

YOUR LOGO HERE

COMPANY NAME

Website Management Service Terms of Service

Introduction

Although there is also some unavoidable standardized legalese at various places in the document which our attorney required, in this document we try to write everything in plain English. To do this, we frequently use terms like “we” and “you.” “We,” “us,” “our,” and “the Company” means **COMPANY NAME**, a corporation registered in the State of **STATE**. “You,” “your,” “Customer” or “Client” in this document is you, our Client.

Current Hourly Rate

Throughout this document, reference is made to our current hourly rate. This rate is defined as our hourly rate that is in place at the time a service is requested, not at the time this agreement is signed. We will provide you with our current hourly rate upon request.

Availability and Communication

We are available via email and phone Monday through Thursday from 8:00 am to 5:00 pm, Fridays from 8:00 am to 12:00 pm Eastern time. Our normal response time is one business day, though our response time may vary. We do not work on weekends or holidays. Clients with current website management services receive priority response times.

Office phone and email are the primary means of communication accepted for our work together. We do not communicate via mobile phone, text message, social media, or instant/private messaging (like Facebook Messenger) to communicate since we cannot track these requests as a team.

Website Hosting

Our Website Management Service includes website hosting. **If you elect not to host on our server, we cannot be responsible for the speed of your website, the performance of any of your website features, security certificates for your website, the uptime of your website, or any other hosting related matter.**

FIXING ANY PROBLEMS RELATED TO WEB HOSTING, OR PROJECT DELAYS RELATED TO WEB HOSTING ON A SERVER OTHER THAN OUR OWN IS BILLABLE AT OUR CURRENTLY HOURLY RATE.

We use commercially reasonable efforts to make sites that we host available 99.9% of the time during each monthly billing cycle. If we are unable to meet this service level, you will be eligible to receive a credit to apply to future billing

cycles based upon the unavailability for that month. For the purposes of this agreement, unavailability means that either your website is unresponsive, or your website returns a server error response to valid user requests for more than 60 seconds of consecutive requests, and in all cases that the unavailability is not because of local, regional, national or international outages.

Unavailability that is a result of scheduled maintenance is excluded from these conditions and will not be considered for service credit calculations. Scheduled maintenance is defined as maintenance that is announced at least 2 days in advance, and does not exceed one hour in any month. Typically, scheduled maintenance occurs in off-peak hours (usually in the early morning).

Service credits will be calculated as a percentage of the bill for the billing cycle that the unavailability occurred. The percentage for the credit will be calculated by dividing the number of minutes of unavailability by the total number of minutes in that billing cycle. **THE CUSTOMER MUST REQUEST SERVICE CREDITS WITHIN 7 DAYS OF THE UNAVAILABILITY OCCURRING.**

Website Management Service

Our Website Management includes website hosting, website software updates, website backups, and website security.

- **Website Security**

Our lockdown protocol hardens the WordPress system to make it more resistant to the actions of hackers. We employ industry leading security software that actively guards your website against hack attempts at multiple levels in the WordPress system.

- **Website Backups**

Your website's files and database will be backed up automatically each day your website has activity (if your website does not have activity, there is no need for a backup to occur). This backup is stored in our cloud data vault where we typically retain the previous 30 backups for your site.

- **Software Updates**

Each week, at our discretion, we will apply available updates for the WordPress core software, your theme files, and your plugin files. We perform these updates for the items that appear in the "Updates" area of your WordPress dashboard. We also watch WordPress industry security news and proactively perform these updates more frequently during times of enhanced threat levels.

While it is impossible to guarantee that your site will never be hacked, all of these techniques make your website a more difficult target for hackers. In addition, it is well known that hackers tend to exploit easier targets first – sites without security measures in place. However, in the event that your site is hacked, we will restore it to pre-hack condition at no additional cost either by restoring a site backup or performing a malware cleanup at our discretion. We shall have no other or further liability beyond restoration of the site to the nearest available pre-hack condition.

Restoring Backups

- Should your site become compromised by a hack or if your site becomes inoperable because of user error, we will restore a backup for you.
- If the restorations are the result of a hack, there is no limit to the number of restorations we will perform for you under this service.
- If the restorations are due to user error, we will perform a maximum of 2 restorations in any 30-day period.
- Additional user error-related restorations will be performed at our current hourly rate with a one-hour minimum.

Premium (Paid) Themes and Plugins

- Many websites use themes and/or plugins that require the payment of a recurring license fee to maintain access to ongoing software updates. We have secured appropriate licensing for many of these.
- If we have appropriate licenses for the themes and/or plugins used by your website, the cost for recurring license fees are included in your Website Management Services, and licensing will be maintained for you as long as you are an active subscriber to our Website Management Services.
- If your website uses premium themes and/or plugins and we do not have appropriate licensing, the responsibility is yours for maintaining the appropriate licensing to ensure the availability of updates.
- We will advise you of the themes and/or plugins for which you will need to maintain licensing and assist you as needed in the process of obtaining them.

WE CANNOT BE HELD LIABLE FOR PROBLEMS SUCH AS BUT NOT LIMITED TO HACKS, INOPERABILITY OR INTERCOMPATIBILITY THAT ARISE FROM PREMIUM PLUGINS WHICH YOU CHOOSE NOT TO LICENSE AND ARE OUT OF DATE.

Plugin Compatibility

If an update to a plugin creates conflicts or causes issues with the functionality of your website, we will consult with you to determine the best course of action. Typically, we will remove the offending plugin and replace it with a similar plugin or other programming. If the time required to resolve a plugin compatibility issue exceeds 3 hours, additional time will be billable at our current hourly rate.

IT IS YOUR RESPONSIBILITY TO INFORM US IF YOUR SITE IS EXPERIENCING PROBLEMS AND NEEDS ATTENTION.

IF YOU ELECT NOT TO PURCHASE OUR WEBSITE MANAGEMENT SERVICE, THE TOTAL RESPONSIBILITY IS YOURS FOR PERFORMING BACKUPS AND KEEPING WORDPRESS (AND ITS THEMES AND PLUGINS) UPDATED.

Payment and Cancellation for Website Management Services

Payment for Website Management Services is due on the first day of the period (monthly, quarterly, or annually) in which that service will be performed.

You may cancel website management services with a 30-day notice. **WE DO NOT OFFER REFUNDS ON WEBSITE MANAGEMENT SERVICES.**

IF YOU ELECT TO DISCONTINUE WEBSITE MANAGEMENT SERVICES, THE TOTAL RESPONSIBILITY IS YOURS FOR PERFORMING BACKUPS AND KEEPING ALL COMPONENTS OF YOUR WEBSITE BACKED UP, SECURED, AND UPDATED.

If you desire to migrate your website to another web host. We will at your discretion (1) provide you with an administrator login for your WordPress site so a backup can be performed and migrated to the new location, (2) provide to you a backup created using an industry standard WordPress backup system at a cost of \$100, or (3) perform the website migration for you at our current hourly rate.

Late Payment and Collections Policy

All invoices pertaining to web hosting, security, maintenance, or any other work on your website are payable on receipt. If an invoice goes unpaid for more than 30 days after the invoice was sent, **WE RESERVE THE RIGHT TO SUSPEND YOUR WEBSITE FROM PUBLIC VIEW UNTIL ALL OUTSTANDING BILLS ARE CURRENT.**

Amounts due and unpaid shall bear an interest at the rate of twelve percent (12%) per annum. Client agrees to pay all costs of collection, including reasonable attorney's fees, as additional sums owed under this Agreement. Client further acknowledges and agrees that if a check tendered for payment is not honored by the bank for non-sufficient funds ("NSF"), it will not be re-deposited. If the bank does not clear the check, the Client will incur a fee of \$30. The Client must immediately send a certified check or money order for the amount due, including the NSF fee, to the Company to cover returned check.

You can check your state's allowed NSF fees here: <https://www.vericheck.com/state-allowed-nsf-fees/>

Your Responsibilities in Website Security

We incorporate industry standard WordPress security techniques when building your website. Since one prevalent method hackers use to breach a website is through compromised user devices, you agree to uphold robust security measures when accessing your website, and this includes:

Device Security

Protect any computer or device you control that has access to the website by:

- Installing and maintaining up-to-date security software.
- Using the latest version of your preferred web browser.
- Keeping the operating system updated with recommended patches.
- Regularly updating any other installed software.

Password Protocol

- Use a strong password (as indicated by the WordPress password strength meter) exclusive to your website login.
- Refrain from sending passwords or other sensitive credentials openly via SMS, email, chat programs, or any other unencrypted and exposed methods.
- We strongly recommend utilizing a password manager to ensure you use robust, unique passwords for every site.

You further commit that any employees, contractors, or other parties you grant (or ask us to provide) website access to will adhere to the above security measures.

Third-Party Services

From time to time, our clients might employ a third party (such as but not limited to a Search Engine Optimization professional, social media professional, or content writer) whose services involve modifications to the website. **WE CANNOT BE RESPONSIBLE FOR THE WORK OF A THIRD PARTY.** Should our services be necessary due to any work performed by a third party, these services are billable at our current hourly rate.

OUR WEBSITE MANAGEMENT PLANS DO NOT COVER WORK NECESSARY DUE TO ACTIONS PERFORMED BY A THIRD PARTY. SHOULD OUR SERVICES BE NECESSARY DUE TO ANY WORK PERFORMED BY A THIRD PARTY, THESE SERVICES ARE BILLABLE AT OUR CURRENT HOURLY RATE.

Search Engine Optimization (SEO)

SEO services are not included in our website management service. Your website's ranking and placement on search engines depend on a myriad of factors. **WE CANNOT GUARANTEE RANKING OR PLACEMENT ON ANY SEARCH ENGINE.**

Email Deliverability

Occasionally, your website will send email when certain events occur such as the completion of a contact form, sale of a product, update/reset of a user's password, etc. These emails that are automatically generated by the WordPress system are often flagged as spam (or not delivered at all) by email providers like Google/Gmail, Microsoft, Yahoo and others.

SINCE WE CANNOT CONTROL THE RECEIPT OF EMAIL, WE CANNOT BE HELD RESPONSIBLE FOR ANY EMAILS THAT WERE NOT DELIVERED TO THE CLIENT FOR ANY REASON.

IT IS THE CLIENT'S RESPONSIBILITY TO REGULARLY CHECK SPAM FOLDERS AND WEBSITE FORM AND ORDER INTERFACES FOR ANY NOTIFICATIONS THAT WERE NOT DELIVERED TO THE CLIENT'S INBOX.

Email Service

WE DO NOT PROVIDE OR SUPPORT EMAIL SERVICE TO CLIENTS. We recommend consulting with an IT Professional about implementing professional email service from a reliable vendor.

Domain Names

Registering a domain name for your website and paying the accompanying annual registration fee is your responsibility. We can assist in the process of registration and connecting your domain name to the website if you desire. You can purchase your domain name for multiple years, or renew it annually at your discretion.

It is your responsibility to ensure that the credit card the domain registrar has on file for your domain registration is current for rebilling.

WE ARE NOT RESPONSIBLE FOR SUSPENSION OR LOSS OF DOMAIN NAMES BECAUSE YOUR CARD COULD NOT BE BILLED OR FOR ANY OTHER REASON. If you lose access to your domain name through non-payment, suspension or any other reason, your website will no longer be accessible or viewable by the public. Work needed as a result of domain expiration is billable at our current hourly rate.

Website Accessibility and Compliance

Option 1: No guarantees, no statement of best practices (this is the safest statement)

It is the Client's responsibility to inform us of any specific legal, regulatory, or accessibility requirements that apply to the website, including but not limited to compliance with disability accessibility standards or other regulations related to HIPAA, FERPA, etc.

Unless expressly stipulated in the Scope of Work, we make no representations or warranties regarding the website's compliance with any such requirements. Any guarantees to meet compliance for accessibility or other regulations must be explicitly detailed and agreed upon as part of the Scope of Work and accepted by you to be a part of the contract between the parties.

Option 2: We use accessibility best practices but still no guarantees unless it's in the scope of work

We strive to employ best practices for website accessibility in our designs, including considerate color choices and the selection of accessible interactive elements. However, full compliance with all accessibility standards may vary depending on the specific project and client requirements. If the Client has any specific legal, regulatory, or accessibility requirements that apply to the website, including but not limited to compliance with disability accessibility standards or other regulations related to HIPAA, FERPA, etc., it is the Client's responsibility to inform us of these requirements.

Unless expressly stipulated in the Scope of Work, we make no representations or warranties regarding the website's compliance with any such specific requirements. Any guarantees to meet compliance for accessibility or other regulations must be explicitly detailed and agreed upon as part of the Scope of Work and accepted by you to be a part of the contract between the parties.

Artificial Intelligence (AI) Generated Content

Depending on the scope of work for your project, we may utilize text, images, code, or other information generated by Artificial Intelligence systems, collectively referred to as "AI-generated content." If we elect to use AI-generated content, we will do so in compliance with applicable laws, regulations, and ethical guidelines, and will obtain any necessary permissions or licenses for the use of such content on the website.

Should the Client supply any AI-generated content for inclusion on the website, the Client shall ensure that such content complies with all applicable laws, regulations, and ethical guidelines. The Client shall obtain and provide evidence of all necessary permissions, licenses, and consents required for the use of the AI-generated content.

Legal Pages and Privacy Requirements

Option 1: standard language

Depending on the nature of your site and your location, legal pages such as Terms of Use, Privacy Policy, Return Policy, etc., may be mandated by government entities, vendors, or licensing agencies.

THE CLIENT ACKNOWLEDGES AND AGREES THAT IT IS THE CLIENT'S SOLE RESPONSIBILITY TO DETERMINE WHETHER SUCH PAGES ARE REQUIRED. It is strongly advised that you consult an attorney to determine your responsibilities in this matter. Creation of the content for these legal pages is not included in the Proposal of Services for your new website unless specifically itemized. However, if you provide the content for these pages, we will typically add them at no additional cost.

If we provide any standardized privacy policies and terms of use, we expressly do not guarantee that this language complies with any governing body's requirements. **YOU ARE HEREBY INFORMED, AND YOU ACKNOWLEDGE, THAT YOU SHOULD HAVE ANY STANDARDIZED LANGUAGE REVIEWED BY YOUR ATTORNEY.**

THE CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT IT IS THE CLIENT'S SOLE RESPONSIBILITY TO INFORM US IF YOUR WEBSITE MUST BE COMPLIANT WITH ANY REGULATORY BODY, such as but not limited to the EU's General Data Protection Regulation (GDPR) or the California Online Privacy Protection Act (CalOPPA). Compliance with these, or any other regulations or laws, must be explicitly detailed and agreed upon as part of the Scope of Work and accepted by you to be part of the contract between the parties.

Option 2: for agencies who use Termageddon (highly recommended!):

Depending on the nature of your site and your location, legal pages such as Terms of Use, Privacy Policy, Return Policy, etc., may be mandated by government entities, vendors, or licensing agencies.

THE CLIENT ACKNOWLEDGES AND AGREES THAT IT IS THE CLIENT'S SOLE RESPONSIBILITY TO DETERMINE WHETHER SUCH PAGES ARE REQUIRED. We have informed you that applicable (state, national, or international) law may require your website to have a Privacy Policy with specific disclosures. We are not lawyers, we do not provide Privacy Policies as a service, and we are not responsible for your business complying with any applicable privacy laws.

It is strongly advised that you consult an attorney to determine your responsibilities in this matter. If you need assistance in linking legal pages, we have a relationship with a third-party Privacy Policy and Terms and Conditions generator service called Termageddon, and we can assist you with linking those policies to your website. You are under no obligation to utilize Termageddon, but it is the service that we use on our own website, have a relationship with (we receive a commission fee or can resell their license to you if you decide to purchase), and recommend. Please note, should you choose to use Termageddon's services, your relationship will be directly with them, governed solely by their Privacy Policy and Terms of Service.

If we provide any standardized privacy policies and terms of use, we expressly do not guarantee that this language complies with any governing body's requirements. **YOU ARE HEREBY INFORMED, AND YOU ACKNOWLEDGE, THAT YOU SHOULD HAVE ANY STANDARDIZED LANGUAGE REVIEWED BY YOUR ATTORNEY.**

THE CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT IT IS THE CLIENT'S SOLE RESPONSIBILITY TO INFORM US IF YOUR WEBSITE MUST BE COMPLIANT WITH ANY REGULATORY BODY, such as but not limited to the EU's General Data Protection Regulation (GDPR) or the California Online Privacy Protection Act (CalOPPA). Compliance with these, or any other regulations or laws, must be explicitly detailed and agreed upon as part of the Scope of Work and accepted by you to be part of the contract between the parties.

Our Employees and Contractors

From time to time we may utilize employees and independent contractors to work on your project. Some of these employees and contractors may work outside the United States. **You agree not to directly contact or solicit any of our employees and contractors for employment or contract work of any kind.**

Disclosure to Law Enforcement

We will disclose information about our clients to law enforcement agencies without further consent or notification to the client upon lawful request from such agencies. We will cooperate fully with the legal requests of law enforcement agencies.

Indemnification

The Client agrees to indemnify and hold harmless the Company, its subsidiaries, contractors, employees and affiliates and each of their respective directors, officers, employees, shareholders and agents (each an “Indemnified Party”) against any losses, claims, damages, liabilities, penalties, actions, proceedings, judgments, or any and all costs thereof (collectively, “Losses”) to which an Indemnified Party may become subject and which Losses arise out of, or relate to the Agreement, Client’s use of the Services, breach of any confidentiality obligation or any alleged infringement of any trademark, copyright, patent or other intellectual property right and will reimburse an Indemnified Party for all legal and other expenses, including reasonable attorneys’ fees incurred by such Indemnified Party, in connection with investigating, defending, or settling any Loss, whether or not in connection with pending or threatened litigation in which such Indemnified Party is a party.

Choice of Law and Forum

This Agreement, and any related Statements of Work, shall be construed in accordance with, and governed by, the laws of the State of **STATE** without regards to Conflict of Law principles.

In the event of any dispute or disagreement with respect to the meaning, effect or interpretation of this Agreement or in the event of a claimed breach of this Agreement, the parties hereto agree that such dispute shall be determined through mediation. The parties will mutually select a mediator and share the cost of mediation equally. If the parties cannot agree upon a mediator then each party shall select a mediator and those mediators shall, independent of party input or control, select a mediator to mediate the dispute. Unless otherwise mutually agreed, the location of the mediation will be in **COUNTY, STATE**. The parties agree to cooperate fully with the mediator in good faith in order to reach a mutually satisfactory resolution of the dispute.

If the dispute is not resolved within 60 days after it is referred to the mediator, either party has the option to litigate the dispute in a court of law located in **COUNTY, STATE**.

Refusal or Discontinuation of Service

We reserve the right to refuse, restrict or terminate service to any client for any reason.

Disclaimer of Warranty

We will perform our work in accordance with good industry practices and at the standard expected from a suitably qualified person with relevant experience. We cannot guarantee that our work will be error-free and so we cannot be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you’ve advised us of them.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON- INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT SERVER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL.

Limitation of Damages or Liability

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY, ITS AFFILIATES AND ITS LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, FOR HARM CAUSED BY OR RELATED TO THE CUSTOMER'S SERVICES OR INABILITY TO UTILIZE THE SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NOTWITHSTANDING ANYTHING ELSE IN THIS MASTER SERVICES AGREEMENT, THE MAXIMUM AGGREGATE LIABILITY OF THE COMPANY ANY OF ITS EMPLOYEES, AGENTS, CONTRACTORS OR AFFILIATES, UNDER ANY THEORY OF LAW SHOULD NOT EXCEED THE AMOUNT OF FEES IT HAS COLLECTED ON THE CUSTOMER'S ACCOUNT IN THE LAST SIX MONTHS.

Severability

No part of this Agreement will be affected if any other part of it is held unenforceable or invalid.

Headings

The headings in this Agreement are inserted for convenience only and are not a part of this Agreement.

Entire Agreement

This Agreement, and any Proposals of Service attached, constitute the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes any and all prior agreements and understandings relating to the subject matter hereof. This Agreement may not be waived, assigned, extended, amended, supplemented or modified orally, but only by a written instrument signed by the party against whom enforcement of any such waiver, assignment, extension, amendment, supplement or modification is sought.

Modifications

This Agreement may not be changed or modified except in writing signed by the parties.

Construction

The parties acknowledge and agree that they have read, understood and have actively negotiated the terms of this Agreement, participated in its drafting and have been represented by legal counsel. Therefore, this Agreement shall not be deemed to be the product of either party and shall not be enforced or interpreted any more stringently or strictly against either party.

Assignability

Neither the Company nor the Client may assign this Agreement without the prior consent of the other.

Agreement

Please initial at the bottom of each page and sign below signifying that you have read, understood, and agreed to these Terms of Service

Client's Signature

Business Name

Client's Printed Name

Date