



Website Maintenance and À La Carte Services – Terms and Conditions

1. Introduction

These Terms and Conditions govern the provision of website maintenance and à la carte services (“Services”) by **RDW Creations Enterprise** (“Provider”) to the client (“Client”). By subscribing to or using any maintenance package or à la carte service, the Client agrees to these terms in full.

2. Scope of Services

The Provider will perform maintenance tasks and one-time services as outlined in the selected package or à la carte option. Services may include, but are not limited to:

- Security monitoring and updates
- Plugin, theme, and core software updates
- Performance optimization analysis and feedback
- Content updates (as per package limits)
- Design related technical support and troubleshooting

Any additional work outside the defined scope will be billed separately at the Provider’s standard hourly rate \$75 hourly.

3. À La Carte Services – One-Time Content Editing

- One-time content editing includes minor text, image, or layout updates as specified by the Client.
- The Client must provide clear instructions and all necessary materials before work begins.
- The Provider will confirm the scope, estimated time, and cost prior to starting the project.
- Once the agreed edits are completed and approved by the Client, the service will be considered fulfilled.
- Additional revisions or requests beyond the approved scope will be billed separately.
- Payment for à la carte services is due in full before work commences.
- Turnaround time will be communicated based on the complexity of the request.
- The Provider is not responsible for the accuracy, legality, or copyright compliance of content supplied by the Client.
- **Cannot be combined with subscription package.**

4. Client Responsibilities

- The Client must provide all necessary access credentials (hosting, CMS, domain, etc.) to enable maintenance or editing.
- The Client is responsible for maintaining valid licenses for any premium plugins, themes, or third-party tools unless otherwise agreed.
- The Client must supply accurate and complete content for updates.
- The Client must promptly communicate any issues, changes, or concerns related to the website.

5. Payment Terms

- Payment is due in advance for all maintenance packages and à la carte services.
- Maintenance packages are billed monthly, quarterly, or annually, depending on the Client's selection.
- Late or missed payments may result in suspension of services until payment is received.
- All payments are non-refundable once work has commenced.

6. Service Limitations

- The Provider is not responsible for issues caused by third-party hosting providers, software conflicts, or unauthorized modifications made by the Client or third parties.
- Emergency support outside normal business hours may incur additional fees.
- The Provider does not guarantee uninterrupted or error-free operation of the website.
- The Provider is not liable for data loss resulting from factors beyond its control, including server failures or third-party service interruptions.

7. Term and Termination

- Either party may terminate a maintenance agreement with 30 days' written notice.
- À la carte services are one-time engagements and terminate automatically upon completion and approval of the work.
- No refunds will be issued for partial months of service or incomplete à la carte projects once work has begun.

8. Liability

- The Provider will not be liable for any indirect, incidental, or consequential damages arising from the use or inability to use the website.
- The Provider's total liability shall not exceed the total amount paid by the Client for the maintenance or à la carte services in the preceding three months.
- The Provider is not responsible for loss of revenue, data, or reputation resulting from website downtime or errors.
- The Provider is not responsible for hosting services, website credentialing, third party apps or additional services not specified in this agreement.

9. Confidentiality

Both parties agree to keep all sensitive information, credentials, and business data confidential and not disclose it to third parties without prior written consent. This obligation remains in effect even after termination of the agreement.

10. Modifications to Terms

The Provider reserves the right to update these Terms and Conditions at any time. Clients will be notified of any significant changes. Continued use of the Services constitutes acceptance of the revised terms.

11. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the jurisdiction in which RDW Creations Enterprise operates. Any disputes arising under these terms shall be subject to the exclusive jurisdiction of the courts in that jurisdiction.

12. Entire Agreement

These Terms and Conditions constitute the entire agreement between the Provider and the Client regarding the Services and supersede any prior agreements, understandings, or representations, whether written or oral.