

Annual Website Subscription

Terms and Conditions

Effective from January 2024.

By accessing the Website Serious Platform, including the website admin console, hosting, and other services, you agree to the following terms and conditions.

- 1. Your annual website subscription plan (**website plan**), including the associated fee, is calculated based on your organisation's individual needs (**your allocated plan**) by reference to (e.g.) the amount of online storage space, bandwidth and additional features (e.g. ecommerce, blogs, online bookings, email campaigns and API connections to other services) that have been identified as essential for the optimal operation of your website and/or digital systems.
- 2. Current features, costs and subscription tiers can be found here.
- 3. By identifying the individual needs of the client, and allocating them to an appropriate plan, Website Serious aims to proactively keep client costs down, however website plans can be scaled at the request of the client if these needs change.
- 4. Following the launch of your website, your first annual website plan is FREE, with the ongoing annual fee (**plan fee**) charged in accordance with your allocated plan, payable on the anniversary of your site's launch date (**website plan renewal date**).
- 5. The plan fee is due no later than 3 business days prior to your website plan renewal date.
- 6. Failure to pay your plan fee by the due date may result in temporary suspension of your website and associated services and benefits.
- 7. Website plans can be scaled up (e.g. if new features are added) to a higher plan at any time on request. Any increase in subscription fees resulting from the scale up will be charged pro-rata until your existing website plan renewal date.
- 8. Website plans can only be scaled down (resulting in a reduction in your annual fees) once annually, with a minimum of 30 days' notice prior to your website plan renewal date.

- Changes to website plans, including fees, features and inclusions may be made at the absolute discretion of Website Serious, no more than once per calendar year.
- 10. If changes to website plans result in increased plan fees, clients affected will be advised by email, and plan fees will be increased on a pro-rata basis, based on the client's next website plan renewal date.
- 11. If plan features and inclusions are changed by Website Serious, clients will be allocated or reallocated to the appropriate new plan to ensure there is no loss of function on their website. Clients will be advised of any such changes in writing, with an opportunity provided for them to negotiate and/or remove or decrease superfluous features or functionality (if applicable) to reduce ongoing costs.
- 12. After the first 12 months, a minimum of 3 months' notice is required, prior to your website plan renewal date, to cancel your website plan (and associated services and benefits) with Website Serious.
- 13. No refunds can be provided for subscription fees already paid.
- 14. Although Website Serious will always aim to retain your business through a positive working relationship, your site can be transferred without loss of functionality to any one of over 10,000 web and marketing firms around the world using a similar proprietary system.
- 15. As a demonstration of good faith, should you choose to transfer your website services to another provider within 12 months of your website launch, your developer will assist with the transfer, free of charge.

Please email <u>support@websiteserious.com.au</u> or phone or SMS <u>0427 920 062</u> for more information about these terms and conditions, or if you are having trouble paying your website plan fee.