

WORDPRESS MAINTENANCE & SITE CARE PLANS

Terms of Service Agreement

By engaging in the services outlined below, you agree to the following Terms of Service. This Agreement is made between you and your business hereinafter referred to as "Client," and Sandra Ciminelli at ACT Websites, hereinafter referred to as "Service Provider" or simply "the Provider." The Client and the Service Provider agree to the following terms regarding WordPress Maintenance Services:

1. Services Provided

The Service Provider agrees to provide the Client with WordPress website maintenance as outlined in one of the following plans, as selected by the Client:

| SIMPLY UPDATES | ADVANCED CARE | PREMIUM SITE CARE + SEO KEYWORD RANKING |
|--|--|---|
| \$48 /month | \$95 /month | \$189 /month |
| <ul style="list-style-type: none">• Monthly incremental backups to the cloud• Core WordPress updates• Plugin and theme updates• Electronic monthly report sent to inbox• Database optimisation• 15 minutes of tech support• Website Monitoring | <ul style="list-style-type: none">• Weekly incremental backups to the cloud• Core WordPress updates• Plugin and theme updates• Electronic monthly report sent to inbox• Database optimisation• Security Scan• Performance Check• 30 minutes of tech support• Website Monitoring• Remove excess themes | <ul style="list-style-type: none">• Keyword Rank Booster - 100 Keywords (Setup fee \$500 applies)• Weekly incremental backups to the cloud• Core WordPress updates• Plugin and theme updates• Electronic monthly report sent to inbox• Database optimisation• Security Scan• Performance Check• 60 minutes of tech support• Website Monitoring• Uptime monitoring• Broken link monitoring• Remove excess themes |

Additional Maintenance Services or Custom Plans:

The Client and the Service Provider are to arrange a custom plan and discuss fees prior to the commencement of Maintenance services for the addition of content management or other services not currently listed as inclusions. Additional services not within the Client's maintenance plan will be invoiced at Service Provider's current fee, or hourly rate. If you have an existing maintenance plan and wish to add another monthly service to your plan, please contact Sandra to discuss your needs and customisation options via email.

sandra@actwebsites.com.au

2. Fees and Payment

- The Client agrees to pay for the selected maintenance plan on a recurring monthly basis, as outlined below:
 - **Plan 1: Simply Updates** - \$48 /month
 - **Plan 2: Advanced Care**- \$95 /month
 - **Plan 3: Premium Care** - \$189 /month + a one-time \$500 setup fee. (first monthly report is free – then on 19th of the month, you be sent an automated invoice and maintenance services will be conducted again.)
 - **Custom Plan:** - Pricing will vary according to the Client's service requirements.
- Payment for the services is due within 14 days. Payment can be made via Direct Bank Deposit, or via secure online payments with Stripe using a credit card (incurs a 1.75% surcharge + a 30 cents transaction fee). Payment information can be accessed on the footer of your invoice.
- Automatic Subscription payments can be arranged via Stripe with your credit card.
- The Client's fee is locked in for a year, even if the Service Provider's prices go up.
- The Client agrees to make payments promptly to avoid suspension of services.
- The client agrees to pay a late fee of 5% - a compounding late fee applied each month.

3. Term and Termination

- This Agreement will begin on the start date and continue on a month-to-month basis.
- Either party may terminate this Agreement with 30 days' written notice.
- In the event of termination, any outstanding payments will be due immediately.
- The Service Provider reserves the right to suspend services if payment is not received within 30 days of the due date.

4. Client Responsibilities

- The Client must provide the Service Provider with necessary access to their WordPress website, including login credentials.
- The Client agrees to provide content and information required for updates or changes to the website in a timely manner.

- The Client is responsible for maintaining a current backup of their website in the event that a failure or issue occurs.
- The Client agrees to follow reasonable instructions given by the Service Provider regarding website maintenance and security. If the Client refuses to follow such instructions, the Service Provider is not responsible for any resulting issues or damages.
- If the Client repeatedly refuses to cooperate with the Service Provider's recommendations or obstructs the Service Provider from carrying out necessary maintenance work, the Service Provider reserves the right to terminate the agreement with immediate effect and without refund.

5. Service Availability

- The Service Provider will perform routine maintenance during business hours: Monday-Friday between 9-5pm, typically conducted on the 20th of each month or the next best working day, due to closure on public holidays, weekends and long weekends.
- While the Service Provider aims to minimize downtime during maintenance, the Client understands that some downtime may occur.

6. Limitation of Liability & Exclusions

- The Service Provider is not liable for any loss of business or website traffic, data loss, or damages resulting from website downtime, except where such damages are caused by the negligence of the Service Provider.
- The Service Provider is not liable for any technical issues caused by the user, nor for other person/s companies or agencies hired by the Client nor for any third-party service providers of any kind.
- The Service Provider does not guarantee the functionality of third-party plugins, themes, or services integrated into the website.
- The Client agrees to indemnify and hold the Service Provider harmless against any claims, damages, or liabilities resulting from third-party services, website content, or client actions.
- The Service Provider is not liable for any content or website edits added to the website by anyone other than ACT Websites.
- The Service Provider is not liable for any Web Hosting or Domain Name service renewals. All subscription renewal payments are the sole responsibility of the client.

7. Support Inclusions and Terms

- The Service Provider will install and use a third-party **WP Manage Worker plugin** on the Client's website to carry out maintenance services remotely. This might mean that at times the Service Provider won't need to enter your website to carry out any work as services will be set up to be automated as and if required for each particular service within the system.
- The Client agrees that the Service Provider may need to access their **WordPress admin dashboard, web hosting account, cPanel, FTP, or database** as necessary to investigate, troubleshoot, and perform required maintenance work.

- The maintenance services listed here are solely aimed at small businesses and will not be conducted on a staged environment.
- The Service Provider will contact the client if support work is going to exceed Maintenance Plan allocated support timeframes.
- Support services may involve various tasks, including but not limited to:
 - Troubleshooting website errors or functionality issues
 - Minor coding or script modifications
 - Security scans and malware removal
 - Communicating with web hosting technical support on behalf of the Client
 - Restoring website backups in case of failure
 - Optimising website performance where possible as some websites require larger servers and other modifications like changing a plugin, theme or migrating to a faster and more efficient web hosting provider.
- Support time is only on an as needed basis and includes both direct website work and indirect support efforts, such as time spent diagnosing problems, researching solutions, and liaising with third-party service providers.
- The allocated time for web support is non-accumulative and expires on the 19th of every month.
- Not suitable for multisite or custom framework builds.
- The client will be notified prior to the commencement of support exceeding the allocated support time within their plan. The Client will be invoiced for the additional service via the Service Provider's applicable standard hourly rate or service fee.

8. Exclusions

- Configuration of plugins or Design work
- SEO Keyword Ranking if not listed within your plan will not be included.
- New pages, new functionality or redevelopment service are not included.
- Allocated support time for anything other than to repair findings during maintenance services will not be included.
- Any service that is not listed as part of my maintenance care plans are not included.
- Verbal reports aren't included in the plans. You will only receive the data of findings contained within the monthly report which will be sent via email.
- I don't take responsibility for 3rd party plugin failures.
- I do not take responsibility for your web hosting services nor your domain name registration or services thereof.
- Keyword Ranking exclusions to be provided on a separate form. I will email the Client a copy if they opt for the Premium Site Care, or if they choose SEO Keyword Ranking as a separate service.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Australian Capital Territory, Australia.

10. Dispute Resolution

- In the event of a dispute, both parties agree to attempt to resolve the matter through amicable negotiations. The Service Provider is open to friendly discussions.
- Any abuse will not be tolerated by the Service Provider, who may exercise their right to terminate the Client's services immediately, and will notify the client by email. No refund will be available to the Client for services rendered.
- If the dispute cannot be resolved, the parties agree to mediation under the applicable Australian laws.

11. No Guarantee of Uninterrupted Service

- The Service Provider strives for continuous service but does not guarantee 100% uptime.
- Broken links may appear during scans. The Provider may ask them to provide the correct links.
- Scheduled maintenance or unexpected technical issues may cause temporary downtime, and the Service Provider is not liable for any resulting losses.
- The Provider may need to contact the Client via phone call to request clarity from time to time, or for other reasons pertaining to their service.

12. Data Loss Disclaimer

- The Service Provider is not responsible for any loss of data due to unforeseen circumstances, third-party failures, security breaches, or client modifications.
- The Client is responsible for keeping their own separate backups.

13. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding WordPress website maintenance services and supersedes all prior negotiations or agreements. By undertaking any of these services, you automatically agree to the terms and conditions on this document. Please do not engage these services if you do not agree.

The Terms of Services set here may be subject to change without further notice. Updated versions will be made available for download on the footer of my website.

If you have any questions please get in touch. I will be happy to discuss these terms of services.

Sandra Ciminelli

Email: Sandra@actwebsites.com.au