

Web Work Life – WordPress Maintenance Plan Terms of Service

Last updated May 31, 2018

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Web Work Life will always do our best to fulfill your needs and meet your expectations, but it's important to have details documented so that we both know what to expect, who should do what and when, and what will happen if something does go wrong. In this Terms of Service document, you won't find any complicated legal terms or long passages of unreadable text. We've no desire to trick you into agreeing to something that you might later regret. What we do want is what's best for both parties, now and in the future.

In short: You ("You"), are hiring, Web Work Life ("We or Us") to manage a yearly WordPress Maintenance Plan for your website(s).

What do both parties agree to?

You: You have the authority to sign up for this Maintenance Plan on behalf of yourself, your company or your organization. You'll give us the assets and information we tell you we need to complete the work. You'll do this when we ask and provide it in the formats we ask for. You'll review our work, and provide feedback and approval in a timely manner. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment policies set out in these Terms of Service.

We: We have the experience and ability to do everything described in the Maintenance Plan and we'll do it in a professional and timely manner. We'll strive to meet every deadline and we'll maintain the confidentiality of everything you provide us.

WordPress Maintenance Plan Includes:

- Proactive updates to WordPress core files, themes, and plug-ins
- If an update breaks something on your website, we will work to resolve the issue
- Verify automatic weekly backups are running
- Restore from backup if there is an issue or the site is hacked
- 24/7 uptime monitoring
- Security monitoring and security scans, including proactive security adjustments

Additionally, each plan includes a specified amount of time per month to be used on Technical Guidance and Site Updates.

Technical guidance: Answer questions and provide guidance via email or phone, related to WordPress, domain registration, hosting, email, security, SEO, marketing, advertising, analytics, content, formatting, etc. This does not include any actual work on your website.

Site updates: Update existing content or add new content to existing pages, including text, forms, images, and video. Add new pages including new content and related navigational changes. Update CSS styling (colors, text size, fonts, backgrounds, etc.).

If requests fall outside this definition, or the time required goes beyond your plan, I will let you know the time impact and offer options to accommodate getting the work done, possibly with additional billing.

Legal Stuff

We'll carry out our work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience.

That said, we can't guarantee that our work will be error-free and so we can't 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. Then again, if you find a problem that is due to our error, we will fix it at no additional cost, and won't count that time toward your Maintenance Plan usage.

Your liability to us will also be limited to the amount of fees payable under these Terms of Service, and you won't be liable to us or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if we've advised you of them.

Finally, if any provision of these Terms of Service shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions.

Payment

WordPress Maintenance Plans are paid monthly, and the automatic billing occurs at the beginning of the period. If you are signing up for the annual plan at the discounted rate, the payment must be made at the beginning of the one-year period.

If you request additional work not covered by the scope of this Maintenance Plan, we will invoice additional hours at the beginning of the calendar month after the work has been performed. Invoices are due and payable upon receipt, as the work has already been done and you are already realizing the benefit of that work.

If at any point, your credit card on file does not accept charges (perhaps it's expired or you have a new card), I will let you know and we will need to resolve the issue before any more work is performed.

Cancellation

Maintenance plans may be cancelled at any time with 30 days' notice in writing (email is fine). If it's not working out for you, no problem! We're happy to stop the Maintenance Plan when needed, with just a little notice. Unused hours for that 30-day period will not be refunded after cancellation, but can be used up until the end of the period. If you're canceling with more than one month left on the annual plan, you'll get a pro-rated refund for the unused time (minus the 30 days' notice). In addition, if we need to cancel your plan, we will give you 30 days' notice, and any appropriate pro-rated refund for unused time (minus the 30 days' notice).

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Unused Hours

The Maintenance Plan includes a specified amount of time per month for Technical Guidance, and a specified amount of time per month for Site Updates. Technical Guidance time expires if not used within the month. Unused Site Update time is “banked” for up to 6 months, and then expires. If you cancel your Maintenance Plan, any banked time must be used before the plan ends (that is, within the 30---day notice window), and then will expire at the time the Maintenance Plan is ended. No refunds for expired time.

Time Overage

You are permitted to exceed your plan by up to one month’s plan hours before additional billing. In other words, there’s an opportunity to “borrow” against the next month’s allotment. Hours in excess of this are billed at our hourly rate at the beginning of the calendar month after the work has been performed.

Refunds

No refunds are issued for unused time, but unused time can be "banked" as described above.

Terms

- Neither party can transfer this agreement to anyone else without the other’s permission.
- Both parties agree that they will adhere to all relevant laws and regulations in relation to the activities under these Terms of Service and not cause the other to breach any relevant laws or regulations.
- This agreement stays in place and need not be renewed. If for some reason one part of these Terms of Service becomes invalid or unenforceable, the remaining parts of it remain in place.
- Although the language is simple, the intentions are serious and your agreement to these terms constitutes a legal document under exclusive jurisdiction of United States courts.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

Select one of the payment options below.

Annual Plan \$540

Mail payment to:
WEB WORK LIFE
P.O. Box 291
Manitowish Waters, WI 54545

Monthly Credit Card Payment \$50/mo

I will email you an invoice with a Credit Card payment link and authorization for monthly recurring payments.

On behalf of the Client: _____ Date _____

On behalf of Web Work Life: Scott Bauer Date: 05/31/2018