

GENERAL TERMS & CONDITIONS

Website Development & Hosting Services

1. Website Creation

Think Creative (TC) undertake to:

- a) Build the solution in Word Press for ease of client use.
- b) Produce a series of View Pages to represent the proposed images the client will see. These images will contain examples of client content where provided.
- c) Where TC judge the development of the website to be of sufficient complexity, we will use a Wire Frame approach which provides a skeletal make-up of the website.
- d) Using the deliverables produced either under (b) or (c) TC will require the client to formally sign-off the deliverables as the basis upon which they will proceed to build the website. Any changes post sign-off will be subject to additional charge(s).
- e) TC will confirm the target date for website build completion.
- f) TC will identify the key areas of functionality that the client should test as a minimum, once they have been granted access to the completed website.
- g) Faults, problems or issues arising from the testing phase will be jointly reviewed and assigned to either TC or the client, dependent upon their nature and origin.
- h) Having discharged any responsibilities arising from (g) TC will provide the client with a Checklist to enable them to assure themselves prior to signing off the completion and their adoption of the website. This Checklist is designed as a minimum guide and should be supplemented by the client's approach to assurance. TC will also define the deadline that underpins the minimum assurance process in order to avoid any ambiguity of responsibilities beyond the deadline date.

2. Website Maintenance

Think Creative (TC) undertake to:

- a) Undertake monthly onsite backup of the website, database and plugins to support any update or recovery action required.
- b) Undertake a monthly check of the technical components used by TC in the construction of the site to ensure that the components are at the appropriate vendor support levels. TC will update these as necessary.
- c) Specify good practice in terms of advising the client of areas and aspects of the website they should refrain from amending or updating independently.
- d) Use software to scan the website to identify any attempted hacks.
- e) Application of essential WordPress security updates as required and when appropriate.
- f) Telephone support and site guidance.
- g) Repair of damage caused by hacking.
- h) Rectify areas of functionality that do not perform in accordance with the original development specification and/or the minimum assurance process outlined in 1(h).

In order to avoid any ambiguity regarding Website Maintenance responsibilities, it is important that the following exclusions are understood and appreciated by Think Creative's clients:-

- i) Changes to the website made independently by the client or their agents.
- j) The direct or indirect impact of independent changes to the performance and functionality of the website.
- k) User error and or misuse which impacts the performance and functionality of the website.

In such circumstances TC will endeavour to assist in any problem determination, remedial action or advice, subject to having appropriate resources available. Any resources used in this context would be chargeable to the client and the fee basis agreed prior to engagement.

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3. Website Hosting

Think Creative is primarily a marketing, design and web development business and we strongly recommend that our clients engage an IT Specialist Service Provider for the on-going maintenance of their email service.

Think Creative (TC) undertake to:

- a) **Manage the provision of an appropriate technical and physical environment to both accommodate and enable the operation of the client's website. Although it cannot be guaranteed the provision of this environment is targeted at providing our clients with the optimal availability of their website.**
- b) **The scope of the management and support provided is defined as follows;**
 - i. Troubleshooting and resolution of issues affecting the operation of pre-installed software (e.g. Apache or cPanel/WHM).
 - ii. Upgrade, patching, configuration, and optimization of pre-installed software.
 - iii. Installation of additional modules for pre-installed software (e.g. PHP modules).
 - iv. Installation of additional software components, subject to our sole consideration of technical feasibility, to ensure we can maintain a stable service for you.
 - v. The set-up of a maximum of five email addresses.
 - vi. Provision of a maximum storage of 5GB for email content.
 - vii. Troubleshooting and resolution of server hardware, virtualization platform, and network connectivity issues.
 - viii. Provision of instructions on how to add/set-up new email addresses to clients' phone and devices.
- c) **The following exclusions from the standard offering detailed in a) and b) are available and are subject to an additional charge;**
 - ix. Configuration tasks within the control panel interface (e.g. creating a new mailbox).
- d) **Website software installation and debugging.**
- e) **Monthly security patching updates are scheduled to address known and emerging security threats. In most cases the application of these patches does not require any system downtime.**
- f) **As part of the hosting package, the web site is also backed-up off site on a daily basis using a retention cycle of seven days which determines the maximum point in time that the website can be recovered to.**
- g) **For the avoidance of any doubt, the following activities are deemed to be client responsibilities;**
 - x. Operation of your own personal computer (we will advise email/FTP client settings etc. and try to assist with this where possible, but we cannot support problems with your personal computer).
 - xi. End-user questions/technical support regarding operations to be performed inside optional control panels; you are required to provide first tier technical support and reproduce any reported problems before escalating to TC with clear and precise steps to follow to reproduce the unwanted behaviour.
 - xii. Addition and set-up of new email addresses and their links to clients' phone and devices.
 - xiii. Undertaking regular housekeeping disciplines, such as archive/deletion of old emails, to prevent breaching their maximum storage limit.