

Digital Sales

# Digital Sales -Website Maintenance Terms and Conditions



## DEFINITIONS

'Client' means the party that signs the signatory block of this Agreement.

'Digital Sales' means Digital Sales (Company Number: 621790) with a trading address at 18 Herbert Street, Dublin 2, D02 FK19, Ireland.

'Fees' means the charges payable by the Client to Digital Sales under this Agreement, calculated and payable in accordance with the General Conditions.

'Services' means the website maintenance and support service product as described in this Agreement to be provided by Digital Sales to the Client.

'Website' refers to the client website hosted or maintained by Digital Sales as stated in this Agreement at the time of entering into this Agreement.

## GENERAL CONDITIONS

- Subject to the payment of all Fees and the termination rights pursuant to this Agreement, Digital Sales shall provide the Services to the Client for a period of 12 months. Following the expiration of the initial 12-month period the Agreement shall extend for further 12 months periods unless terminated in accordance with the terms of this Agreement.
- Termination of this Agreement by the Client:
  - Client may terminate this Agreement at any time with 30 days advance written notice via email (cancellation@DigitalSales.ie), with no cancellation fee.
- Payment Methods
  - Monthly Website Maintenance fees require a credit/debit card for payment or via direct debit. No other forms of payment will be accepted for Monthly Website Maintenance payments.
  - Annual Website Maintenance fees may be paid with a credit/debit card, cheque, bank transfer or via direct debit.
  - All payments are made in advance, Monthly Website Maintenance fees will be payable at the start of the month (other than for the first month if a pro-rata fee is applied) whilst Annual Maintenance Fees will be payable on the date of this Agreement and each anniversary until such time as the Agreement is terminated.
- Digital Sales may terminate this Agreement at any time with written notice via email to the Client.
- There are absolutely no refunds for any fees paid or payable related to the Services.
- The Client must provide Digital Sales with access to its Website Control Panel and Admin including the provision of login details. Digital Sales will only use such details in the provision of the Services and such details will only be shared with third parties providing such Services on behalf of Digital Sales.
- Digital Sales may sub-contract any part of the provision of the Services to a third party.
- The Client shall provide all support and information as reasonable requested by Digital Sales in the provision of the Services.
- Except where it is not possible to exclude or limit liability, Digital Sales' maximum aggregate liability to the Client shall be limited to the Fees paid by the Client to Digital Sales in the 12 months period preceding any claim.
- This Agreement shall be governed by and interpreted in accordance with Irish law. All disputes arising out of or relating to this Agreement shall be submitted to the exclusive jurisdiction of Irish courts.

## TYPES OF MAINTENANCE

- Where Digital Sales is required to add new text and/or content to a page of the Website the Client shall be responsible for providing all required text (in digital format) and images/photos.
- Website changes and updates are limited to 5 incidents per week depending on availability or up to the period of support time for each product: Basic and Essential (30 minutes per month) or Premium (60 minutes per month) ("Maintenance Time"). Additional minor changes may be provided at the discretion of Digital Sales subject to Digital Sales master project schedule. The Client may submit a support ticket (via email to support@DigitalSales.ie) to find out if more website changes may be scheduled in a given week.
- There is no monthly roll-over of any Maintenance Time.
- Subject to available Maintenance Time, urgent and/or rush changes, modifications, or edits will be completed within 24 working hours (Monday to Friday). Digital Sales will use reasonable endeavours to complete all other updates within 48 working hours. A fee of 50 euro per update/modification will be charged if updates and/or modifications or edits are required to be completed on Saturday, Sunday or a bank holiday.
- General Development Work (Premium) turnaround time shall be agreed on a case by case basis.

## OTHER MAINTENANCE & SUPPORT SERVICES

### Website Backups

Websites hosted by Digital Sales will be backed up on the 1st day of every month for Basic & Essential products and on Monday (or the following working day should Monday be a bank holiday) of every week for Premium products and in the event of any Website compromise, a clean copy of the last available backed-up Website will be restored.

### Website Updates

On the 1st Day of every month (Basic) or Bi-Weekly (being the 1st working day of every week and the 15th working day of every month) (Essential & Premium). Digital Sales will apply, test and monitor any website updates and plugin updates (if the 1st or 15th of any month falls on a Saturday or Sunday, updates will be applied on the following working day). Any fixes required due to applied updates will be addressed by Digital Sales.

### Website Firewall & Malware Protection

For Essential and Premium products, Digital Sales will apply a Website Firewall and an Intrusion Prevention System (IPS) to the Website if the Website is Hosted by Digital Sales. This will enhance the security of the Website from malicious attacks, malware and the dangers of getting blacklisted.

If the Website is compromised by malware or viruses, where reasonably practicable, Digital Sales will remove the malicious code from the Website and address any blacklisting of the Website.

### Google Search Console Monitoring & Google Analytics Reporting

The Website will be registered with Google Search Console and continually monitored. For Premium products, on the 1st day of each month, a full Google Analytics Report will be issued to the Client.

### Support Contact Details

Support requests can be emailed to: support@DigitalSales.ie and our support team can be contacted on 01-539 7207, between the hours of 8.30AM and 6PM (GMT), Monday to Friday excluding bank holidays in the Republic of Ireland.

## DESCRIPTION OF AVAILABLE SERVICES

Basic	Essential	Premium
Monthly Website Updates	Bi-Weekly Website Updates	Bi-Weekly Website Updates
Monthly Website Backups	Monthly Website Backups	Weekly Website Backups
Email & Phone Support	Site Monitoring	Site Monitoring
Fixes if Something Breaks	Email & Phone Support	Email & Phone Support
Google Search Console Monitoring	Fixes if Something Breaks	Fixes if Something Breaks
30 Minutes of Minor changes (Maintenance Time)	Website Firewall & Malware Protection	Website Firewall & Malware Protection
	Google Search Console Monitoring	Google Search Console Monitoring
	30 Minutes of Minor changes (Maintenance Time)	One Hour of Minor changes (Maintenance Time) & General Development Work
		Monthly Google Analytics Reporting
<b>49 Euro Per Month (Save One Month Annually 539 Euro)</b>	<b>89 Euro Per Month (Save One Month Annually 979 Euro)</b>	<b>149 Euro Per Month (Save One Month Annually 1639 Euro)</b>

## TYPES OF MAINTENANCE

- Small text changes (not including changing an entire page of text)
- Adding or modifying a link
- Adding or changing a photo/image
- Adding or modifying a menu item
- Adding or modifying meta data (keywords, descriptions, title, etc. on a page)
- Changing page URL's (only applies to CMS sites and websites developed by Digital Sales)
- Adding or modifying a product in a catalogue or e-commerce system
- Adding or modifying a calendar event
- Modifying code
  - PHP
  - MySQL
  - DHTML
  - XHTML
  - Javascript
  - XML
  - Template

## NON-MINOR CHANGES & ADDITIONAL MONTHLY MAINTENANCE SERVICES

Please note: these services carry an additional fee on top of your monthly maintenance fee as agreed between the parties. If these services are required the Client should email the service request support@digitalsales.ie.

- Add a Blog
- Add a calendar
- Create a "pop-out" menu
- Add a frontpage slideshow
- Add Google Analytics/Sitemaps
- Add a new page
- Additional minor updates
- Add a CMS (including additional pages and new template)
- Add an online form
- Add a "Map & Directions" page
- Add an online product catalogue
- Add an online shopping cart
- Add an online payment gateway

**PLEASE SELECT YOUR MAINTENANCE & SUPPORT PRODUCT:**

Basic  Essential  Premium

Pay Regularity: Monthly  Yearly

Payment Method: Direct Debit  Bank Transfer  Cheque  Credit/Debit Card

Website: \_\_\_\_\_

Client: \_\_\_\_\_

By signing this Agreement, you agree to the above terms and conditions:

Name (Print): \_\_\_\_\_

Name (Signature): \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_