



This Website Hosting & Maintenance Agreement (“Agreement”) is hereby entered into between you, your employees and agents (collectively “**Client**”) and applies to the purchase of all monthly & Annual website Hosting & Maintenance Services (hereinafter collectively referred to as “Hosting & Maintenance Services”) ordered by Client.

Term and Termination

This Agreement shall be effective as of the time frame **Client** signs up for Hosting & Maintenance Services. This Agreement may be terminated by either party upon 30 day 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 or invoice. This Agreement may be terminated by **The Ideas Cupboard** immediately if:

- (i) **Client** fails to pay any fees hereunder; or
- (ii) If **Client** fails to cooperate with The Ideas Cupboard or hinders **The Ideas Cupboard** ability to perform the Hosting & Maintenance Services hereunder.

Hosting & Maintenance Services

The Ideas Cupboard agrees to provide **Client** with Hosting & Maintenance Services as described in this Agreement. Hosting & Maintenance Services include:

- Updates to **Client’s** content management system, including plugins and themes.*
- Cloud backup of website on a weekly, or monthly basis.*
- Recovery of website files from backups.*
- Uptime monitoring.*
- Regular security scans.*
- Updates to text, images, and other minor changes to **Client’s** website pages. The amount of time dedicated towards these tasks each month will be determined by the Maintenance Package purchased by **Client** at the time of signup.
- Any website support requests, above and beyond what is outlined in package, or WordPress questions requiring a response by **The Ideas Cupboard** will count towards the monthly allotted time.

**These are tasks that are done throughout the month. Some items, such as updates, only occur when necessary and when we know the update is a stable version and it is okay to proceed.*

Malware, Spam, or Malicious Code

- Removal of malware, spam, and malicious code from **Client’s** website is available for an additional charge of £50 per incident for clients who are on a maintenance plan at the time of infection.
- Removal of malware, spam, and malicious code that is existing on a website when a **Client** signs up for a maintenance plan will be charged at a rate of £150 for removal. **This charge does not include working with Google or other search engines** on your behalf to solve any issues your infection as caused you with their services.



Fees; Limitations on Refunds and Cancellation Fees

Client agrees to pay **The Ideas Cupboard** any and all fee(s) as billed in accordance with this Agreement. The fee(s) must be received prior to the start of any Hosting & Maintenance Services.

THE **CLIENT** FURTHER AGREES THAT, IN THE EVENT OF ANY TERMINATION OF THIS AGREEMENT BY THE **CLIENT**, NO REFUNDS SHALL BE GIVEN UNDER ANY CIRCUMSTANCES WHATSOEVER. THE **CLIENT** FURTHER AGREES TO PAY UPON CANCELLATION ANY OTHER AMOUNTS DUE TO **THE IDEAS CUPBOARD** FOR WORK PROVIDED AT **CLIENT'S** REQUEST ABOVE AND BEYOND THE MONTHLY ALLOTTED TIME OF MONTHLY AGREEMENT.

Responsibilities

For the purposes of providing these services, **Client** agrees:

- To answer any questions from **The Ideas Cupboard**, in regard to task work on website, promptly.
- To provide **The Ideas Cupboard** with access to its website for the purpose of providing Hosting & Maintenance Services.
- To properly convey to **The Ideas Cupboard** the information about content updates (if these are covered by the Maintenance Package).
- To provide **The Ideas Cupboard** access their web hosting account, providing active user name / password combinations for access to the server via (S) FTP, assuring that correct permissions are in place on hosting provider.

Acknowledgements

Client understands, acknowledges and agrees that:

- **Client** understands that all work for monthly maintenance tasks will be scheduled according to **The Ideas Cupboard** workflow. We have a process and maintain sites for many **Clients**, therefore all website updates work that counts towards your monthly time allowance is done on a first come first serve basis, except in the case of a total website down issue, which would be considered an "emergency."
- Failure by **Client** to answer a question critical to the completion of a task within 5 business days may cause that task to be and moved to the "end of the line" in our work queue. Depending on the time of month, this could cause that task to roll over into the next month's bucket of update requests.
- The amount of time allocated for updates to text, images, and other minor changes, is determined by the Maintenance Package that they purchased and will be billed in sixty (60) minute increments.
- Once the time allocated in their Maintenance Package has been reached for the month, any unfinished tasks on the **Client's** task list will be rolled into the next month for processing.
- All monthly updates are scheduled at our convenience and in accordance with our schedule. We have a process and a workflow that we use to maintain all of our **Clients'** websites in a fair and orderly fashion. The only exception being in the case of **Client's** website being totally offline or

down for some reason, in which case their issue would be considered an 'emergency' and would take priority.

- Should the **Client** wish to have additional tasks completed in the same month, they will be billed on an hourly basis of £38 per hour.
- **Client** understands that if they provide **The Ideas Cupboard** with a maintenance task and the task has been completed, then they wish to make changes to the task, any additional time to make these changes will count towards the monthly allowance of time.
- Website updates exclude, but are not limited to, image editing, graphic design, graphic editing, database design, database changes, programming, and search engine optimization. Website updates do not include website redesign, re-alignment or re-development equalling more than 50% change to web page, web graphics on the website (i.e. 4 graphics on website, and you want 3 changed, there is a charge for anything above 2, meaning 50%).
- CMS design, integration of plugins that require intensive configuration, or programming of things that require extensive time to set up, including but not limited to blogs, shopping carts, API integrations with third party services, and web forums are not considered "minor" changes and therefore are not included in the Maintenance Agreement. These require a separate design or development agreement.
- Maintenance Agreement does not include training on how to use your website, WordPress, or email, but we can provide training at additional cost.
- Maintenance Agreement does not include training on search engine optimization (SEO) or other online digital marketing.
- All communications will be done during regular business hours, which are Monday through Friday from 9:00 AM to 5:00 PM (GMT).
- If the **Client's** website is not hosted with **The Ideas Cupboard**, we have no control over **Client's** hosting company in regard to server downtime, incompatibilities with software, PHP compatibility issues, etc.
- If the **Client's** email accounts are not hosted with **The Ideas Cupboard**, we can't be responsible for **Client's** email issues or troubleshooting problems on their own computer. Our role is to maintain and keep your website running at its optimal capabilities. We are able to offer this service at an additional cost.
- **The Ideas Cupboard** 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. **Client's** web site(s) may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory entity.
- Unused time is not accumulative and does not transfer from month to month. Hosting & Maintenance Services time is strictly month to month.
- **The Ideas Cupboard** is not responsible for rewriting sentences, restructuring paragraphs, or checking for typing errors, misspellings, etc.
- **The Ideas Cupboard** is not responsible for changes made to **Client's** web site(s) by other parties, including the **Client** themselves.
- During the duration of this contract, the **Client** agrees that **The Ideas Cupboard** will be the sole provider of Hosting & Maintenance Services for the website, and no other party will have access to or rights to change the web site's code. If a party, including the **Client**, other than **The Ideas Cupboard** makes changes to the web site's code, any errors that are created must be repaired and will be charged for at the hourly rate specified above.
- **The Ideas Cupboard** is not responsible for third-party plugins that may become unusable as a result of Hosting & Maintenance Services performed.
- **The Ideas Cupboard** will not repair **Client's** website(s) that became compromised, hacked, or otherwise defaced or infected prior to ordering Hosting & Maintenance Services.



Additional Services – Additional services not listed herein will be provided for a fee (£38 per hour for development services and £38 per hour for content updates). Search engine optimization (SEO), developing new content, or writing new copy for **Client** are not included in Maintenance Packages.

Indemnification – **Client** shall indemnify and hold harmless **The Ideas Cupboard** (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 attorneys' fees and all related costs and expenses) incurred by **The Ideas Cupboard** as a result of any claim, judgment, or adjudication against **The Ideas Cupboard** 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 **Client** to **The Ideas Cupboard** (the "**Client Content**"), or (b) a claim that **The Ideas Cupboard** use of the **Client Content** infringes the intellectual property rights of a third party. To qualify for such defence and payment, **The Ideas Cupboard** must: (i) give **Client** prompt written notice of a claim; and (ii) allow **Client** to control, and fully cooperate with **Client** in, the defence and all related negotiations.

Disclaimer of All Other Warranties – **THE IDEAS CUPBOARD** DOES NOT WARRANT THAT THE HOSTING & MAINTENANCE SERVICES WILL MEET THE **CLIENT'S** EXPECTATIONS OR REQUIREMENTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE IS WITH **Client**. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, **THE IDEAS CUPBOARD** 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.

Limited Liability – IN NO EVENT SHALL **THE IDEAS CUPBOARD** BE LIABLE TO **CLIENT** 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. **THE IDEAS CUPBOARD** 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.



Representations – Client makes the following representations and warranties for the benefit of **The Ideas Cupboard**:

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

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, **The Ideas Cupboard** and **Client** 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.

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 minimize the impact of the event.

Relationship of Parties – *The Ideas Cupboard*, 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. **Client** does not undertake by this Agreement, or otherwise, to perform any obligation of *The Ideas Cupboard*, whether by regulation or contract. In no way is ***The Ideas Cupboard*** to be construed as the agent or to be acting as the agent of **Client** in any respect, any other provisions of this Agreement notwithstanding.

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 mail, return receipt requested or by Royal Mail. 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.

Jurisdiction/Disputes – This Agreement will be governed by and construed in accordance with the laws of England and Wales; and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

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.

Assignability – **Client** may not assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of ***The Ideas Cupboard***. ***The Ideas Cupboard*** reserves the right to assign subcontractors as needed to this project to ensure on-time completion.

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.

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.



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.

Read and Understood – By purchasing a Maintenance Package, **Client** acknowledges that they have read and understood this Agreement and agree to be bound by its terms and conditions.