



Scale Squad  
(317) 220-6005  
PO Box 68542  
Indianapolis, IN 46268

## Scale Squad Hosting and Updates Terms and Conditions

We are pleased to provide you with an overview of the comprehensive services encompassed in our website design, development, update, and hosting offerings. Throughout this agreement, "you" refers to the agency partner. Our commitment is to consistently strive to meet your needs and achieve your goals. To ensure clarity and transparency in our partnership, we have outlined key aspects for mutual understanding. Any item not specifically listed could be subject to additional estimates.

### WordPress, Theme & Plugin Updates

- WordPress core, theme, and plugin updates are managed via MainWP and are completed on a weekly basis
- If an update to a premium plugin cannot be completed due to a missing or expired license, it will not be updated until a valid license key is provided by you or your client
- Functionality is double-checked after updates, and errors caused directly by routine updates will be resolved.

### Complimentary Content Updates

- Add new content pages and posts or remove old content - includes work on up to 10 existing pages per month
- Add up to 5 new pages or posts per month
- Add new images or remove old images
- Connect sites to social media pages
- Populate up to 5 pages with SEO specifics per month
- Tasks will be targeted for completion within 5 business days beginning the day after task submission.

NOTE: We do not write content or provide stock images

NOTE: We do not host video on websites, videos will need to be provided via YouTube or similar video hosting platform

NOTE: Tasks requiring more than 4 hours may require a separate estimate or additional time to complete.

### Ecommerce & WooCommerce Setup & Updates

#### Ecommerce Setup Fees:

- Full turnkey Ecommerce setup is \$1,000 (includes complete store configuration, up to 25 products, shipping setup, payment gateway configuration, and end-to-end testing)
- If Ecommerce is added to a site by the agency partner but individual setup tasks are assigned to our team, the following itemized charges apply:
  - o \$250 for adding up to 25 products (each product over 25 is charged at \$5 per product)
  - o \$250 for completing shipping setup
  - o \$250 for payment gateway configuration.

#### Ongoing WooCommerce Support:

- We will add up to 5 new products per month
- We will install and set up standard WooCommerce-related plugins
- WooCommerce premium plugin setup will be charged a minimum fee of \$69
- We will remove discontinued products
- We will assist in resolving WooCommerce operational issues
- Tasks will be targeted for completion within 5 business days beginning the day after task submission.

NOTE: We do not write product copy or supply product images.

NOTE: Tasks requiring more than 4 hours may require a separate estimate.

### Website Design Changes

- Logo change outs
  - Color changes
  - Image or video changes or additions
  - Tasks will be targeted for completion within 5 business days beginning the day after task submission.
- NOTE: Anything that involves a programmer is not included, but can be completed on your behalf. We will review and quote this separately
- NOTE: We do not write content or provide stock images
- NOTE: Tasks requiring more than 4 hours may require a separate estimate or additional time to complete.

#### Website Technical Fixes & Plugin Diagnostics

- Resolve core errors caused by WordPress
- Resolve issues caused by the hosting environment
- Provide basic optimization utilizing caching and image optimization plugins
- Standard plugins will be added upon request
- Premium plugin setup will be charged a minimum fee of \$69
- Developer Technical Fixes & Plugin Diagnostics: Any website technical fix or troubleshooting that involves a developer will be charged a minimum fee of \$69
  - Plugin diagnostics fall under the \$69 minimum charge
  - If the actual work to complete the fix requires additional labor beyond the initial evaluation, the \$69 service fee will be subtracted from the total project estimate.

NOTE: Anything that involves a programmer is not included, but can be completed on your behalf. We will review and quote this separately

NOTE: While we use industry-standard troubleshooting methods, we do not guarantee a resolution for conflicts arising from unmaintained, poorly coded, or abandoned third-party plugins.

NOTE: We reserve the right to deactivate any plugin that is found to be causing critical site instability or security vulnerabilities if a fix is not immediately available.

NOTE: Support does not cover issues arising from plugins that have not been updated by their respective developers within the last 12 months.

NOTE: Tasks requiring more than 4 hours may require a separate estimate or additional time to complete.

#### Website Security & Intrusion Policy

- We utilize advanced security plugins, server hardening settings, and conduct weekly vulnerability scans across our hosting infrastructure
- Intrusion Remediation: In the event of a site intrusion or hack, Scale Squad will resolve and clean the first website hack occurrence per site per calendar year free of charge.
- Secondary Intrusions: Secondary or recurring website hack remediations may incur technical service fees. This applies especially if the intrusion is determined to be the result of a premium plugin left un-updated due to an unprovided or expired license key.

#### Website Support Policy

- Standard support hours are Monday through Friday: 7:00 AM - 8:00 PM Eastern
  - Support request outside of standard hours
    - Add task to TeamWork as High Priority and assign to Project Manager
    - Include the Project Manager as viewers on the task
    - Flag task as high priority
- NOTE: Support outside of standard hours cannot be guaranteed.

#### Website Builds & Hosting

- Fee Structure (starting price)
  - Starter Website: \$250
  - Advanced Website: \$850
  - eCommerce Set-up \$1,000
  - Hosting and Support \$39/month
- Starter Websites
  - Starter websites will be delivered in 8 business days of project submission
- Semi-custom Websites
  - Semi-custom websites will be delivered within 10 business days of project submission.
  - Content will be added to a completed template within 7 business days of submission.
- Custom Website
  - Custom website designs come with unlimited revisions until approved
  - Custom websites will be delivered within 30 business days of an approved design
  - Custom websites include use of available Divi functionality; additional requested programming may incur an additional fee
- Advanced Websites
  - Advanced websites will be delivered in 15 business days of project submission
- Rebuild Staging Sites
  - Staging sites necessary for site rebuilds will be charged a fee of \$315 and will have support available from our team
- Hosting Charges for Development Sites:
  - Free development server hosting for up to six (6) months
  - Hosting charges apply after the initial six-month period
  - A \$375 surcharge applies to website builds not hosted with Scale Squad
  - Notification of transition will be sent one (1) month in advance of charges commencing.

#### Hosting

- High-performance virtual private server infrastructure
- Each site will be backed up daily for 30 days
- An SSL certificate is included for each site
- We use advanced security plugins and security settings and conduct ongoing security scans
- We provide one staging environment for testing and updates prior to launching changes on live sites

- Each website package includes standard plan disc space allocation  
NOTE: Sites larger than 10GB will be charged a fee for additional storage (\$10 for each additional 5GB).

#### Teamwork

- Files attached to archived projects in Teamwork will be kept for up to 6 months past being archived
- Files attached to live projects in Teamwork will be kept for up to 3 months past the launch date of the site  
NOTE: If you request for files to be hosted longer in Teamwork, additional fees may apply.

#### Additional Terms & Conditions

- Anything not explicitly included in this outline is considered out of scope and will require a separate estimate
- The scope of services is based upon Scale Squad's understanding of the scope.
- You agree to provide us with everything that we need to complete the project including text, images, administrative access, login information, and other information as needed, when needed, and in the format we ask for.
- You agree to review our work, provide feedback, and sign-off approval in a timely manner.
- We have the experience and ability to perform the services you need, and we will carry them out in a professional and timely manner. Along the way we will endeavor to meet all deadlines; however, we are not responsible for a missed launch date or deadline if you have been late in supplying information, required materials, or you have not approved or signed off our work in a timely manner.
- We will also maintain the confidentiality of any information you provide us.

#### AI Use Policy

NOTE: We may use AI to generate code, content, or images for the websites we host and support.

#### Copyrights

You guarantee to us any elements of text, graphics, photos, designs, trademarks, or other artwork and/or materials you provide us for inclusion in your product or service are either owned by you, or you have permission to use them. Copyright on work completed by us is automatically assigned as follows:

1. You own the graphics and other visual elements we create for you for this project (if applicable).
2. We will give you a copy of all files and you should store them securely and safely as we are not required to keep them or provide any native source files we used in making them.
3. You also own text content, photographs and other data you provided, unless someone else owns them.

#### Payments

We are a digital company, and just like any other digital company you do business with, our preferred method of payment is automated credit card payments. If you would like to make other payment arrangements, please contact us. Hosting payments not made within 30 days of invoice due dates are subject to suspension.

#### Late Fees

- Late Fee: A late fee of \$10 per month will be charged for any outstanding balance that remains unpaid 30 days after the due date.
- Calculation: The late fee of \$10 per month applies to any account with an outstanding past due balance.
- Exceptions:
  - o Dispute: If a dispute regarding the balance is filed in good faith, the late fee will be waived until the dispute is resolved.
  - o Force Majeure: In the event of a force majeure event (e.g., natural disaster, war, or government action) that significantly impacts the customer's ability to pay, the late fee may be waived or adjusted at the discretion of Scale Squad.
- Collection Actions; if the balance remains unpaid after 30 days of the due date, your websites hosted with us will be suspended until the past due amount is paid. Additionally, we may take additional collection actions, including but not limited to:
  - o Sending additional notices or reminders
  - o Engaging a collection agency
  - o Taking legal action.

#### Cancellations

Hosting services with updates are offered on a month-to-month basis and can be canceled at any time. Cancellations may take up to 5 days to process.

#### Refunds

We do not offer refunds for any product or service. Any fees paid are non-refundable. You may cancel a service prior to the end of the monthly service, but no pro-rated refund will be offered. If we have incorrectly charged you for a product or service you did not request, and we are notified prior to providing those products or services, we will promptly refund your money in full.

#### Fine Print

Although the language in these terms and conditions is simple, the intentions of this document are serious. These terms and conditions stay in place and need not be renewed. If for some reason one part of these terms and conditions becomes invalid or unenforceable, the remaining parts of it shall remain in place. We are not able to guarantee the functions contained in any of our products and services to always be completely error-free, and therefore you agree we will not be held liable to you, or any third party, for damages, including lost profits, lost savings or other incidental, consequential, or special damages arising out of the operation of or inability to use or operate our completed products or services, even if you have advised us of the possibilities of such damages. If any provision of this agreement is determined to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. Please note that these terms & conditions are subject to change without notice.