

# Digital Web Ally – Website Maintenance Agreement

**Client:** \_\_\_\_\_ **Website:** \_\_\_\_\_ **Service**

**Provider:** Digital Web Ally

**Effective Date:** \_\_\_\_\_

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## 1. Scope of Services

Digital Web Ally agrees to perform the following website maintenance services for the Client:

- Upload, optimize, and place images
- Change names, addresses, titles, or other minor text updates
- Update or revise simple text content
- Check that pages are loading properly
- Add events, advertisements, or other approved content
- Monitor the website for errors in content, ensure consistency, and correct minor issues
- Recommend improvements for website performance, design, or content

*Any work beyond the above scope (e.g., full website redesign, major coding work, or additional functionality) will require a separate agreement and may incur additional fees. This work is typically beyond the scope of service.*

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## 2. Services & Schedule

Service	Frequency
Images uploaded, optimized, and placed	Once a week (up to 10 images)
Change of names, addresses, titles	Once a week
Simple text content updates	Once a week
Check pages are loading	Once a month
Post events/advertisements	Once a week
Monitor website for errors, corrections, and consistency	Once a week
Suggest improvements	Ongoing

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### 3. Fees & Payment

- Fees are accepted or rejected by a bid submitted by the client.
  - Payment terms, liability, serviced details and time period is stated on the bid.
  - Contract may be terminated by request of either party without penalty.
  - NO refunds.
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### 4. Client Responsibilities

The Client agrees to:

- Provide access to the website, hosting, or content management system
  - Supply relevant images, text, detail of need or event information
  - Respond promptly to Digital Web Ally inquiries to allow completion of services
  - **Ensure that the website is regularly backed up** and can be restored in the event of failure
  - Maintain responsibility for all website security, including passwords, hosting security, and third-party plugins
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### 5. Limitation of Liability, Indemnification & Acknowledgment of Service Nature

- **Minimal Service Nature:** The Client acknowledges that the services provided under this Agreement are **basic, minimal website maintenance**, intended to perform small updates and monitoring only. The **monthly fee reflects the limited scope and nature of these services**.
- **Release of Liability:** The Client expressly agrees that Digital Web Ally is **not liable for any damages, loss, downtime, or errors** that may occur in connection with the website, including but not limited to data loss, functionality issues, or third-party plugin conflicts.
- **Backup Responsibility:** The Client acknowledges and agrees that it is their responsibility to maintain proper backups of the website and all content.
- **Security Responsibility:** The Client acknowledges that website security, including protection from unauthorized access, malware, and hacking, is the **sole responsibility of the Client**.
- **Acknowledgment of Agreement:** By subscribing or signing, the Client acknowledges and agrees to the **minimal nature of maintenance, the low cost, and the terms of this agreement**.
- The Client agrees to **indemnify and hold harmless** Digital Web Ally from any claims, damages, or losses arising from the use of the website, its content, or services performed under this Agreement.

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## 6. Termination

Either party may terminate this agreement at any time. The Client is responsible for payment for services completed up to the termination date. The Client is not eligible for refunds as this is a pay as you go service with minimal cost that can be terminated with no further charges.

## 7. Additional Notes:

Initial: \_\_

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## . Acceptance

By signing below, both parties agree to the terms outlined in this Agreement.

**Client Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Digital Web Ally Representative:** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_