applicable to that engagement. In the event of any conflict between these Terms of Service and a Service Agreement, the Service Agreement shall control with respect to the specific engagement.

FORTUNA PRO operates as an independent contractor. Nothing in these Terms or any Service Agreement creates an employment, partnership, joint venture, or agency relationship between FORTUNA PRO and the client.

7. Results, Testimonials, and Projections

FORTUNA PRO provides digital marketing and business growth services. Results, outcomes, and projections discussed on this website, in strategy calls, or in proposals are illustrative and not guarantees. Actual results depend on factors including but not limited to:

- The client's offer quality, pricing, and market positioning
- Geographic market conditions and local competition
- Budget allocated to paid advertising
- Consistency and quality of content provided by the client
- Responsiveness to client inquiries and follow-up
- Platform algorithm changes and third-party tool performance

Testimonials and case studies presented on this website reflect the experiences of specific clients under specific conditions and are not representative of average or guaranteed outcomes. FORTUNA PRO makes no warranty, express or implied, regarding specific revenue increases, follower counts, booking rates, or other business metrics.

8. Client Responsibilities

As a FORTUNA PRO client, you agree to:

- Provide accurate, current, and complete business information during onboarding
- Grant timely access to accounts, platforms, and tools necessary for service delivery
- Respond to communications from FORTUNA PRO within three (3) business days
- Review and approve deliverables within the timeline established in your Service Agreement
- Not engage conflicting service providers without written notice
- Ensure you hold all rights to brand assets, images, and content provided for use
- Maintain active subscriptions to any third-party tools required for service delivery

Delays caused by client inaction or non-responsiveness may extend timelines and do not entitle the client to refunds or service credits.

9. Intellectual Property

9.1 FORTUNA PRO IP

All website content, copy, systems, frameworks, templates, workflows, brand identity, and proprietary methodologies developed by FORTUNA PRO remain the exclusive property of FORTUNA PRO. Clients may not reproduce, resell, sublicense, or distribute FORTUNA PRO systems or materials without express written permission.

9.2 Client IP

Client-owned brand assets, logos, photography, and pre-existing business materials remain the property of the client. FORTUNA PRO is granted a limited, non-exclusive license to use such assets solely for the purpose of delivering contracted services.

9.3 Work Product

Deliverables created specifically for a client (social media content, ad creatives, email sequences) become client property upon receipt of full payment for the applicable billing period. Strategic frameworks, system architectures, and automation templates developed by FORTUNA PRO are licensed to the client for use during the engagement but remain FORTUNA PRO property upon termination.

10. Confidentiality

Both parties agree to maintain the confidentiality of proprietary, financial, or business-sensitive information shared during the course of the engagement. Neither party shall disclose confidential information to third parties without prior written consent, except as required by law.

FORTUNA PRO may use anonymized client results, metrics, and case study data for marketing and educational purposes, unless the client has explicitly requested otherwise in writing.

11. Limitation of Liability

To the maximum extent permitted by applicable law, FORTUNA PRO shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, data, or business opportunities, even if FORTUNA PRO has been advised of the possibility of such damages.

FORTUNA PRO's total cumulative liability to any client for any claim arising out of or relating to these Terms or any Service Agreement shall not exceed the total fees paid by that client to FORTUNA PRO in the three (3) months immediately preceding the event giving rise to the claim.

FORTUNA PRO is not liable for: (a) third-party platform outages, policy changes, or account restrictions; (b) ad account suspensions by Meta, Google, or other advertising platforms; (c) changes in social media algorithms; (d) client-caused delays or data inaccuracies.

This limitation does not apply to claims arising from FORTUNA PRO's willful misconduct or fraud.

12. Indemnification

You agree to indemnify, defend, and hold harmless FORTUNA PRO, its contractors, officers, and representatives from any claims, damages, liabilities, costs, or expenses (including reasonable attorney fees) arising from: (a) your use of our services; (b) your violation of these Terms; (c) your violation of any applicable law or third-party rights; or (d) content or materials you provide to FORTUNA PRO.

13. Prohibited Use

You may not use FORTUNA PRO's services or website to:

- Engage in any unlawful, fraudulent, or deceptive activity
- Promote products or services that are illegal in your jurisdiction
- Violate any applicable local, state, national, or international law
- Infringe the intellectual property rights of any third party
- Transmit malware, spam, or harmful content through integrated communication tools
- Engage in competitor research or reverse-engineering of FORTUNA PRO systems
- Resell or sublicense FORTUNA PRO services without authorization

14. Third-Party Tools and Integrations

FORTUNA PRO's services rely on third-party platforms including but not limited to: Stripe (payments), HubSpot (CRM), n8n (automation), Meta Business Suite, Google Workspace, Canva, Twilio (WhatsApp API), MailerLite, and Kajabi. Your use of these platforms may be subject to their respective terms of

service and privacy policies. FORTUNA PRO is not responsible for the actions, policies, or service interruptions of third-party providers.

15. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of the United States and, where applicable, the state in which FORTUNA PRO is registered, without regard to conflict of law principles.

Any disputes arising out of or relating to these Terms or any Service Agreement shall first be addressed through good-faith negotiation between the parties. If unresolved within thirty (30) days, disputes shall be submitted to binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. Arbitration shall be conducted virtually or in the state of FORTUNA PRO's registration.

You agree to waive your right to participate in any class action lawsuit or class-wide arbitration against FORTUNA PRO.

16. Modifications to These Terms

FORTUNA PRO reserves the right to modify these Terms at any time. Material changes will be communicated via email or by posting a notice on the website at least fourteen (14) days prior to the effective date. Continued use of the website or services after the effective date of any modification constitutes acceptance of the updated Terms.

17. Contact for Terms Questions

For questions or concerns regarding these Terms of Service, please contact:

Contact	Details
Email	info@fortunapro.io
Website	fortunapro.io
Response time	Within 3 business days