

Website Updaters Maintenance Agreement

This Maintenance Agreement (“Agreement”) is hereby entered into between you, your employees and agents (collectively “Customer”) and applies to the purchase of all Monthly Website Maintenance Services (hereinafter collectively referred to as “Maintenance Services”) ordered by Customer.

1. **Term and Termination** – This Agreement shall be effective as of the time frame Customer signs up for Maintenance Services (minimum term is 365 days). This Agreement may be terminated by either party upon written notice to the other, if the other party breaches any material obligation provided hereunder and the breaching party fails to cure such breach within thirty (30) days of receipt of the notice. This Agreement may be terminated by Website Updaters (i) immediately if Customer fails to pay any fees hereunder; or (ii) if Customer fails to cooperate with Website Updaters or hinders Website Updaters ability to perform the Maintenance Services hereunder.
2. **Maintenance Services** – Website Updaters agrees to provide Customer with Maintenance Services as described in this Agreement. Maintenance Services include:
 - Updates to text, images, and other minor changes to Customer’s website pages.
 - Upgrades to Customer’s content management system, including plugins and themes as and when available.
 - Security scans to Customer’s website as per subscription
 - Removal of malware, spam and malicious code from Customer’s website.
 - Recovery of files or email from backups, if available.
3. **Fees; Limitations on Refunds and Cancellation Fees** – Customer agrees to pay Website Updaters any and all fee(s) as billed in accordance with this Agreement. The fee(s) must be received prior to the start of any Maintenance Services. THE CUSTOMER FURTHER AGREES THAT, IN THE EVENT OF ANY TERMINATION OF THIS AGREEMENT BY CUSTOMER, NO REFUNDS SHALL BE GIVEN UNDER ANY CIRCUMSTANCES WHATSOEVER. THE CUSTOMER FURTHER AGREES TO PAY UPON CANCELLATION THE AMOUNT OF ANY CANCELLATION FEES OR OTHER AMOUNTS DUE TO WEBSITE UPDATERS AS PROVIDED IN THE AGREEMENT. WEBSITE UPDATERS IS HEREBY AUTHORISED TO CHARGE CUSTOMER’S CREDIT CARD ACCOUNT OR OTHER PAYMENT MECHANISM FOR ANY AMOUNTS OWED FROM TIME TO TIME BY CUSTOMER TO WEBSITE UPDATERS.
4. **Customer Responsibilities** – For the purposes of providing these services, Customer agrees:
 - To provide Website Updaters with access to its websites for creating new pages and making changes for the purpose of providing Maintenance Services.
 - To properly convey to Website Updaters the information that needs to be changed or added.
5. **Customer Acknowledgements** – Customer understands, acknowledges and agrees that:

- A maximum of two (2) updates (tasks) for Maintenance Services is included per month on our **Bronze Website Maintenance Package**, with additional tasks each month being charged at £15 per task.
 - A maximum of four (4) updates (tasks) for Maintenance Services is included per month on our Silver Website Maintenance Package, with additional tasks each month being charged at £12.50 per task.
 - A maximum of eight (8) updates (tasks) for Maintenance Services is included per month on our **Gold Website Maintenance Package**, with additional tasks each month being charged at £10 per task.
 - A maximum of twenty (20) updates (tasks) for Maintenance Services is included per month on our **Platinum Website Maintenance Package**, with additional tasks each month being charged at £7.50 per task.
 - Pay Per Update tasks are billed at £20 per task in advance and the number of tasks ordered are unlimited.
 - Web page updates exclude, but are not limited to, image editing, graphic design, graphic editing, database design, database changes, programming, and search engine optimisation.
 - Website Updaters has no control over the policies of search engines or directories with respect to the type of sites and/or content that they accept now or in the future. Customer's website(s) may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory entity.
 - Additional fees may be charged if the information provided has to be manually typed. We will advise customers in advance if additional charges will be added.
 - If changes are made by Website Updaters according to Customer's information, and the changes are not correct, additional time to remedy the changes will be billed at the rate of additional tasks as mentioned above for each website maintenance package.
 - Unused updates are not accumulative. Unused updates do not transfer from month to month. Maintenance Services updates are strictly month to month.
 - Website Updaters is not responsible for rewriting sentences, restructuring paragraphs, or checking for typing errors, misspellings, etc although we do try to ensure typing errors and misspellings are corrected on each update we perform.
 - Website Updaters is not responsible for changes made to Customer's website(s) by other parties.
 - Website Updaters is not responsible for third-party plugins that may become unusable as a result of Maintenance Services performed.
 - Website Updaters will not repair Customer's website(s) that became compromised, hacked, or otherwise defaced or infected prior to ordering Maintenance Services.
 - Recovery or repair of Customer's website is not guaranteed.
 - Availability of backups is not guaranteed.
6. **Additional Services** – Additional services not listed herein will be provided for a fee of £30.00 per hour. Website Updaters is not responsible for developing new content or writing new copy for Customer. Customer will be charged an additional fee for writing content, based on the hourly rate of £30.00 per hour with a minimum fee of £30.00 due prior to commencement of any work.

7. **Indemnification** – Customer shall indemnify and hold harmless Website Updaters (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees) from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable solicitors’ fees and all related costs and expenses) incurred by Website Updaters as a result of any claim, judgment, or adjudication against Website Updaters related to or arising from (a) any photographs, illustrations, graphics, audio clips, video clips, text, data or any other information, content, display, or material (whether written, graphic, sound, or otherwise) provided by Customer to Website Updaters (the “Customer Content”), or (b) a claim that Website Updaters use of the Customer Content infringes the intellectual property rights of a third party. To qualify for such defence and payment, Website Updaters must: (i) give Customer prompt written notice of a claim; and (ii) allow Customer to control, and fully cooperate with Customer in, the defence and all related negotiations.
8. **Disclaimer of All Other Warranties** – WEBSITE UPDATERS DOES NOT WARRANT THAT THE MAINTENANCE SERVICES WILL MEET THE CUSTOMER’S EXPECTATIONS OR REQUIREMENTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE IS WITH CUSTOMER. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, WEBSITE UPDATERS PROVIDES ITS SERVICES “AS IS” AND WITHOUT WARRANTY OF ANY KIND. THE PARTIES AGREE THAT (A) THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY EACH PARTY, AND (B) EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THIS AGREEMENT, PERFORMANCE OR INABILITY TO PERFORM UNDER THIS AGREEMENT, THE CONTENT, AND EACH PARTY’S COMPUTING AND DISTRIBUTION SYSTEM. IF ANY PROVISION OF THIS AGREEMENT SHALL BE UNLAWFUL, VOID, OR FOR ANY REASON UNENFORCEABLE, THEN THAT PROVISION SHALL BE DEEMED SEVERABLE FROM THIS AGREEMENT AND SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY REMAINING PROVISIONS.
9. **Limited Liability** – IN NO EVENT SHALL WEBSITE UPDATERS BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, LOST PROFITS, WHETHER OR NOT FORESEEABLE OR ALLEGED TO BE BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE OR STRICT LIABILITY, ARISING UNDER THIS AGREEMENT, LOSS OF DATA, OR ANY PERFORMANCE UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. THERE SHALL BE NO REFUNDS. WEBSITE UPDATERS MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY PRODUCTS, THIRD PARTY CONTENT OR ANY SOFTWARE,

EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES.

10. Customer Representations – Customer makes the following representations and warranties for the benefit of Website Updaters:

- Customer represents to Website Updaters and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Website Updaters are owned by Customer, or that Customer has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Website Updaters and its subcontractors from any claim or suit arising from the use of such elements furnished by Customer.
- Customer guarantees to Website Updaters and unconditionally guarantees that Customer's website has not been compromised, hacked, or otherwise defaced or infected prior to ordering Maintenance Services.
- Customer guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to Website Updaters for inclusion on the website above are owned by Customer, or that Customer has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend Website Updaters and its subcontractors from any liability or suit arising from the use of such elements.
- From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. Customer agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Website Updaters and its subcontractors from any claim, suit, penalty, tax, or tariff arising from Customer's exercise of Internet electronic commerce.

11. Confidentiality – The parties agree to hold each other's Proprietary or Confidential Information in strict confidence. "Proprietary or Confidential Information" shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information. Proprietary or Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this Agreement. Each party's proprietary or confidential information shall remain the sole and exclusive property of that party. The parties agree that in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the non-disclosing party may be entitled to equitable relief. Notwithstanding termination or expiration of this Agreement, Website Updaters and Customer acknowledge and agree that their obligations of confidentiality with respect to Proprietary or Confidential Information shall continue in effect for a total period of three (3) years from the effective date.

12. **Force Majeure** – Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimise the impact of the event.
13. **Relationship of Parties** – Website Updaters, in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. Customer does not undertake by this Agreement, or otherwise, to perform any obligation of Website Updaters, whether by regulation or contract. In no way is Website Updaters to be construed as the agent or to be acting as the agent of Customer in any respect, any other provisions of this Agreement notwithstanding.
14. **Notice and Payment** – Any notice required to be given under this Agreement shall be in writing and delivered personally to the other designated party, mailed by certified, registered or Special Delivery. Either party may change its address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.
15. **Jurisdiction/Disputes** – This Agreement shall be governed in accordance with the laws of the United Kingdom. All disputes under this Agreement shall be resolved by litigation in the courts of the United Kingdom and the Parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defences otherwise available to it.
16. **Agreement Binding on Successors** – The provisions of the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns.
17. **Assignability** – Customer may not assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of Website Updaters. Website Updaters reserves the right to assign carefully selected subcontractors as needed to this project to ensure on-time completion.
18. **Waiver** – No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.
19. **Severability** – If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.
20. **No Inference Against Author** – No provision of this Agreement shall be interpreted against any Party because such Party or its legal representative drafted such provision.
21. **Disputes** – Customer and Website Updaters agree to make a good-faith effort to resolve any disagreement arising out of, or in connection with, this Agreement

through negotiation. Should the parties fail to resolve any such disagreement within ten (10) days, any controversy or claim arising out of or relating to this Agreement, including, without limitation, the interpretation or breach thereof, shall be submitted by either party to arbitration. The arbitration shall be conducted by one arbitrator, who shall be (a) selected in the sole discretion of the Arbitration Association administrator and (b) a licensed solicitor with at least ten (10) years experience in the practice of law and at least five (5) years experience in the negotiation of technology contracts or litigation of technology disputes. The arbitrator shall have the power to enter any award that could be entered by a judge of the courts of the United Kingdom sitting without a jury, and only such power, except that the arbitrator shall not have the power to award punitive damages, treble damages, or any other damages which are not compensatory, even if permitted under the laws of the United Kingdom or any other applicable law. The arbitrator must issue his or her resolution of any dispute within thirty (30) days of the date the dispute is submitted for arbitration. The written decision of the arbitrator shall be final and binding and enforceable in any court having jurisdiction over the parties and the subject matter of the arbitration. Notwithstanding the foregoing, this Section shall not preclude either party from seeking temporary, provisional, or injunctive relief from any court.

22. **Read and Understood** – Each Party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms and conditions.

Customer Name:

Customer Website:

Customer Signature:

Dated:

Website Updaters:

Dated: