

# New Paradigm Website Maintenance Plan Terms of Service

These Terms of Service are effective as of 08-20-2018.

## User's Acknowledgment and Acceptance of Terms

New Paradigm Marketing Group ("Us" or "We") provides the WordPress Website Maintenance Plans and various related services (collectively, the "plan") to you, the user, subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Service"), as well as any other written agreement between us and you.

We expressly reserve the right to change these Terms of Service from time to time, and will provide notice of any updates to you via email. You acknowledge and agree that it is your responsibility to review these Terms of Service and to familiarize yourself with any modifications. Your continued use of the plan after such modifications will constitute acknowledgement of the modified Terms of Service and agreement to abide and be bound by the modified Terms of Service.

## Registration for Service

To initiate service, you must make your first payment for your plan subscription. If we do not already have your information on file, we will contact you for registration information, typically within one business day after receiving your first subscription payment.

Required registration information includes:

- Your name
- Your email
- Business name
- Business mailing address
- Your phone number
- Website domain
- WordPress access credentials (login and password)
- Provider account information and access for:
  - Hosting account
  - Domain registrar
  - Theme provider
  - Premium plugins, if applicable

We will use this information to access your website and validate your accounts. Following a brief assessment, we will inform you if you are approved for website maintenance. If you did not select the appropriate level of plan that is appropriate for your site, we will notify you that you must change your subscription to that level. Failure to comply may mean that we deny service. SHOULD THIS OCCUR, NO REFUNDS WILL BE OFFERED, SINCE PROCESSING YOUR REGISTRATION AND SETTING YOUR SITE UP FOR SERVICE IS TIME-INTENSIVE. Maintenance plan service is effective immediately after you are notified that you are approved for the service.

## **Description of Services**

Our WordPress Website Maintenance Plans include a variety of services including, but not limited to, WordPress maintenance and support, and other services that may be related to maintaining or developing your website and/or managing your Internet accounts, if applicable. Services may vary depending on the plan level and/or your website and Internet accounts or needs as may arise from time to time in the rendering of plan services. A partial list of services includes:

### Monthly Services:

- Check plugins, theme and WordPress core software for updates.
- Update software.
- Check performance (page load speed).
- Optimize performance if needed: install, configure image compression, caching and/or site minification plugins.
- Configure and monitor site security protection, malware scanning and removal (service varies for different levels of subscription)
- Provide a monthly report of updates performed on your site, uptime, malware scans and site speed.

### Periodic / As-Needed Services:

- If provided access and upon your request, we will ensure that your hosting, email and domain accounts do not lapse. This assumes that you keep your accounts active and keep your payment card current.
- Respond to support requests from you. Solve issues as needed and/or work with host provider support until issues are resolved.
- Advise you of any non-routine issues encountered as well as recommendations and/or resolution.

## **Your Responsibility as the Website Owner**

Following each software update, we briefly review your site's general appearance to ensure it displays properly. However, we are not able to conduct a thorough review in the time allotted. As the website owner, you should review your site every other week, checking site display and special features, such as forms, calendars and other plugin-driven content to ensure that it is displaying properly.

If you see any issues you believe need addressing that may have been related to an update, please inform us immediately. Backups for most sites are kept up to 30 days, and we cannot be responsible for issues that may have occurred during updates more than 30 days ago. Failure to do alert us of site-related issues on a timely basis may mean you will be responsible for manual rebuilding or restoration of features that could have been easily restored with an existing backup.

## **Performance Optimization**

We typically achieve average or better page speed by installing and configuring minification and caching plugins. However, each site is different, and speed may be affected by factors beyond our control. Examples include actions by clients, other developers or third parties who add plugins, improperly sized images, tracking code, java script, etc. that drag on performance. We will make all efforts to improve performance, but we cannot guarantee specific results.

## SEO / Keyword Monitoring

Keyword monitoring for search engine optimization (SEO), if applicable to your plan level, is based on a client provided-list (csv, Excel or Word file) with each keyword entered on a separate line. After initial entry, hourly rate will apply to editing/adding to monitored keyword list.

## Malware Protection, Scanning and Removal

We protect your website from hacking and malware with a variety of measures, the combination of which depends on your maintenance plan subscription level. All plan levels benefit from regular software updates for WordPress (if not automatic), themes and plugins. We also install a Google reCAPTCHA plugin to help prevent unauthorized logins.

For malware scanning, we utilize Godaddy Pro scanning and, for Advanced and Ultimate level plans, we also use the Wordfence premium plugin for scanning and firewall protection. The presence of malware or other objectionable content may be detected and reported by these scans or by Google. In the event hacking or malware is detected, we will immediately begin remediation efforts and notify you. Remediation actions and/or removal, if needed, are done subject to the published cost for your maintenance plan level. The first hour of removal services is provided at no charge for our Advanced and Ultimate level subscription plans.

Please note that, no matter how strong the protection measures may be, we cannot guarantee that your site will not be hacked or injected with malware. Our preventative measures are designed to minimize that possibility.

## Incident Response

You should be aware that, due to the extremely complex nature of modern websites with tens of thousands of component parts, things can go wrong from time to time. Even when best practices are followed with site development and maintenance, websites sometimes “break.” If this happens, the time we spend restoring your site is necessary time and is subject to hourly billing.

Incident Response is defined as support time required for urgent issues. Typically this will be caused by software update conflicts, hacking/malware or host server issues, and will affect site display and/or function.

Should an event occur that requires an Incident Response, we will typically respond within the published timeframe depending on your plan level. This means that we will respond to the event and begin diagnostic and corrective action within that timeframe. However, we cannot guarantee that we will always achieve 100% resolution within those timeframes. Should circumstances prevent us from completing work within the published timeframe, we will advise you of expected timeframe modifications. If you or we believe we are unable to meet your needs, we will offer you a complete refund for that month of service.

If you believe your site needs Incident Response support, you must [request it by email](#) at so that it can be noted and responded to in a timely manner. You will be notified via email with information upon submitting your request.

Acceptable Incident Response support requests, subject to our listed typical Incident Response time, would include the following:

- Theme/plugin troubleshooting related to software updates
- Site optimization issues (load time, caching, etc.)

- Plugin/code conflicts
- Inadvertent issues that develop with site display or function (not caused by you or your agents)
- Notification of site hacking or malware

### **Non-Emergency Service Requests**

All other support requests not covered under Incident Response (above) will be considered Non-Emergency Service Requests. These include the following:

- Theme/plugin installation
- Custom theme/plugin development
- Site design/development
- SEO plugin configuration/troubleshooting
- User training
- Configuring and/or troubleshooting hosting accounts, email accounts, domains, SSL certificates, etc.
- Any additional assistance of any kind related to your website that is not covered above

We will always do our best to accommodate such requests in a timely manner, but cannot make guarantees about turnaround time.

### **How All Support Time is Calculated**

Please note that ALL time spent on your behalf, regardless of the nature of that time, will be considered support time. This includes everything from conducting routine maintenance and reporting, responding to an incident and providing non-emergency service requests. Support time includes reading and responding to emails, talking on the phone, contacting hosting support, researching issues, troubleshooting incidents, website development, filing materials related to your website and/or account, accessing your Internet accounts, etc.

Time spent on your behalf will be charged at our standard hourly rate, and a detailed invoice will be provided at the end of the month. Our standard hourly rate in 2018 is \$105, and may be modified at our discretion.

If you have questions regarding the nature of support time, how it is calculated and/or how it is applied to your account, please contact us at [support@newparadigmmarketing.com](mailto:support@newparadigmmarketing.com) for clarification.

### **Term of Agreement and Payments**

Unless otherwise individually quoted for your site, there is no setup fee. Initial time spent validating access credentials, configuring software, installing plugins, etc. is included in your monthly allotment. However, since setup time is intensive, by signing up for the plan, you agree to commit to paying for a minimum of three months of service regardless of how long you stay on the program.

We will continue to provide services associated with your plan level for as long as you continue to pay the subscription fee, either monthly via automatic recurring payment or annually. Subscriptions are based on a calendar month effective the first of the month in which you enroll, and extend until last day of that month. If you discontinue payment, services under the plan will be terminated effective the end of the last month for which you have paid.

We reserve the sole right to either modify or discontinue the plan, including any of the features, at any time upon written notice to you. We will not be liable to you or any third party should we exercise such right. Any new

features that augment or enhance the then-current services on this site shall also be subject to these Terms of Service.

You agree that we may at any time, and at our sole discretion, terminate your subscription for any reason, provided we agree to refund any unused portion of your subscription fee to you. If you or we terminate your subscription, you no longer have the right to use any licensed premium plugins we may have installed during the course of your subscription. Should you wish to continue using such plugins upon termination, you agree to immediately purchase your own license and activate it within 24 hours.

### **Refunds**

We maintain a policy of no refunds. Due to the month-to-month, cancel-anytime nature of this agreement, we shall not be compelled to issue a refund, pro-rated or otherwise for any reason. We do reserve the right to voluntarily issue a refund on a case-by-case basis at our sole discretion.

### **Access to Website and Internet Accounts**

In the event we need to access and make changes to your Internet accounts, including but not limited to domain registrar, hosting, email and similar accounts, you agree that we and/or our agents are duly authorized to access those accounts upon being provided with delegated access and/or the login and password information. Moreover, we will not be held responsible for inadvertent issues caused by accessing and/or making changes to said accounts in the course of performing work on your behalf. You alone are responsible for paying for and renewing such Internet accounts as needed.

### **Limitation of Liability and Indemnification**

Our total liability in connection with this agreement for any and all claims, shall be limited to the direct damages proven by clear and convincing evidence, up to the amounts for fees you paid us under the agreement for the services giving rise to the liability during the one-year period immediately preceding the date the cause of action arose. However, nothing in this section shall limit our liability: (a) in tort for willful or intentional misconduct, or (b) for bodily injury or death proximately caused by gross negligence, or (c) for loss or damage to real property or tangible personal property proximately caused by its gross negligence.

You agree that we will not be liable for any loss of data, profits, savings, use of business; for delays, inconvenience or business interruption; or frustration of economic or business expectations. In addition, we will not be liable for any special, incidental, indirect, exemplary, contingent, punitive, or consequential damages arising out of or in connection with the agreement or any statement of work, regardless of whether you have been advised of the possibility of such damages.

You agree to indemnify, defend, and hold us harmless from and against any and all third party claims, demands or actions and any losses, expenses and damages resulting directly therefrom (including court costs and reasonable attorney fees) based on us performing our obligations hereunder.

All conditions of this section shall apply to our agents and assigns, including back-up service providers with whom we contract to provide services to you under the plan.

### **Governing Law**

The laws of the State of California (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

### **Notices**

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to New Paradigm Marketing Group, 1410 Guerneville Road Ste. 18, Santa Rosa, CA 95403 if by conventional mail, or to [support@newparadigmmarketing.com](mailto:support@newparadigmmarketing.com) if by email. Notices to you may be sent to the email address supplied by you as part of your Registration Data. In addition, we may email notices to inform you of changes to the plan or other matters of importance, and such broadcasts shall constitute notice to you at the time of sending.

### **Disclaimer of Warranties**

Unless otherwise stated, you acknowledge that we make no representations or warranties of any kind whatsoever regarding precise performance of the services and deliverables. You acknowledge that, due to the complex nature of integrated technology and the Internet, user devices, etc., specific results cannot always be predicted. Accordingly, we make no claims as to exact timing of support services provided or the precise impact that those services will have on your website or how your website will display at any time on any particular device, operating system, browser, etc.

### **Force Majeure**

Neither Party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, or act of government provided that such Party gives the other Party written notice thereof promptly upon discovery thereof and uses its best efforts to cure the breach or delay.

### **Severability**

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force and effect, if the essential terms and conditions of this Agreement for both parties remain valid, legal and enforceable. Any failure by us to enforce or exercise any provision of these Terms of Service or related rights shall not constitute a waiver of that right or provision.

### **Waiver**

The failure of either Party to exercise partially or fully any right or the waiver by either Party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement.

### **Successors**

The rights and obligations of the Parties hereto shall inure to the benefit of, and be binding and enforceable upon, the respective successors and assigns of the Parties.

### **Entire Agreement**

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter of this agreement and supersedes all prior agreements and understandings of the parties with respect to that subject matter. These Terms of Service may not be altered, supplemented, or amended by the use of any other document(s).