

WORDPRESS MANAGEMENT SERVICE TERMS & CONDITIONS



Version 1.0, date: 12/10/2020

This agreement is between:

- (1) **Pixel Reset Limited**, (“the **Provider**”) and
- (2) The **Client**.

By utilising the Provider’s WordPress Management Service, it is agreed as follows:

1. AGREEMENT OF TERMS

- 1.1. By subscribing to The Provider’s WordPress Management Service the client indicates acceptance of these Terms and Conditions.
- 1.2. This service is provided by The Provider to monitor and provide upgrades and maintenance services to a designated WordPress-based web site (the “Web Site”) which is owned or operated by the Client.

2. SERVICES AND ACTIVITIES INCLUDED AS PART OF THIS AGREEMENT

- 2.1. The Provider will monitor the Web Site check if updates are available for:
 - 2.1.1. The WordPress core of the Web Site
 - 2.1.2. Any WordPress plugins that are installed on the Web Site
 - 2.1.3. Any WordPress themes that are installed on the Web Site
- 2.2. The Provider will endeavour to undertake monitoring of the Web Site daily during weekdays, and monitoring will take place at least once every 14 days.
- 2.3. The Provider will attempt to install the following updates when they become available:
 - 2.3.1. Updates to the WordPress core
 - 2.3.2. Updates to WordPress plugins that are presented through WordPress’ built-in plugin update checks

- 2.3.3. Updates to WordPress themes that are presented through WordPress' built-in theme update checks
- 2.4. The Provider does not include monitoring, installation or updates of manual updates as part of the WordPress Management Service. These include, but are not limited to:
 - 2.4.1. Updates that don't present or update through the standard WordPress update mechanism
 - 2.4.2. Updates that take place through a third-party update-checking mechanism – for example TGM Plugin Activation
 - 2.4.3. Plugins that are bundled with themes, and require manual intervention outside of the standard WordPress update mechanism
 - 2.4.4. Any plugin or theme update that requires manual upload
 - 2.4.5. Any plugin or theme update that requires manual deactivation and uninstallation of a previous version before installation of the update
 - 2.4.6. Any plugin or theme update that requires manual intervention outside of the standard WordPress update mechanism.
- 2.5. The Provider may, at its sole discretion, agree to install such updates that are not included as part of this agreement at the request of the Client, and may levy an additional charge for this service.
- 2.6. The Provider will attempt to install updates to the WordPress core, applicable WordPress Plugins and applicable WordPress Themes in a timely manner, or when the Provider believes it is fit and appropriate to do so.
- 2.7. The Provider may delay or defer updates under certain circumstances. These include, but are not limited to:
 - 2.7.1. If the Provider believes that potential issues are likely to occur as a result of performing the updates
 - 2.7.2. If the Provider deems an update to be a 'major' or large update, and believes it would be wise to delay installing the update until it has matured
 - 2.7.3. If the Provider believes the update poses a security risk.
- 2.8. This agreement does not include:
 - 2.8.1. Work to rectify failed updates
 - 2.8.2. reinstallation of plugins or themes
 - 2.8.3. Work to rectify problems caused by updates such as conflicts, errors, or instability of the website
 - 2.8.4. Restoring the website in part, or in whole from a backup

- 2.8.5. Any plugin or theme update that requires manual intervention outside of the standard WordPress update mechanism.
- 2.9. Such services will be offered to the Client, if required, at an additional cost. Should an update present problems such as those listed above, the Provider will contact the Client at the earliest opportunity to explain the issue and, if possible, provide a quotation to rectify the problem.
- 2.10. The Provider will install, configure, and monitor a web application firewall.
- 2.11. The Provider will scan the client's WordPress install for malware on a regular basis.
- 2.12. In the event that The Provider discovers that the Web Site may cause harm to its users, or cause harm to the Client (for example, in the event of the Web Site being hacked or hosting malware or other harmful or dangerous material) or if the Provider discovers illegal material is hosted on the Web Site, the Provider will contact the Client to discuss the issue without undue delay. The Provider may, at its discretion and without notice, temporarily disable the Web Site.
- 2.13. In the event that The Provider discovers a possible security breach of the Web Site, it will contact the Client to discuss the issue without undue delay and may, at its discretion and without notice, temporarily disable the Web Site.
- 2.14. Unless specified in a supplementary service level agreement, technical support and additional services outside the scope of this agreement are provided by the Provider on a "best-effort" basis and at the Provider's discretion.

3. LIMITATIONS IMPOSED BY THE PROVIDER

- 3.1. In addition to any limitations set out in the hosting terms and conditions that govern the hosting of the website, the provision of the WordPress Management Service imposes the following conditions and limitations upon the Client's use of the WordPress installation:
- 3.1.1. The client will not be provided with access to a WordPress 'Administrator' account, and will instead be provided with a 'Site Administrator' account which includes fewer capabilities (for example, without the ability to modify plugin files).
- 3.1.2. The client will be limited to installing the number of plugins as defined by their WordPress Management Service plan. This limit may be varied by upgrading or downgrading to a different plan, or at the discretion of the Provider.
- 3.1.3. The client will be limited to installing the number of themes as defined by their WordPress Management Service plan. This limit may be varied by upgrading or downgrading to a different plan, or at the discretion of the Provider.
- 3.1.4. Any other restrictions the Provider deems appropriate to sustain secure operation of the website (for example, in some circumstances the Provider may require Two-Factor Authentication to log into WordPress).

4. SERVICE PROVISION REQUIREMENTS

- 4.1. The Provider will require and retain full, unrestricted administrative access to the client's WordPress installation, FTP access, Hosting Control Panel access and Database access in order to provide the WordPress Management Service.

- 4.2. The Provider will install certain WordPress Plugins or other software that are required to undertake the WordPress Management Service. These may include, but are not limited to:
 - 4.2.1. Plugins and software relating to remote management
 - 4.2.2. Plugins and software relating to security, such as a Web Application Firewall
 - 4.2.3. Platform-specific plugins relating to our operation of the WordPress Management Service, such as provision of uptime monitoring
 - 4.2.4. An edge-caching plugin.
- 4.3. The Provider may take backups of the Web Site in order to perform the Maintenance Service. Backups may include WordPress core files, plugins, uploaded media and the WordPress database. These backups will be stored and retained in line with the Provider's data protection policy.
- 4.4. The Provider may, at its discretion, terminate its service at any time and without prior notice if these requirements are denied by the Client.

5. ERROR CORRECTION

- 5.1. If the Client discovers any error in the operation or presentation of the Web Site, the Client shall notify the Provider in writing of the defect or error in question and provide the Provider (so far as the Client is able) with a documented example of such defect or error, within 7 days after such discovery.
- 5.2. Upon receipt of such notification from the Client, the Provider will assess the best course of action to resolve the issue, and, if necessary, provide the Client with a quotation to resolve the error.
- 5.3. If the Client requests support in an emergency the Provider shall use all reasonable efforts to fulfil the request as quickly as possible.

6. LIABILITY

- 6.1. The Provider shall not be liable for any loss or damage sustained or incurred by the Client or any third party (including without limitation any loss of or spoiling of the Client's data) as a result of any defect or error that occurs while providing the WordPress Management Service.
- 6.2. The Client shall indemnify the Provider and keep the Provider fully and effectively indemnified on demand against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of the Client, its employees, agents or sub-contractors.
- 6.3. Notwithstanding anything else contained in this Agreement, the Provider shall not be liable to the Client for loss of profits or contracts or other indirect or consequential loss whether arising from negligence, breach of contract or howsoever.
- 6.4. The Provider shall not be liable to the Client for any loss arising out of any failure by the Client to keep full and up-to-date copies of the Web Site.

7. CONFIDENTIALITY

- 7.1. Each Party undertakes that, except as provided by sub-Clause 7.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and for 1 year after its termination:
 - 7.1.1. keep confidential all Confidential Information;
 - 7.1.2. not disclose any Confidential Information to any other party;
 - 7.1.3. not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
 - 7.1.4. not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 7.1.5. ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 7.1.1 to 7.1.4 above.
- 7.2. Either Party may:
 - 7.2.1. disclose any Confidential Information to:
 - 7.2.1.1. any sub-contractor or supplier of that Party;
 - 7.2.1.2. any governmental or other authority or regulatory body; or
 - 7.2.1.3. any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;to such extent only as is necessary for the purposes contemplated by this Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 7.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 11, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
 - 7.2.2. use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.
- 7.3. The provisions of this Clause 7 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

8. PAYMENT TERMS, TERMINATION AND OTHER CONDITIONS

- 8.1. Notwithstanding anything else contained in this Agreement, this service is subject to The Provider's standard terms and conditions of sale.