

Terms of Service

# WEBSITE CARE PLANS

Ongoing maintenance, security and support  
for your WordPress website

Revised Sept-01-2022



## What is a Website Care Plan?

Just like routine maintenance for your home or vehicle, it's important to provide ongoing care for your website to ensure it continues to work properly. Websites that are serviced on a regular basis, load faster and perform better with less downtime, are more likely to maintain their Google ranking, and less likely to get hacked.

## Why do I need a Website Care Plan?

If the software that runs your website is not kept up-to-date, your website may not continue to function as expected, and/or your site may become vulnerable to malware. For this reason, having a trained WordPress specialist on hand to adjust the software settings, and to update, rollback and replace plugins, is important to maintain the optimal performance of your website.

## Is the Website Care Plan required?

The Website Care Plan is required if your website is hosted on our server. The maintenance plan prevents your site from being hacked or injected with malware. If your site is compromised, the virus can spread to the other sites on our server.

## Do I have to host my website on your server?

No, not necessarily. We can host the website for you on our premium web hosting server. Or you can host the site independently with the web hosting company of your choice.

## Are the hosting fees included in my plan?

If you host your site with AirdrieWeb.ca, the hosting fees are included as part of the Website Care Plan. If you choose to host your website in your own account, you will be responsible for the hosting fees.

## Can I cancel my Website Care Plan?

Yes, you can cancel your plan anytime after the first 90 days. We ask that you give us 30 days notice so we can complete our last update of the website, supply you with a full backup, and remove our administrator credentials. You may also need to purchase your own licenses for any premium software used on your site.

## What's included in the Website Care Plan?

All Website Care Plans include Website Hosting, Secure SSL Padlock, Daily Offsite Backups, Software Updates, Security Firewall, In-House Software Licenses, and Uptime Monitoring.

For more info see: <https://airdrieweb.ca/services/website-care-plans/>

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## TYPE OF PLAN

The level of maintenance service required for your site is determined by the size and complexity of your website, the volume of traffic to your site, and the potential security risks.

## SECURITY

Every effort will be taken to ensure the security of your website. However in the event of an incident and/or breach, if the most recent backup can not be restored and/or recent changes can not be recovered, our hourly rate will apply.

## WEB HOSTING

We are under no obligation to compensate for downtime, for any reason, and expressly limit damages for any non-accessibility time or other downtime, to the pro-rated monthly charge during the system unavailability.

## WEBSITE ACCESS

If you are provided access to your website for editing purposes, your access may be restricted to specific content and/or editing tools such as add/edit/remove text/photos/videos. For security reasons, you will not be able to install new plugins or other software without our prior approval.

You acknowledge that if anyone other than Airdrie Web Design Ltd. attempts to update the website and damages the design and/or impairs the ability of the web pages to display or function properly, you will be responsible for any additional work time needed to repair or restore the website. In this event, any damages will be assessed at our hourly rates.

## CANCELLATION

If your website is hosted on our in-house server, the Website Care Plan is a required service. If you choose to opt-out of this service, you will be responsible for providing your own website services, unless other arrangements have been made. This applies to domain name registration, email service, web hosting service and/or website maintenance services.

Maintenance services can be cancelled at any time after your first three months (90 days) of service. If you cancel your service plan, your site will be moved to a new web hosting account. Additional costs may be incurred to facilitate the move. You may also need to purchase your own license(s) for any premium software or plugins used on your website.

Any outstanding fees, balances or charges must be paid in full before the account will be released. If you need technical assistance with your move, we are available at our regular hourly rates.

# PAYMENT TERMS

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## GENERAL PAYMENT TERMS

- Payment is due in advance for recurring services and is non-refundable
- Invoices are sent to you via email from [billing@airdrieweb.ca](mailto:billing@airdrieweb.ca)
- Payment is due on receipt unless other arrangements have been made
- Airdrie Web Design Ltd. is registered in the province of Alberta
- 5% GST will be added to all invoices (GST #81837-9950-0001)

## PAYMENT METHODS

- Payment by eTransfer is preferred, please send to [billing@airdrieweb.ca](mailto:billing@airdrieweb.ca)
- We also accept cheques and credit card payments, see <https://airdrieweb.ca/pay/>

## PAYMENT SCHEDULE

Payments are scheduled on a monthly, quarterly, or yearly basis.

### MONTHLY (12 PAYMENTS)

- Monthly invoices are issued on the 21st day of each month for the following month
- Payment is due in full within 10 days

### QUARTERLY (4 PAYMENTS)

- Quarterly invoices are issued on the 15th day of December, March, June, and September
- Payment is due in full within 15 days

### YEARLY (1 PAYMENT)

- Yearly invoices are issued on November 15th for the upcoming year
- Payment is due in full by December 31st

## LATE PAYMENTS

- Balances not paid within 30 days of the due date may be assessed a late payment penalty.
- If the balance has not paid after 60 days, your site may be removed from public view unless other arrangements have been made.

## MAILING ADDRESS

If you are paying by cheque, please note our new mailing address is:

Airdrie Web Design Ltd.  
30 Empress Place SE  
Airdrie AB T4B 2H7

# AGREEMENT

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## LIABILITY

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 engaging in our services.

## LIMITED LIABILITY STATEMENT

We make no warranties or representations of any kind, whether expressed or implied for the services provided and will not be responsible for any damages, including loss of data resulting from delays, non-deliveries or service interruptions by any cause, or by errors or omissions.

Under no circumstances, including negligence, shall Airdrie Web Design Ltd., its offices, agents or any one else involved in creating, producing or distributing services, be liable for any direct, indirect, incidental, special or consequential damages that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to natural disaster, communication failure, theft, destruction or unauthorized access to our records, programs or services; this includes but is not limited to the loss of data or loss of profit.

Notwithstanding the above, the Customer's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the amount which the Customer paid during the term of this contract.

Any disputes arising out of this agreement shall be submitted to a mutually agreed upon arbitrator and any legal proceedings shall take place in the province of Alberta. The Customer shall be responsible for all legal fees associated with any dispute.

## INDEMNIFICATION

The Customer agrees that it shall defend, indemnify, save and hold Airdrie Web Design Ltd. harmless from any and all demands, liabilities, losses, costs and claims, asserted against Airdrie Web Design Ltd., its agents, customers, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Customer, its agents, employees or assigns.

## AGREEMENT

Both parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth within.

Payment of your invoice indicates agreement with all Terms of Service.