

## Website Maintenance and Support Terms and Conditions

This Website Maintenance Agreement ("Agreement") is between "us" "Web SEO Assist" you, your employees, and agents (collectively "you" or "the Client") and applies to the purchase of all Monthly Website Maintenance Services (referred to as "Maintenance Services") ordered by the Client.

This Agreement will take effect upon the Client's first payment for Maintenance Services. Either party can terminate this Agreement by giving a written notice of 30 days to the other party. Additionally, if either party fails to fulfil a significant obligation stated in this Agreement, they will have 30 days to rectify the breach after receiving notice. Failure to do this will also lead to termination of this Agreement.

If you choose not to include hosting services with us in your Maintenance Plan, we will require full access to your hosting control panel in order to effectively carry out our job. This means you will need to share your hosting account login credentials with us. Please note that there will be no discount if you decide to host your website elsewhere. Additionally, any free SSL certificate provided in your Maintenance Plan will only be installed on our servers and not on external servers. For hosting on outside servers, you will need to obtain an SSL certificate from your hosting provider.

This Agreement can be terminated by Web SEO Assist under two circumstances:

- (i) if the Client fails to make any required payments; or
- (ii) if the Client obstructs or hampers Web SEO Assist's ability to carry out the Maintenance Services. This includes actions such as denying access to or altering passwords for the services we use in our maintenance tasks without informing us.

Web SEO Assist provides Maintenance Services to clients who purchase a package. These services include:

1. Regular updates to WordPress backend software, such as WordPress, plugins, and themes. As well as PHP Updates (if on our hosting) and database optimisation where appropriate. The frequency of updates depends on the chosen package.
2. Cloud backups of websites on a weekly or monthly basis, depending on the package. In the event of any issues, we can recover website files from backups.
3. Uptime monitoring and regular security and performance scans, if included in the purchased package.
4. Security monitoring to protect your site and detect any issues early.
5. Dealing with/advising on Google console notifications.
6. Reporting on either a weekly or monthly basis depending on package chosen.
7. Dealing with spam comments on you blog.

Additionally, we offer updates to text, images, and other minor changes on the Client's website pages. Please note that some packages include a time allotment for these tasks, which varies depending on the package. It is important to review the package details before making a purchase.

For any further website support requests beyond what is included in the package, or for WordPress support questions where a response from Web SEO Assist is needed, the time spent will be counted towards the monthly allocated time, if available. If your package does not include any monthly allocated time, you agree to pay the standard hourly rate for support services provided by Web SEO Assist at the time the service is requested.

For packages that include task time, we provide assistance for minor updates such as making text changes, adjusting images, and resolving small troubleshooting tasks. However, please note that services like building landing or lead pages, creating new website sections, removing malware, offering website consulting, or building completely new pages are not included within these packages. At Web SEO Assist, we are here to simplify your website maintenance and help with specific tasks to enhance your online presence.

Regular reporting, frequency depending on Maintenance Package, is an integral part of our services at Web SEO Assist. We ensure that tasks are diligently completed throughout the month and are documented in your monthly report. Updates are executed whenever necessary, only after confirming their stability and safety for implementation. Rest assured, we prioritise your website's well-being above all else.

**E-Commerce Stores** - If you run an online store using WooCommerce or any other platform, please note that Web SEO Assist will not be responsible for maintaining, supporting, or addressing any issues related to your store unless you have signed up for our E-Commerce Maintenance and Support Plan. This includes potential conflicts with plugins. To ensure optimal functionality and security for your online store, we highly recommend enrolling in our specialised E-Commerce Maintenance and Support Plan.

**General Limitations for All E-Commerce Clients** - It's important to understand that Web SEO Assist cannot be held accountable for security breaches, payment processing issues, credit card charges, data loss, or downtime associated with the E-Commerce software or any third-party services integrated with the platform.

**Malware, spam, or malicious code** - As part of our Maintenance Plans we scan for malware, spam and malicious code. We install security software to monitor your website for these things, and also monitor at server level. We also keep WordPress, Themes and Plugins up to date to minimise vulnerability. However, despite our best efforts, we cannot guarantee your website will be immune.

**Spam** - we set your Blog to quarantine all comments for approval before publishing. This means spam comments cannot be left on your site. We check and approve/delete these comments as per the frequency stated in the Maintenance package you have chosen.

**Malicious code** - your website files are checked against the WordPress Repository for any malicious code. It's also monitored at server level.

Should Malware be detected, our usual recourse is to wipe clean and reinstall a previous backup of your website (backups are part of your Maintenance and Support plan) and update WordPress, Themes and Plugins. This then gives a fresh site.

**Fees, Refunds and Cancellation Fees** - By agreeing to this Agreement, the client agrees to pay Web SEO Assist all fees as billed.

Fees are billed and due on the 1st of each month.

The fees must be paid before any Maintenance Services can commence.

If the client terminates this Agreement, no refunds will be given under any circumstances. In addition, the client is responsible for paying any outstanding amounts owed to Web SEO Assist for work requested beyond the monthly agreed time.

Monthly price shown will increase each April from April 2024 by the Consumer Price Index (CPI) rate of inflation announced in February each year plus 4%.

**Suspension of services for non payment** - Invoices are issued and due on the 1st of each month. A second, reminder invoice will be sent 7 days after the initial one. A third, reminder invoice will be sent with notification that unpaid services will be suspended after a further 7 days.

It is a condition of using our hosting that all websites have a current maintenance and support package. Non payment of a maintenance and support invoice breaches our hosting terms and conditions. This will lead to suspension of website hosting and email services until such times as payment is made.

**Client Responsibilities** - To receive our services, you agree to:

- Clearly communicate the information requiring changes or additions to Web SEO Assist.
- Promptly respond to any enquiries from Web SEO Assist regarding task execution on your website.
- Grant Web SEO Assist access to your website for page creation and modifications for Maintenance Services.
- Provide Web SEO Assist with access to your web hosting account, including active username and password combinations for FTP access, ensuring that appropriate "write permissions" are in place with your hosting provider.

**Client Acknowledgements** - You understand and agree that the time allocated for updates, such as text and image changes, depends on the Maintenance Package you purchased. These updates will be billed in increments of 10 minutes, so it's best to batch your changes and submit them together to minimise billing time. All monthly maintenance work will be scheduled based on Web SEO Assist's workflow. We prioritise tasks on a first come, first serve basis, except for website emergencies. If you fail to respond to a critical question within 3 business days, your task may be delayed and rolled over to the next month's queue. Any unfinished tasks at the end of the month will be carried over, and if immediate completion is required, additional fees may apply. Clients without allotted time for changes will be billed at our standard hourly rate. We schedule monthly updates at our convenience, following a fair and orderly process unless there's a website emergency. If you need additional tasks within the same month, they will be billed hourly at our standard rate. Lastly, please note that any changes to completed tasks will count towards your monthly time allotment.

Web SEO Assist defines Website content updates as:

1. Adding new images after resizing and optimising including adding SEO related text.
2. Adding to or making adjustments to existing text including for SEO.
3. Creating new minor sections to enable the addition of text or images.

It does not include:

1. New pages
2. Blog posts
3. Anything considered complex such as 3rd party app. integration, additional plugins or functions.
4. SEO relating to more than single section.

However, if you are looking for website redesigns, landing/lead page creation, building completely new pages, or making substantial changes to an existing page, please enquire.

The Maintenance Agreement does not cover training on website usage, WordPress, email, search engine optimisation (SEO), or online digital marketing.

All communications will occur during regular business hours, from Monday to Friday, 8:00 AM to 4:00 PM (UK Time).

Web SEO Assist does not have control over server downtime, software incompatibilities, PHP compatibility issues, or email problems on clients' computers. Our role is to maintain and optimise your website, not provide IT support.

We have no control over search engine or directory policies, and your website may be excluded at their discretion. Additional fees may apply if information provided needs to be typed and exceeds allotted time. If changes made by Web SEO Assist are incorrect, additional time will be allocated for remedying them.

Unused time does not carry over from month to month.

We are not responsible for rewriting sentences, checking for errors, or changes made by others.

During the contract, only Web SEO Assist will have access to and rights to change the website.

We are not responsible for third-party plugins, compromised websites, or guaranteed backups.

At Web SEO Assist, we understand the challenges of managing multiple maintenance clients and large web design projects simultaneously. To ensure that we provide quality service, we limit the number of clients we take on. Scheduling is a priority for us, and we plan all work in advance to maintain an efficient workflow for both our business and our clients. When you become a maintenance client, we allocate a specific amount of time each month for your tasks. Please note that the scheduling of these tasks is at our discretion, and we only prioritise emergencies that directly impact your business, such as a malfunctioning eCommerce site. Rest assured that we will fulfil the contracted monthly updates within our schedule to ensure fairness to all our clients.

Additional services that are not listed on our website are available upon request, subject to a fee at our standard hourly rate.

Please note that Web SEO Assist is not responsible for search engine optimisation (SEO), content development, or copywriting. If you require assistance with writing content, an additional fee will be charged based on the hourly rate at the time of the request. Please be aware that discounted fees do not apply to this type of work. For clients in need of SEO services, we kindly ask you to sign up for one of our SEO Packages.

At Web SEO Assist, we prioritise your satisfaction and strive to provide you with the highest level of service. Here are some key terms and conditions that govern our website maintenance and support services:

**1. Indirect Damages Disclaimer** - We want to assure you that we take every precaution to ensure the smooth functioning of your website. However, in the unlikely event of any unforeseen circumstances or damages, we cannot be held liable for any indirect, special, exemplary, or consequential damages.

**2. Client Representations** - We trust and expect all elements of text, graphics, photos, designs, trademarks, or other artwork provided by you to be owned by you or have the necessary permission for use. By furnishing us with these elements, you guarantee their authenticity and agree to hold Web SEO Assist and its subcontractors harmless from any claims or suits arising from their use.

Web SEO Assist is in no way liable or responsible for the way a client represents themselves on their website. We expect you to be honest, transparent and not mislead your clients as we do not with ours.

**3. Client Website Integrity** - Prior to ordering our Maintenance Services, you agree to ensure that your website has not been compromised, hacked, defaced, or infected. By guaranteeing the security and integrity of your website, you provide us with a solid foundation to deliver the best possible maintenance and support.

**4. Compliance with Laws and Regulations** - The ever-evolving landscape of internet electronic commerce necessitates compliance with laws, taxes, and tariffs imposed by governments. As the client, you are responsible for adhering to these regulations and agree to hold Web SEO Assist and its subcontractors harmless from any claims, suits, penalties, taxes, or tariffs arising from your exercise of internet electronic commerce.

5. **Confidentiality** - We understand the importance of maintaining the confidentiality of your proprietary or confidential information. Both parties commit to treating each other's confidential information with the utmost care and will not disclose it to any third party except as required by law. Our commitment to confidentiality extends for a period of three years from termination of this agreement.

6. **Force Majeure** - Sometimes circumstances beyond our control may cause delays or failure to perform as required. In such cases, we will promptly inform you and make commercially reasonable efforts to minimise the impact. We appreciate your understanding and cooperation during such events.

7. **Relationship of Parties** - We want to clarify that our engagement is that of an independent contractor. This agreement does not create an employer-employee relationship, a joint venture, or a partnership between Web SEO Assist and our clients.

8. **Notice and Payment** - Effective communication is key, which is why any notice or payment required under this agreement shall be in writing and delivered via email. Both parties may change their designated addresses by giving written notice to the other party.

9. **Agreement Binding on Successors** - The provisions of this agreement shall be binding upon and benefit the parties, their heirs, administrators, successors, and assigns. This ensures the continuity and validity of this agreement.

10. **Assignability** - As the client, you may not assign this agreement or its rights and obligations to any third party without the prior written approval of Web SEO Assist. We reserve the right to assign subcontractors as necessary to ensure the timely completion of the project.

11. **Waiver** - No waiver by either party of any default shall be deemed a waiver of any subsequent default or any other provisions of this agreement. We are committed to upholding the terms and conditions outlined in this agreement.

12. **Severability** - If any provision of this agreement is found to be invalid or unenforceable, it shall not affect the validity or operation of any other provision. In such cases, the invalid provision shall be severed from the agreement while the remaining provisions remain in effect.

13. **Disputes Resolution** - We understand that disagreements can arise, but we are committed to resolving any issues in good faith.

14. **Read and Understood** - We want you to feel confident and informed about our services, which is why we require you to read and understand this agreement before purchasing a Maintenance Package. By making your first payment you acknowledge you have read, understood and agree to these terms and conditions.