

# Website Maintenance Agreement

Please read this website maintenance agreement carefully before accessing or using the Website, Service, and Products.

This agreement is between Tech Help Canada Limited and the Client or Company or Organization (Collectively, the Client).

Client is contracting Tech Help Canada as a provider of website maintenance services. Services not considered 'standard website maintenance' and not included in the maintenance package or plan chosen by the Client are subject to be charged at a regular hourly rate of \$97, and will not be considered part of this contract. The minimum monthly charge for maintenance is specified with the plan or package, any additional work that is not included in this agreement will be charged at \$97/per hour.

## What *IS* included in this agreement:

1. Carry out content edit and update requests.
2. Regular monitoring and updating to ensure impeccable performance across all major browsers due to the fact that not all browsers render sites in the same way.
3. Regular and thorough backups of your site so that it may be fully restored in case of loss.
4. Protection against hackers from gaining access to your site. We can also protect your emails from spam attacks, which can be troublesome and frequent if not dealt with efficiently. This does not guarantee that your website won't be hacked and that you won't receive spam.
5. Monitoring your website functionality to ensure that everything is working as it should. Some plugins may become outdated and no longer work with the newest version of your website software. Plugins may need upgrading to accommodate the newer version, or become obsolete with the improvements in the website software.
6. Downtime is highly inconvenient for any website owner and when it happens it is important to have someone on hand to help. We can assist you by liaising with the hosting company to sort out the situation as quickly as possible.

\*When your site is offline you need immediate technical support. We ensure that option is available and can deal with any issues ourselves so you don't have to.

## What is *NOT* included in this agreement:

1. Website redesign, re-alignment or re-development.

2. CMS design or integration including but not limited to blogs, shopping carts and web forums. These require a separate design agreement.
3. Does not include any item, material, device or other necessities for printing graphic design work such as pens, t-shirts or other, nor does it include any printing fees associated.
4. The creation of copy or content of any kind.
5. Advertising fees associated with any advertising or marketing campaign.
6. Anything that is not included in the website maintenance or care plan.

## Terms and Conditions

Tech Help Canada shall provide Client with minor updates to the website for an indefinite period of within this contract. The contract will be paid on a Monthly Basis with the 1st payment due as soon as the Client signs up and each payment due around the date of initial payment of each month.

During the duration of this contract, the Client agrees that Tech Help Canada will be the sole provider of maintenance services for the website, and no other party will have access to or rights to change the website. If a party other than Tech Help Canada makes changes to the website, any errors that are created must be repaired and will be charged for at the hourly rate specified in this agreement.

### **Deadlines & Deliverables:**

Tech Help Canada will respond to all maintenance requests from Client within 24 to 48 hours on weekdays and on weekends, via email, with a confirmation that the request was received, and an estimated completion date for each action item in the request. Maintenance requests received after 18:00 EST may not be completed until the next business day unless prior arrangements have been made. Tech Help Canada will always aim to complete requests within 24 to 48 hours. Client understands that some requests may take longer to complete.

Tech Help Canada will adhere to all quoted deadlines for the deliverables in the maintenance requests at all possible costs. In the event that Tech Help Canada has any issues in delivering on a quoted deadline, Client will be notified via email or telephone with the reasoning for any change.

### **Additional Services:**

Any revisions, additions or redesign the Client requests Tech Help Canada to perform that is not specified in this document shall be considered "additional" and will require separate agreement and payment. Tech Help Canada shall advise Client on any requested work that falls within these bounds.

If it is determined that Client requires a different website maintenance plan or a custom website maintenance service, Client will have to upgrade to a different service package.

**Authorisation:**

Client hereby authorises Tech Help Canada to access their web hosting account and other necessary web properties to provide service and serve the Client. The client agrees to provide active user name / password combinations for access.

**Legal:**

This Agreement shall be governed by and construed in accordance with the laws of Ontario, Canada applicable therein. Any and all court proceedings and pursuant of claims shall be conducted in Ontario, Canada and governed by Ontario law.

Accepting this document electronically means you agree to the terms of this document "Website Maintenance Agreement".

Replying to any email from Tech Help Canada where this document is attached with *"I agree with everything in the Website Maintenance Agreement"* means you agree to the terms of this document

Making your first investment or payment towards the service also means you agree to the terms of this document "Website Maintenance Agreement".