

Blaze Digital Website Management Service Agreement

Last Updated: 7 November 2017

The following document describes the Blaze Digital Service Agreement and is intended to be a contractual agreement. Payment of your Blaze Digital Website Management plan invoice denotes your acceptance of this agreement.

If you need clarification about anything in it, please contact us at support@blazedigital.com.au.

Description of Service

Blaze Digital sells WordPress maintenance and support plans to our clients. Plans are purchased and paid for on a yearly basis.

Our plans do not include web hosting. Clients maintain a separate contract with a third party supplier for web hosting and authorise Blaze Digital to access this account with full permission.

Prices

Current plan prices can be found at <https://www.blazedigital.com.au/support>.

Payment

Payment is invoiced yearly in advance of service and plan renewals are invoiced on the anniversary of your plan start date. Plan start dates can be any day of the month (1st-31st).

Quarterly or half-yearly payment plans may be provided upon request at the discretion of Blaze Digital.

Cancellation and Refunds

You may request a full refund during the first 30 days of service.

After the first 30 days of service, you may cancel your plan at any time, however no refund will be provided. To cancel a plan, we require you to provide written notice via email to support@blazedigital.com.au.

Upon notification that you wish to cancel your plan, we will immediately cancel your account. When an account is cancelled, any stored backups of your site are deleted, and any other benefits such as security monitoring and uptime monitoring will be turned off.

If your plan renewal invoice is overdue by more than 14 days, Blaze Digital will cancel your account immediately.

Blaze Digital does reserve the right to cancel your plan at any other time, and if this happens we will notify you via email using the email address currently on file.

Scope of Service

Blaze Digital provides two types of support plans:

1. WordPress Maintenance Only
2. WordPress Maintenance and Support

Each plan covers only one website/domain. If you need coverage for more than one site, you must purchase separate plan(s).

WordPress Maintenance

All our plans include proactive WordPress Maintenance including:

- Off-site backups run weekly or daily
- Security scanning of all WordPress files within your site
- Malware removal if malware is found
- One-time security hardening upon sign up
- Updates to WordPress core and plugin files
- Updates to WordPress theme files (for sites built by Blaze Digital only)

Please note the following regarding our WordPress Maintenance service:

- All updates are made to the live site following a back-up. In some instances, we may clone the website to our staging server to perform the updates before deploying them on the live site.
- After updates are performed, we perform a manual, visual check on the homepage and one internal page for any errors. If there are issues, site is rolled back to most recent backup
- We require that clients do not update WordPress core, theme or plugins files or install theme or plugin files. Time taken by Blaze Digital to address issues or outages caused by these actions will be charged to the client.

WordPress Support

Support Time Allocation & Usage

Blaze Digital's WordPress Support plans include a minimum of 4 pre-paid hours per year to cover client requested tasks. Pre-paid support is billed at a discounted rate compared to post-paid support which is \$90/hour.

Each support task will be charged at a minimum of 15 minutes increments.

If you use more than your pre-paid hours during the plan period:

- Blaze Digital will immediately invoice you for top-up support hours at \$60/hour in minimum blocks of 2 hours; or
- if it is close to your plan expiry date, the additional hours will be billed at \$60/hour at the end of the plan period.

If you do not use all your pre-paid support hours by the plan's expiry date:

- Blaze Digital will credit unused time into the next support period for continuing plans.
- Blaze Digital will not refund unused time if the client does not continue their support plan.

If we deem that a support task will take us longer than your remaining support credit, we may:

- Complete the task anyway at our discretion; or
- Provide you with a time estimate before beginning work on the task, whereupon you may decide if you want to proceed or not with the task

Requesting Support

Tasks must be requested via the Blaze Digital Help Desk form at www.blazedigital.com.au/support to be subject to this service agreement. Tasks submitted via other means (eg. by phone or email) fall outside of this service agreement.

Timing

Our business hours are Monday to Friday, 9am – 5pm Australian Western Standard Time.

We guarantee that all tasks will be responded to within 24 business hours of receipt.

We aim to complete all tasks within 24 hours or less after our first response. If a task requires additional clarification or follow-up information from you, please provide it in a timely manner so that we can complete the task within 24 hours.

Please note that some tasks may take longer to complete, due to the nature of the task.

Coverage

Some examples of tasks that are commonly covered under our plans include:

- Changes to CSS (website styles)
- Installing new plugins and themes
- Adding, editing or removing content for pages or posts
- Troubleshooting

Tasks that are commonly NOT covered under our support plans but can be provided for an additional fee include:

- Graphic Design (eg. designing documents, logos, banner ads, web infographics)
- Set-up and administration of accounts for services/products other than WordPress – other than installing their WordPress plugins, embed code or tracking code in your website (eg. Active Campaign, Mail Chimp, Facebook, Google Adwords, Google Merchant Centre & Product Ads, YouTube)
- Custom theme or plugin development
- Set-up of email accounts on client email applications (eg. Outlook, iPhone, Gmail).

If support is requested for these excluded services, we will supply a quote.

Disclaimer

The service is provided "as is" without warranty of any kind, either express or implied. You, the client, hereby agree that Blaze Digital will not be held liable to you for any and all injuries, claims, losses, expenses or damages that may arise out of or is in any way related to any work performed under this agreement from any cause or causes including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty.