



## **MARATOPIA WEB DEVELOPMENT SERVICE LEVELS, TERMS AND CONDITIONS, & FAQs**

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Version: 2019

Thank you for choosing Maratopia Digital Marketing Ltd for your Website Development. So that we start off on the right foot we are giving you some information on what you can expect from us. In this document we will detail the following areas:

- What have I bought?
- What happens next?
- What are the Agreed Service Levels?
- Who do I contact?
- What happens if I am not happy or if I want to cancel?

## What have I bought?

You have contracted us to provide an internet solution; this may be a website, a website design, or other online software development.

Specific services agreed to, are outlined in the proposal / functional definition / Project Story and confirmed on our invoice to you.

## What Happens Next?

The key events, advice and policies are outlined in our terms and conditions that can be found at [www.maratopia.co.uk/terms](http://www.maratopia.co.uk/terms)

Early in the project we will undertake a Kick Off session with you to understand the detail of your requirement so that you can get the best out of us for the duration of this project. This will be done in the form of a meeting or a set of questions which we will ask you to provide an answer.

Any development undertaken will also be completed where appropriate using good Search Engine Optimisation techniques (unless otherwise agreed).

Any training requirements for use of the application will be at our office or via online meeting and when required we will provide you with a manual going forward.

We do recommend that you take out a support and maintenance agreement for your development if you do not already have one with us, especially if the development is business critical.

It is important to maintain momentum and progress with the project, it is therefore vital to the successful outcome of this project that you allocate sufficient time to provide feedback and to develop content with us.

Unless otherwise agreed you are responsible for the supply of images and content, we will work with you to help you, by directing, coaxing and editing the content, but it is important that a first draft comes from you. If you require the services of a copywriter or photographer, this can be arranged at an additional cost.

## **Who do I contact?**

You will be assigned a dedicated project manager who will manage your development and report to you with updates on progress.

You can call the office Monday to Friday between 9am and 5pm to discuss your campaign on 01484 44 33 22. Outside of these hours we have an answering service so that you can leave a message.

## **What to do if I am not happy or if I want to cancel?**

If you are unhappy with the service or campaign your first step should be to address the issue verbally or by e-mail with your project manager, we will do our best to accommodate your concerns, it may necessitate a review meeting where we can analyse the progress and your concerns in more detail.

If you are still not satisfied, you can escalate this to your account manager who will advise you on further escalation points should they be necessary.

As you have agreed for us to produce a completed body of work, we are committed to achieving this work for you, and you are contracted to pay us as agreed.

In extreme cases of hardship, we may agree to reduce the scope of project, however, it is important that the majority of the phases that the web development has to go through may have little to show, until the software development phase is completed, however, you will still be liable for the work completed.

## What are the Agreed Service Levels?

### Purpose:

To provide You with Web based development and design services.

### Your Obligations:

- You must appoint one internal contact person, who will serve as the final decision maker and be authorised to provide timely approval, in writing, for all required sign-off stages.
- The Contact will be available for consultation with the Maratopia Digital Marketing Ltd project team members, as needed, during normal business hours.
- You must provide timely approvals and feedback, failure to do so will result in project delays and may mean that you have to pay for the website before it is completed.
- You must provide us with timely text and image / moving image content, you will receive guidance from our staff, however, failure to provide content on a timely basis will result in project delays and may mean that you have to pay for the website before it is completed.
- FTP Access:
  - If your hosting is not provided by Maratopia Digital Marketing Ltd, you must provide Maratopia Digital Marketing Ltd with full FTP access to your website. Removal of or restriction of access may relieve Maratopia Digital Marketing Ltd of its obligation under this agreement (recommended); or
  - In the event that you cannot or will not provide Maratopia Digital Marketing Ltd with Full FTP access, Maratopia Digital Marketing Ltd will be restricted in our ability to effectively support your website.

### Payment

Payment must be made as agreed in our proposal and as stated on our invoice. Our terms are to help keep the cost of this service down, by avoiding debt collection costs.

### Termination:

- This agreement may not be terminated except by mutual consent, once the project has started and you have given us authority to start, then you are fully committed to make all payments per the agreed schedule, and Maratopia Digital Marketing Ltd is committed to deliver the project to the agreed spec.

## Warranties and Indemnification:

- Your Company represents and warrants that it owns or otherwise has the right to use the provided Content and Graphical Content and that the Content and Graphical Content do not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or legal responsibilities (collectively the "Rights").
- You agree to indemnify, defend and hold Maratopia Digital Marketing Ltd and our affiliates and our officers, directors, owners, agents, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs
  - (including reasonable legal fees) incurred by the Indemnified Parties in connection with any claims by a third party that the Content violates its Rights.
- Maratopia Digital Marketing Ltd does not guarantee any volume of website traffic or any number of leads or phone calls. Maratopia Digital Marketing Ltd works to agreed good practice for programming and for standard SEO good practice.
- If you require additional marketing, SEO or Social Media services please do contact us, it is not reasonable to expect that your website will achieve higher positions on Google than your competitors, if your competitors are spending more than you on Internet marketing.
- Site Release Policy: Once the project "goes live" and is under your control, Maratopia Digital Marketing Ltd is not responsible for the website, its content or its functionality. You assume full responsibility for the site after it goes live.
- Before the website goes live we will carry out standard tests, however, it is your responsibility to satisfy yourself that the site performs as you expect and to the business rules that you have described to us.
- Once the website goes live, it is your responsibility to make sure that you are satisfied and that you report bugs on a timely basis.
- Maratopia Digital Marketing Ltd will fix any bugs that are our fault for a period of no more than 6 weeks after the launch of the website.

## Hack Rectification

Hacking is an unfortunate part of life on the internet. Governments, defence organisations, banks and blue chip companies have all been subject to hacks of varying degrees.

We recommend that you take out a support and maintenance agreement with us so that if we notice a hacking incident we will act as soon as we can to rectify this situation. Please speak with your account manager about the support and maintenance contracts we offer. This may involve fixing the issue or reverting to the last back up.

If you notice or suspect a hack, please contact us by phone immediately; if out of normal office hours please leave a message with our answering service.

If you have extended hours support you will have been notified of an alternative escalation route.

If the remedial work is beyond the scope (purchased maintenance hours), or if you have no support agreement we will notify you to discuss an economic solution.

At all times we will be working for the best resolution to any issues for you.

### **Miscellaneous:**

- **Exclusive Remedy:** If Maratopia Digital Marketing Ltd breaches its obligation(s) under this Service Agreement, Maratopia Digital Marketing Ltd will make commercially reasonable efforts to fulfil its obligations.
- **Force Majeure:** In no way shall Maratopia Digital Marketing Ltd have any liability or be deemed to be in breach of this Agreement for any failure or delay of performance resulting from any government action, fire, flood, or other natural disaster, power failure, riot, embargo, strikes, terrorist act, network failure, changes by Google of its search algorithm or any other changes to Google's functionality, or failures or problems with Your web hosting company which adversely affect the SEO service provided under this agreement.
- **Waiver.** The waiver of any provision of this Agreement by a party shall not constitute a waiver of any other provision or waiver of the same provision at any other time.
- **Entire Agreement:** This agreement constitutes the entire agreement between us and you, and supersedes any prior written agreements and any prior or contemporaneous oral agreements between you and us. Any changes or modifications to this agreement must be done so in writing and signed by both parties.