

# Website Care Plan & Hosting Contract (Non-SSL)

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## WEBSITE CARE PLAN POLICY

We define "Care Plan" as keeping the website current. It is not intended to be a new design. We maintain a current backup, and archive all submitted files for your website. We reserve the right to distinguish between "updates" and "new designs". Changing the navigation, adding new pages, graphic changes, buttons, etc. are considered new designs and charged accordingly to our standard project rate.

## AUTHORIZATION

You are engaging **Third Angle**, as an independent contractor to perform work as described in the package(s) or service(s) you have purchased. In the event access to your website is necessary, you hereby authorize **Third Angle** access and "write permissions" to all directories and files of your account with any other third party hosting provider, as well as permission to install any necessary WordPress plugins for maintenance and security.

## WHAT IS & IS NOT INCLUDED IN YOUR WEBSITE CARE PLAN

### What **IS** Included on **ALL PLANS**:

1. **Image Updates** – adding, editing and sizing of any pictures to the existing website that does not change the existing layout.
2. **Website Content Updates** – adding, editing and/or removing any text or copy on the existing site including any articles, reports, contact information and product or service description.
3. **Core Software, Plugin & Theme Updates** – updates to all existing plugins, themes and core WordPress software. If an additional plugin is requested to be added, it may require an additional cost.
5. **Complete Daily Backups** – every 24 hours your website will be backed up and saved to a remote server. This backup includes the full site and its accompanying database.

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6. **Monthly Website Overview Report** - sent within the first week of each month, this report includes general information: updates completed, backups, database optimizations, website uptime, basic google analytics, and security notices. If enrolled in the Thrive plan your report will also include performance checks and WooCommerce overview, if installed on your site.

7. **Peace of Mind Technical Support** - If a technical problem is found on the site that was caused by **Third Angle**, the problem will be treated as an Urgent ticket and nothing will be charged to the client.

8. **Website Hosting** - your website will be hosted on our virtual private server within its own cPanel environment. Hosting will be listed as a separate line item on your invoice/statement.

### What IS Included on **Sustain & Thrive Plans**:

*All previously mentioned items, plus...*

10. **Monthly Support Time** - Allotted support time will reset the first of each month regardless if it was used the previous month. For details on how much time is allotted for each month and how overages work, please go to the the SUPPORT & UPDATE REQUESTS section.

### What IS Included on the **Thrive Plan**:

*All previously mentioned items, plus...*

11. **Performance Checks** - automatic performance checks that test the overall website load time, technical errors and user experience. If the report comes back showing a significant drop in overall website performance, a task list will be created. These tasks will then be completed using your allotted support. If a task(s) require additional time they will rollover to the next month to avoid additional time charges, unless authorized by you, the client.

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10. **Consulting Call** - Calls are not required, but serve as a way to help keep you and your business moving in the right direction in regards to your marketing. Calls are approximately 30 minutes long and if not used, time does not roll over to the next month. If a longer consulting call is requested, this may be subject to an additional cost.

### What **IS NOT** Included on **ANY CARE PLAN**:

1. **Design Updates** – this contract is limited to maintenance and does not allow for complete or partial redesign of existing site.
2. **Website Marketing** – this contract is limited to maintenance and does not include any type of marketing service. To add marketing services, such as search engine optimization and social media management will require a separate contract.
3. **Email** - this contract is limited the maintenance of your website and does not include any type of email maintenance, management or setup.
4. **New Features or Functions** - this contract is limited to maintenance and does not allow the adding of any new website features and/or functions. To add a new function and/or feature, a request must be submitted and proposal will be provided for review.
5. **Specialty Plugin Renewals** - this contract is limited to maintenance and does not include the renewal cost of any specialty plugins that were used during initial development. Renewals of specialty plugins are broken down into monthly payments and will be listed as an additional line item on your invoice/statement.
6. **Unlimited Support Time** - all plans are limited to their allotted support time which does not rollover to the following month. Additional support time can be purchased in time-blocks starting at 2 hours. Please refer to the SUPPORT & UPDATES REQUEST section for more information.
7. **Domain Renewals** - all domain renewals are broken down into monthly payments and will show as an additional line item on your invoice/statement.

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8. **SSL Certificate** - can be added to your website at an additional monthly fee. SSL's, or Secure Socket Layer (HTTPS), provide additional protection for you and your visitors. All SSL's are provided by one of our preferred reputable providers. The SSL will be listed as a separate line item on your invoice/statement.

### **SUPPORT & UPDATE REQUESTS**

Support & update requests should be provided electronically to the [support@third-angle.com](mailto:support@third-angle.com) email address.

Standard requests are typically handled within 2 - 4 business days, between the hours of 8:00am MST and 4:30pm MST. Urgent requests can be requested to be completed during off-hours, however, an Urgent Fee of \$45 will be charged to your account.

If Monthly Support Time is included in your care plan there will be no additional costs, unless the Monthly Support Time limit has been reached. If the limit has been reached, additional time may be purchased at our standard hourly rate of \$175 in time-blocks starting at 2 hours.

Defend Care Plan - 60 minutes per quarter

Sustain Care Plan - 60 minutes per month

Thrive Care Plan - 120 minutes per month

Support time-blocks are valid for 60 days from the date of purchase and cannot be transferred.

Attachments should be in text format (.txt or Word .doc formats are fine). Send images in common format such as jpg, gif, png, etc. Update requests submitted by postal mail, fax or in person may incur an additional fee to allot for required retyping data or the scanning of photos.

### **THIRD PARTY OR CLIENT PAGE MODIFICATION**

If anyone other than **Third Angle** or its subcontractors attempts to update the website and damages the design or impairs the ability for the web pages to display or function properly,

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time to repair the web pages will be assessed at an hourly rate of \$175 per hour beyond the time allotted in the monthly care plan. There is a 2-hour minimum.

### **COPYRIGHT**

**Third Angle** does not assume any responsibility or liability for the content of the websites it manages, maintains and/or hosts.

### **PRICING & PAYMENTS**

All prices appearing on the **Third Angle** website are subject to change without notice. Once a client of **Third Angle**, you authorize us to charge the payment method you submitted for all the invoices generated for the services rendered by **Third Angle**.

Digital payments are automatically processed on the 1st day of each month.

For all manual payments, invoices are sent out the 20th of the month and checks must be received no later than the 1st of the month.

### **FAILED & LATE PAYMENTS**

Failed payments will be retried automatically for a total of 3 times over 3 days. If payment is not successful after the 3rd try, **care plan related services** will discontinue until payment is received. If payment is not received by the 15th of month **all services** included in this contract will be suspended until payment is received.

### **CANCELLATION & REFUNDS**

In order to cancel your recurring payment or change payment method, simply contact **Third Angle** prior to your payment due date. Cancellation of any monthly recurring service can occur at anytime after your first 1 month (30 days) of service. No Refunds are available after your purchased package or service has been started. Request must come in written form.

### **REFUSAL OF SERVICE**

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**Third Angle** reserves the right to refuse service to any individual, website, or blogs that contain offensive, obscene, hateful, malicious content or any other reason.

### **LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES**

Although there are limitations to the guarantees we can provide, your satisfaction is very important to us. Please read and understand our limits of liability before ordering services.

**Third Angle** does not guarantee, represent, or warrant that the functions contained in these web pages or the Internet website will meet the client's requirements or that the operation of the web pages will be uninterrupted or error-free.

You expressly agree that your use of, or inability to use, the functions contained in these web pages or the Internet website is at your sole risk. The functions of the web pages and the Internet website created for you are provided "as is" and "as available" for your use, without warranties of any kind. The entire risk as to the quality and performance of the web pages and website is with client.

To the extent not prohibited by law, in no event will **Third Angle** be liable to the client or any third party for any damages, including, but not limited to, any lost profits, lost savings, loss of data, business interruption, or incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, however caused, even if **Third Angle** has been advised of the possibility of such damages.

**Third Angle** does not represent, guarantee or warrant that the functions contained in these web pages or Internet website will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusions, and **Third Angle** disclaims any liability relating thereto.

This Work Statement Agreement is governed by the laws of Colorado without giving effect to its conflict of laws provision. You expressly agree that exclusive jurisdiction for any claim or dispute with **Third Angle** or relating in any way to your use of the created web pages or Internet website resides in the courts of Colorado.

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### ACCEPTANCE

Please note that by submitting your payment, you are agreeing to all of our terms of service as they are written here. **Third Angle** reserves the right to change or update these terms at any time without prior notice. The user of this site agrees to the terms of this agreement on behalf of his or her organization or business. This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

This contract is non-transferable to anyone else without our permission. This contract stays in place and does not need to be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place. Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of the courts of El Paso County, Colorado.

Please contact us with any questions regarding the **Third Angle** terms of service by email [support@third-angle.com](mailto:support@third-angle.com)

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Third Angle  
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