

I will always do my best to fulfill your needs and meet your expectations, but it's important to have details documented so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this Terms of Service document, you won't find any complicated legal terms or long passages of unreadable text. I've no desire to trick you into agreeing to something that you might later regret. What I do want is what's best for both parties, now and in the future.

So in short: You ("You"), are hiring me, **Collective Discovery** ("I or Me") to manage a monthly WordPress Care Plan for your website(s).

What do both parties agree to?

You: You have the authority to sign up for this Care Plan on behalf of yourself, your company or your organization. You'll give me the assets and information I tell you I need to complete the work. You'll do this when I ask and provide it in the formats I ask for. You'll review my work, and provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment policies set out in these Terms of Service.

Me: I have the experience and ability to do everything described in the Care Plan and I'll do it all in a professional and timely manner. I'll endeavor to meet every deadline that's set and on top of that I'll maintain the confidentiality of everything you give me.

Getting down to the nitty gritty...

All WordPress Care Plans include:

- Proactive updates to WordPress core files, themes, and plug-ins
- If an update breaks something on your website, I will work to resolve the issue
- Verify automatic backups are running daily
- Restore from backup if there is an issue or the site is hacked
- 24/7 uptime monitoring
- Broken link scan (monthly)
- Security monitoring and security scans, including proactive security adjustments (2x per month)

Additionally, each plan includes a specified amount of time per month to be used on Technical Guidance and Site Updates.

Technical Guidance: Answer questions and provide guidance via email or phone, related to WordPress, domain registration, hosting, email, security, SEO, marketing, advertising, analytics, content, formatting, etc. This does not include any actual work on your site.

Site Updates: Update existing content or add new content to existing pages, including text, forms, images, and video. Add new pages including new content and related navigational changes. Update CSS styling (colors, text size, fonts, backgrounds, etc.).

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If requests fall outside this definition, or the time required goes beyond your plan, I will let you know the time impact and offer options to accommodate getting the work done, possibly with additional billing.

Legal stuff

I'll carry out my work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience.

That said, I can't guarantee that my work will be error-free and so I can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised me of them. Then again, if you find a problem that is due to my error, I will fix it at no additional cost, and won't count that time toward your Care Plan usage.

Your liability to me will also be limited to the amount of fees payable under these Terms of Service, and you won't be liable to me or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if I've advised you of them.

Finally, if any provision of these Terms of Service shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions.

Whew.

Payment

I'm sure you understand how important it is that you pay the invoices that I send you promptly. As I'm also sure you'll want to stay friends, you agree to stick tight to the following payment policies.

WordPress Care Plans are paid monthly, and the billing occurs at the beginning of the period. If you are signing up for an annual plan at the discounted rate, the payment must be made at the beginning of the one-year period.

If you request additional work not covered by the scope of your Care Plan, I will invoice additional hours at the end of the calendar month. Invoices are due and payable upon receipt, as the work has already been done and you are already realizing the benefit of that work.

If at any point, your credit card on file does not accept charges (perhaps it's expired or you have a new card), I will let you know and we will need to resolve the issue before I can do any more work on your behalf.

Cancellation: Care plans may be cancelled at any time with 30 days' notice in writing (email is fine). If it's not working out for you, no problem! I'm happy to stop the Care Plan when needed, with just a little notice. Unused hours for that 30-day period will not be refunded after cancellation, but can be used up until the end of the period. If you're canceling with more than one month left on the annual plan, you'll get a pro-rated refund for the unused time (minus the 30 days' notice). In

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addition, if I need to cancel your plan, I will give you 30 day's notice, and any appropriate pro-rated refund for unused time (minus the 30 days' notice).

Unused Hours: Each Care Plan includes a specified amount of time per month for Technical Guidance, and a specified amount of time per month for Site Updates. Technical Guidance time expires if not used within the month. Unused Site Update time is "banked" for up to 6 months, and then expires. If you cancel your Care Plan, any banked time must be used before the plan ends (that is, within the 30-day notice window), and then will expire at the time the Care Plan is ended. No refunds for expired time.

Time Overage: Clients are permitted to exceed their plan by up to one month's plan size before additional billing. In other words, there's an opportunity to "borrow" against the next month's allotment. Hours in excess of this are billed at \$120/hour at the end of the calendar month (non-profit discounts will apply).

Refunds: No refunds are issued for unused time, but unused time can be "banked" as described above.

The Fine Print

- Neither of us can transfer this agreement to anyone else without the other's permission.
- We both agree that we'll adhere to all relevant laws and regulations in relation to our activities under these Terms of Service and not cause the other to breach any relevant laws or regulations.
- This agreement stays in place and need not be renewed. If for some reason one part of these Terms of Service becomes invalid or unenforceable, the remaining parts of it remain in place.
- Although the language is simple, the intentions are serious and your agreement to these terms constitutes a legal document under exclusive jurisdiction of **United States** courts.

Please print or keep a copy of these Terms of Service for your records.