

CottamWeb Terms of Business

By requesting any service from CottamWeb, you expressly agree to adhere to the following Terms of Business (the Terms).

You agree that it is your responsibility to review the Terms periodically to familiarize yourself with any amendments, and that your continued use of this site and my services after such amendments will constitute your agreement to any changes to the Terms.

1. WordPress Support

CottamWeb provides a support service exclusively for single-site WordPress installations. Services include, but are not limited to, those offered on the web page at <https://cottamweb.com/wordpress-support-services/>.

1a. Pay per hour services - You can opt to pay per hour for the services offered under the WordPress Support service. All services provided are on a time spent basis, meaning that all time spent on a piece of work - including but not limited to research, communication with third parties and you - are charged at the stated hourly rate.

Completed tasks are billed upon completion with a full timelog of activities undertaken.

1b. Monthly Retainer Plans – CottamWeb provides a range of monthly retainer plans that provide pre-paid hours which can be used to request any of the services listed on the web page detailed in Section 1 of these terms.

Service requests must be submitted by email only to mike@cottamweb.com. Requests will be acknowledged within 2-hours and you must allow a minimum of 24-hours for your support request to be completed.

- Unused hours cannot be carried forward to the next month;
- Services which take longer than the available hours purchased, will be billed at the prevailing hourly rate and invoiced in arrears at the end of the month;
- CottamWeb reserves the right to decline service requests if invoices are outstanding;
- CottamWeb reserves the right to withdraw the provision of this service at any time.

1c. Definition of Unlimited Service Request

"Unlimited service requests" means any service request that is listed on the web page detailed in Section 1 of the above terms. Only 1 (one) service task

may be requested at a time. Once cumulative service requests reach the maximum amount of time available under your retainer plan, you will be advised that any additional time needed to complete the task will be invoiced at the prevailing rate.

1d. Site Access Requirements

In order to complete a requested task, I will require access to your WordPress dashboard. You are responsible for providing administrator level access and for the subsequent management of that user after a task has been completed.

2. CottamWeb General Terms of Business

2a. Disclaimer of Warranties

All the materials and services on this website are provided on an 'as is' basis with no warranty of any kind, express or implied, including suitability for any intended purpose.

I make no warranty that:

- My services and materials will meet your requirements or expectations;
- My services and materials will be compatible with your hosting environment;
- My services and materials will be error-free;
- My services and materials will be uninterrupted;
- Results from the use of my services and materials will be accurate or effective.

This website could include mistakes, inaccuracies or technical errors. I may make changes to the website at any time and information about such services and materials could be out of date.

I am not responsible for any damages your business may suffer. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by me.

You understand and agree that temporary interruptions of the services provided by CottamWeb may occur as normal events. You further understand and agree that I have no control over your host or any third party networks you may use in the course of the use of this site or my services, and therefore, delays and disruption of such networks are completely beyond my control.

You understand that all web hosts are different and that all of my services may not work with every host server setup. I will notify you during account

setup if there are going to be problems using my services with your hosting setup. If settings on your host server change during your account period with me, that may affect my services and I will notify you if problems arise.

You agree that content provided by me for download to your computer or to other devices may not be error free, and that you are solely responsible for damage incurred to devices or loss of data as a result of such download.

2b. Limitation of Liability

Your exclusive remedy and my entire liability under this contract, if any, for any claim(s) for damages will be limited to the amount of my charges paid by you during the twelve (12) month period preceding the event giving rise to such claim.

In no event will CottamWeb be liable to the customer for any claims relating in any way to lost profits or other consequential, incidental, indirect or special damages relating in whole or part to this contract or the use or inability to use my materials and services.

2c. Indemnification

You agree that you shall defend, indemnify, save and hold CottamWeb harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against CottamWeb, its agents, its customers, officers and employees, that may arise or result from your use or misuse of this website and my services.

You agree to defend, indemnify, and hold harmless CottamWeb against liabilities arising out of any injury to person or property caused by (1) any products or services sold or otherwise distributed in connection with CottamWeb's service; (2) any material supplied by you that infringes on the property rights of a third party, including, but not limited to infringement of copyright, trademark, or trade secrets; and (3) any claim, suit, penalty, tax, or tariff arising from your use of Internet electronic commerce.

2d. Prices and Payments

All prices appearing on this site are subject to change without notice. All prices are in GBP.

Payments must be made in accordance with the terms detailed on the face of invoices issued by CottamWeb. Price changes in services to existing clients will be announced at least 30 days before they take effect.

2e. Governing Law

The laws of the Isle of Man, without reference to conflict of law provisions, will govern the validity of the Terms, the construction of the Terms and the interpretation of the rights and duties of the parties involved. Unless waived by CottamWeb (which it may do in its sole discretion) the exclusive jurisdiction and venue of any action with respect to the subject matter of the Terms shall be the Isle of Man, and you agree to this waiving any objections on the basis of venue, jurisdiction or inconvenient forum.

2f. Copyright

CottamWeb does not assume any responsibility or liability for the content of the websites it manages, maintains and/or hosts.

2g. Promotions

Promotional offers are not cumulative.

2h. Cancellation and Refunds

Cancellation of any monthly recurring service can occur at anytime. Service is month to month, and there are no contracts. To cancel simply contact me by email at least 7-days prior to the start of the next monthly recurring service period starts.

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

2i. Refusal of Service

CottamWeb reserves the right to refuse service to any individual, website, or blogs that contain offensive, obscene, hateful, malicious content or any other reason.

2j. Acceptance

Please note that by submitting your payment, you are agreeing to the Terms as they are written here. CottamWeb reserves the right to change or update the Terms at any time without prior notice. The user of this site agrees to the Terms on behalf of his or her organization or business. The Terms constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

2k. Search Engines

I do not guarantee any specific position in search engine results for your website. I perform basic search engine optimisation according to current best practice.

2l. Website Performance

I do not guarantee any specific website/page performance. I perform basic website optimisation according to current best practice.

2m. Security

You are responsible for your website security. I do not guarantee any specific website security level, regardless of the chosen security measures and software. You will hold harmless, protect, and defend and indemnify CottamWeb and its subcontractors from any claim, penalty, tax, tariff loss or damage arising from your and your clients' use of your website.

I strongly advise you to invest in professional security software and services.

2n. Privacy

You are responsible for complying with all relevant laws relating to privacy, and to the full extent permitted by law will hold harmless, protect, and defend and indemnify CottamWeb and its subcontractors from any claim, penalty, tax, tariff loss or damage arising from your or your clients' use of your website.

2o. E-Commerce

You are responsible for complying with all relevant laws relating to e-commerce, and to the full extent permitted by law will hold harmless, protect, and defend and indemnify CottamWeb and its subcontractors from any claim, penalty, tax, tariff loss or damage arising from your or your clients' use of Internet electronic commerce.

2p. More Information

Please contact me with any questions regarding the Terms by email at mike@cottamweb.com.