



LION
Designers

MIAMI-FOUNDED CREATIVE & DIGITAL STUDIO

WEBSITE CARE PLAN

Service Agreement

WordPress design, maintenance, backups, monitoring,
and support for one covered website.

24-month initial term • Monthly PayPal billing
Email and web-ticket support • One WordPress website

DRAFT FOR ATTORNEY REVIEW

LION DESIGNERS • MIAMI, FLORIDA • INFO@LIONDESIGNERS.COM



WEBSITE CARE PLAN

Service Agreement

WordPress design, maintenance, backups, monitoring, and support for one covered website

Provider	The legal person or entity signing below as Lion Designers
Client	The legal person or entity identified in Schedule 1 and signing below
Covered Site	The one WordPress website identified in Schedule 1
Effective Date	The Activation Date identified in Schedule 1

IMPORTANT RECURRING PAYMENT AND TERM NOTICE

The plan is billed automatically each month through PayPal. The Initial Term is 24 consecutive months. After the Initial Term, the Agreement renews month-to-month until cancelled in writing. If Client ends service before the Initial Term expires, a \$1,000.00 early cancellation charge applies except as stated in Section 10.

Client initials acknowledging this notice: _____

Drafting note: This form should be completed with the parties' legal names and reviewed by Florida counsel before first use. The checkout summary, Order Form, and this Agreement should use matching price, term, renewal, cancellation, and service-scope language.

1. Agreement and Parties

This Website Care Plan Service Agreement (the "Agreement") is between the person or entity signing as Lion Designers ("Lion Designers") and the client identified in Schedule 1 ("Client"). Lion Designers and Client may each be called a "Party" and together the "Parties." This Agreement becomes effective on the Activation Date shown in Schedule 1 after both Parties accept it and the first recurring payment is successfully processed.

The signed Agreement, Schedule 1, the applicable checkout or order confirmation, and any written change order accepted by both Parties form the complete service contract. Routine email and ticket communications may document requests and approvals but do not change pricing, the Initial Term, liability terms, or the early cancellation charge unless both Parties expressly agree in writing.

2. Covered Website and WordPress-Only Requirement

The plan covers one (1) WordPress website—the Covered Site identified in Schedule 1. All included design, maintenance, repair, monitoring, and backup services are limited to the Covered Site and its WordPress installation. A second website, a WordPress multisite network, a staging environment requiring separate ongoing management, or a non-WordPress platform requires a separate written agreement or approved change order.

Lion Designers may use the Covered Site's existing theme, page builder, plugins, hosting tools, or mutually approved replacements. Client understands that third-party systems may impose technical or licensing limits.

3. Included Services

Subject to the boundaries in this Agreement, timely Client cooperation, and the technical condition of the Covered Site, the monthly plan includes the following services:

- **WordPress website design, redesign, or restructuring.** Reasonable page, section, navigation, layout, and visual-structure work performed inside WordPress using standard theme, block editor, page-builder, and plugin configuration. Work may include improving an existing site or building agreed WordPress pages for the Covered Site.
- **Responsive design.** Reasonable adjustments for common desktop, tablet, and mobile widths, using the capabilities of the selected theme, page builder, and plugins.
- **Contact form fixes.** Diagnosis and repair of standard WordPress contact forms, ordinary form-field changes, delivery testing, and basic spam-prevention configuration.
- **Gallery and image placement.** Creation or adjustment of standard galleries and placement of Client-provided, properly licensed images. Image creation, illustration, branding, and substantial retouching are not included.
- **Embedded video.** Embedding Client-provided or Client-authorized video from commonly supported hosting platforms. Video production, editing, captioning, and hosting are not included.
- **Hero and motion sections.** WordPress hero sections and reasonable motion or scroll effects available through the chosen theme, page builder, or standard plugins. Custom animation programming is not included.
- **WordPress maintenance and updates.** Routine maintenance and updates for WordPress core, active themes, and active plugins when valid licenses and compatible releases are available. Lion Designers may defer an update that reasonably appears likely to break the Covered Site.
- **Backups and restoration assistance.** Automated website backups through available hosting or backup tools and reasonable restoration assistance. Backup frequency, retention, and off-site availability may depend on the hosting provider or selected tool.

- **Monthly summary and diagnostics.** A monthly email report summarizing maintenance work, updates, backup or security status, and observed site-health issues that are reasonably available from the installed tools.
- **Security monitoring, malware scanning, and malware cleaning.** Continuous or scheduled automated monitoring and scanning, alerts, and reasonable WordPress-level malware cleanup. “24/7 monitoring” means automated monitoring is intended to operate continuously; it does not mean round-the-clock live staffing, immediate human response, or a guaranteed incident-response time.
- **Spam prevention.** Configuration and reasonable maintenance of standard anti-spam controls for covered WordPress forms and comments. No anti-spam tool can guarantee that every unwanted submission will be blocked.

4. Plan Boundaries and Work Management

This is an ongoing managed-care plan, not an unlimited on-demand development retainer. Included work must fit within the categories in Section 3, be reasonably achievable with standard WordPress configuration, and relate directly to the Covered Site. The plan does not promise a fixed number of design hours, pages, revisions, tasks, or a guaranteed turnaround unless Schedule 1 expressly states otherwise. Lion Designers will prioritize accepted requests based on urgency, dependency, complexity, site risk, and current workflow.

Before starting work that Lion Designers reasonably determines is outside scope, Lion Designers will identify the issue by email or ticket and may offer a separate estimate, project agreement, or change order. Lion Designers will not charge for out-of-scope work without Client’s written approval.

Lion Designers may use professional judgment to select implementation methods, create a backup or staging copy, temporarily disable a conflicting feature, or recommend replacement of unsafe or abandoned software. Material changes that affect content or visible functionality will be communicated through the support channel when reasonably practical.

5. Services Not Included

Unless added by a separate signed agreement or approved change order, the plan does not include:

- **Logo or brand development.** Logo design, naming, brand strategy, brand guidelines, or visual-identity systems.
- **Graphic-design assets.** Creation of illustrations, advertising graphics, social-media graphics, print files, brochures, icons, photography, or video assets.
- **Complex programming or special tasks.** Custom applications, advanced custom code, proprietary software, APIs, database architecture, advanced integrations, custom plugin or theme development, or other nonstandard programming.

- **Heavy development.** Large-scale migrations, enterprise architecture, server administration, recovery of a severely damaged non-WordPress environment, or projects that reasonably require a dedicated development statement of work.
- **E-commerce.** Online stores, WooCommerce or other commerce platforms, product catalogs, carts, checkout, payment gateways, subscriptions, tax, shipping, inventory, marketplace, or order-management functionality.
- **Live calls or meetings.** Telephone support, conference calls, video calls, Google Meet, Zoom, screen-sharing sessions, or in-person meetings. Support is provided only by email and web ticket as stated in Section 6.
- **Third-party costs.** Hosting, domain registration, email service, premium themes, premium plugins, stock media, paid security services, API usage, or other vendor charges unless Schedule 1 expressly says the charge is included.
- **Content and marketing services.** Copywriting, translation, SEO campaigns, paid advertising, social-media management, lead generation, or recurring content entry unless separately ordered.
- **Legal, regulatory, and accessibility advice.** Privacy or cookie compliance, legal terms, industry-specific compliance, or certification of accessibility conformance. Lion Designers may implement Client-supplied language or ordinary accessibility improvements but does not provide legal advice or a compliance guarantee.
- **Anything not expressly included.** A service not stated in Section 3 or Schedule 1 is outside scope unless accepted through a written change order.

6. Support Channels and Service Requests

Client will submit requests only by email to info@liondesigners.com or through the web-ticket address identified in Schedule 1. These written channels create a record of scope, approvals, access instructions, and cancellation notices. Phone calls and online meetings are not included.

A request is not accepted merely because it was submitted. Lion Designers may ask questions, request assets or access, group related requests, or classify a request as included, blocked, or out of scope. Unless Schedule 1 contains a separate service-level commitment, response and completion times are estimates, not guarantees.

Client should label a suspected outage, active compromise, or payment-form failure as "URGENT" in the subject line. This label helps triage the request but does not create a guaranteed response time.

7. Client Responsibilities

Client will:

- **Provide authorized access.** Supply and maintain timely administrative access to WordPress, hosting, DNS, domain, security, backup, analytics, and related accounts reasonably needed for the services.
- **Maintain accounts and licenses.** Keep hosting, domain, email, PayPal, third-party services, and necessary theme or plugin licenses active and paid unless Schedule 1 states otherwise.
- **Supply lawful content and assets.** Provide accurate text, images, video links, credentials, approvals, and instructions, and confirm that Client has all necessary rights, releases, licenses, and permissions.
- **Respond and review.** Answer reasonable questions, review material changes, test requested functionality when asked, and promptly report errors with sufficient detail to reproduce them.
- **Use reasonable security practices.** Use unique passwords, enable multi-factor authentication where available, control user access, and promptly notify Lion Designers of suspected credential loss or unauthorized access.
- **Avoid conflicting changes.** Tell Lion Designers before Client or another vendor performs major updates, migrations, redesigns, server changes, or security remediation that could overlap with plan work.
- **Remain responsible for the business.** Make final decisions about content, claims, pricing, products, privacy, legal compliance, record retention, customer communications, and use of the Covered Site.

Lion Designers is not responsible for delay, additional cost, or damage caused by missing access, invalid licenses, unpaid hosting, inaccurate instructions, unauthorized Client content, conflicting third-party work, or Client's failure to perform these responsibilities.

8. Fees, Promotional Rate, and Recurring Billing

The standard plan fee is \$199.00 USD per month. If a valid promotional coupon is accepted at signup and appears on the order confirmation, the fee is \$129.00 USD per month. The monthly rate shown on the accepted order confirmation is the "Plan Fee" and is locked for the 24-month Initial Term.

Client authorizes Lion Designers and PayPal to charge the Plan Fee automatically each month in advance, beginning on the Activation Date and continuing until the Agreement ends. Client will maintain a valid PayPal billing authorization and current billing information. Taxes imposed on the transaction, if any, may be added when required.

After the Initial Term, the existing Plan Fee continues during the month-to-month renewal unless Lion Designers gives at least 30 days' written notice of a future rate change. Client may cancel before the changed rate takes effect, with no early cancellation charge after the Initial Term.

If a payment fails, Lion Designers may retry the charge and request corrected billing information. After written notice and a reasonable opportunity to cure, Lion Designers may pause non-security work or suspend service until the account is current. Suspension does not extend the Initial Term or waive amounts already due.

9. Term and Month-to-Month Renewal

The initial term is twenty-four (24) consecutive months beginning on the Activation Date (the "Initial Term"). Unless cancelled in accordance with this Agreement, the Agreement automatically continues after the Initial Term on a month-to-month basis. Each monthly renewal is charged at the then-current Plan Fee.

Client may stop the month-to-month renewal at any time by sending written cancellation through an approved support channel. Cancellation is effective at the end of the then-current paid billing period unless the notice requests a later date. No early cancellation charge applies after the Initial Term.

10. Cancellation During the Initial Term

Client may cancel at any time by written notice. If service ends before the Initial Term expires because Client cancels for convenience or because Lion Designers terminates for Client's uncured material breach, Client will pay a one-time early cancellation charge of \$1,000.00 USD. The charge is due when cancellation becomes effective and replaces monthly Plan Fees that otherwise would have become due after the effective cancellation date.

The Parties agree that the early cancellation charge is intended as a reasonable estimate of onboarding effort, discounted or committed pricing, reserved service capacity, and administrative cost, and not as a punishment. Fees already paid for a completed or current billing period are nonrefundable except where required by law.

The early cancellation charge does not apply if: (a) Lion Designers materially breaches this Agreement and does not cure the breach within 15 days after receiving a reasonably detailed written notice from Client; (b) Lion Designers terminates without Client breach; or (c) the Parties sign a written waiver. If a breach cannot reasonably be cured within 15 days, Lion Designers may avoid termination by beginning cure within that period and diligently completing it.

11. Backups, Security, and Incident Limitations

Backups, monitoring, scanning, spam controls, and malware cleanup reduce risk but cannot eliminate it. Lion Designers does not warrant that the Covered Site will be continuously available, error-free, fully recoverable, or free from malware, spam, intrusion, data loss, zero-day vulnerabilities, hosting failures, or third-party attacks.

Lion Designers may quarantine files, disable a compromised plugin or user, restore a backup, or recommend temporary site suspension when reasonably necessary to limit harm. Malware

involving the hosting account, server operating system, email system, third-party application, repeated reinfection source, or a rebuild beyond reasonable WordPress cleanup may require hosting-provider action or a separate project.

Client should maintain any additional backup or archival system required for Client's business, regulatory, or record-retention needs. Unless Schedule 1 expressly says otherwise, Lion Designers does not back up email, local devices, external databases, third-party SaaS platforms, or data stored outside the Covered Site.

12. Third-Party Services and Technical Dependencies

The Covered Site depends on hosting providers, domain registrars, WordPress, themes, plugins, APIs, email services, security vendors, and other third parties. Their terms, availability, pricing, updates, deprecations, compatibility, and security practices are outside Lion Designers' control. Lion Designers may recommend alternatives but cannot guarantee a third party's performance or continued support.

Client authorizes Lion Designers to interact with Client's providers as reasonably necessary, but Client remains the account owner and is responsible for provider fees and contractual obligations unless Schedule 1 states otherwise.

13. Content, Intellectual Property, and Credentials

Client retains ownership of Client-provided content, trademarks, data, and accounts. Client grants Lion Designers a limited license to access, copy, modify, display, and process those materials solely as needed to perform the services.

After Client pays all amounts due, Client owns the original page layouts, written code, and other deliverables that Lion Designers creates specifically for Client under this Agreement, excluding Lion Designers' pre-existing tools, methods, templates, know-how, reusable components, and third-party materials. WordPress, themes, plugins, fonts, stock media, and other licensed components remain subject to their respective licenses.

Each Party will use reasonable care to protect credentials and nonpublic access information received from the other Party. Client should use a password manager or secure invitation method and should revoke obsolete credentials when the Agreement ends.

14. Confidentiality and Data Handling

Each Party will protect the other Party's nonpublic business, technical, access, and customer information using at least reasonable care and will use it only to perform or receive the services. Confidential information does not include information that is public through no breach, already lawfully known, independently developed, or lawfully received without a duty of confidentiality. Disclosure required by law is permitted after reasonable notice when lawful.

Lion Designers may use service providers and automated tools reasonably necessary to provide hosting-related access, backups, monitoring, diagnostics, ticketing, and maintenance. Client remains responsible for determining whether the Covered Site's collection and use of personal information complies with Client's privacy obligations.

15. Limited Service Warranty and Disclaimers

Lion Designers will perform the services in a professional and commercially reasonable manner. If Client gives reasonably detailed notice of a service error within 10 days after the affected work or report is delivered, Lion Designers will use reasonable efforts to correct the covered work. This correction is Client's exclusive remedy for a breach of the foregoing service warranty.

Except for that limited warranty and to the maximum extent permitted by law, the services and deliverables are provided "as is." Lion Designers disclaims implied warranties of merchantability, fitness for a particular purpose, title, noninfringement, and any warranty arising from course of dealing or usage of trade.

Lion Designers does not guarantee search rankings, traffic, sales, leads, conversions, legal compliance, accessibility certification, uptime, compatibility with every browser or device, uninterrupted operation, or any specific business result.

16. Limitation of Liability

To the maximum extent permitted by law, neither Party will be liable to the other for lost profits, lost revenue, loss of goodwill, loss of data, business interruption, replacement-service cost, or any indirect, incidental, special, consequential, exemplary, or punitive damages arising from this Agreement, even if advised that such damages are possible.

To the maximum extent permitted by law, Lion Designers' total aggregate liability arising from or relating to this Agreement will not exceed the Plan Fees actually paid by Client during the six (6) months immediately before the event giving rise to the first claim. This cap does not limit liability that cannot legally be limited, or liability caused by Lion Designers' fraud, gross negligence, or willful misconduct.

Client acknowledges that the Plan Fee and scope reflect this allocation of risk. A claim must be brought within one year after the claiming Party knew or reasonably should have known of the facts giving rise to it, unless a longer period is required by law.

17. Indemnification

Client will defend, indemnify, and hold harmless Lion Designers and its owners, employees, and contractors from third-party claims, damages, penalties, and reasonable costs arising from Client-provided content or instructions; Client's products, services, privacy practices, or business operations; Client's violation of law; or Client's breach of Section 7. Lion Designers will promptly notify Client of a covered claim and reasonably cooperate at Client's expense.

Lion Designers will defend and indemnify Client from a third-party claim that an original deliverable created solely by Lion Designers under this Agreement infringes a United States copyright, excluding claims caused by Client content, Client instructions, third-party materials, modifications not made by Lion Designers, or use outside the Agreement. Lion Designers may modify or replace the affected deliverable or refund the portion of Plan Fees reasonably allocable to it; those remedies are Client's exclusive remedies for such a claim.

18. Suspension and Termination for Cause

Either Party may terminate for the other Party's material breach if the breach is not cured within 15 days after written notice describing it. Lion Designers may suspend access or work immediately when reasonably necessary to protect the Covered Site, other systems, or third parties; comply with law; address abusive or unlawful content; or respond to a security emergency. When practical, Lion Designers will explain the reason and the conditions for restoration.

When the Agreement ends, Lion Designers will stop ongoing services, Client's future recurring charges will stop after the effective cancellation date, and Client will pay all amounts then due, including any applicable early cancellation charge. On reasonable request and subject to account payment, Lion Designers will provide available credentials or a reasonable website backup in Lion Designers' possession. Third-party retention limits may apply.

19. Disputes, Governing Law, and Venue

Before filing a lawsuit, a Party will give the other Party a written description of the dispute and allow at least 15 days for good-faith informal resolution. This requirement does not prevent a Party from seeking urgent injunctive relief or taking action before a legal deadline expires.

Florida law governs this Agreement without regard to conflict-of-law rules. Subject to the preceding informal process, the state and federal courts located in Miami-Dade County, Florida have exclusive jurisdiction, and each Party consents to personal jurisdiction and venue there. Each Party waives trial by jury to the extent the waiver is enforceable.

20. General Terms

- **Independent contractor.** Lion Designers is an independent contractor and not Client's employee, partner, joint venturer, fiduciary, or agent.
- **Notices.** Routine support notices may be sent through the approved email or ticket channel. Formal breach, termination, or cancellation notices must be in writing and sent to the email addresses in Schedule 1. A notice is effective when received; an automated bounce-back means it was not received.
- **Assignment.** Client may not assign this Agreement without Lion Designers' written consent, except with a sale of substantially all of Client's business or assets if the assignee assumes the Agreement. Lion Designers may assign the Agreement to a

successor to its business or use qualified subcontractors while remaining responsible for their covered work.

- **Force majeure.** Neither Party is liable for delay caused by events beyond reasonable control, including widespread internet failure, natural disaster, war, civil disorder, governmental action, labor disruption, provider outage, cyberattack, or utility failure. Payment obligations for services already delivered are not excused.
- **Severability and waiver.** If a provision is unenforceable, it will be modified only as much as necessary and the remaining provisions will continue. Failure to enforce a provision once is not a waiver of later enforcement.
- **Order of precedence.** If documents conflict, the order is: a later signed change order; this signed Agreement; Schedule 1; the accepted order confirmation; and the checkout summary.
- **Entire agreement and amendments.** These documents are the entire agreement about the plan and replace prior proposals or discussions. An amendment must be in writing and accepted by both Parties.
- **Electronic signatures.** Electronic signatures, accepted electronic records, and counterparts are effective as originals. The Parties may sign separate copies that together form one agreement.
- **Survival.** Payment, intellectual-property, confidentiality, disclaimer, limitation, indemnity, dispute, and general provisions that by their nature should survive will continue after termination.

Remainder of page intentionally left blank. Signature page follows.



Signatures

By signing, each person represents that they are authorized to bind the identified Party. Client specifically acknowledges the recurring PayPal billing, 24-month Initial Term, month-to-month renewal, email/ticket-only support, service exclusions, and \$1,000.00 early cancellation charge described in this Agreement.

LION DESIGNERS

Legal name:

Entity type/state:

By:

Printed name:

Title:

Signature:

Date:

CLIENT

Legal name:

Entity type/state:

By:

Printed name:

Title:

Signature:

Date:



Schedule 1 — Plan Details

Complete this Schedule before signature. If the accepted PayPal or checkout confirmation contains the same information, attach it to this Agreement and identify it below.

Client legal name	
Client notice email	
Covered Site URL	
Activation Date	
Initial Term	24 consecutive months from the Activation Date
Monthly Plan Fee	☐ \$199.00 USD ☐ \$129.00 USD with accepted promotional coupon
Promotional coupon / order no.	
Billing method	Automatic recurring PayPal payment, monthly in advance
Support email	info@liondesigners.com
Web-ticket address	

Schedule 2 — Included and Excluded Service Matrix

This matrix is a quick reference only. The complete scope, boundaries, exclusions, and conditions in the Agreement control.

Service	Plan status	Boundary
WordPress design / redesign / restructure	Included	One Covered Site; standard WordPress configuration; no unlimited hours or heavy development
Responsive layouts	Included	Common desktop, tablet, and mobile widths within theme/builder capability
Contact form fixes	Included	Standard forms and basic delivery/spam controls; no advanced custom workflow or CRM build
Galleries and image placement	Included	Client-provided licensed assets; no creation of graphic assets
Video embedding	Included	Client-provided/authorized video; no production, editing, captioning, or hosting
Hero and motion sections	Included	Builder/theme/plugin effects; no custom animation programming
Core, theme, and plugin maintenance	Included	Compatible updates with valid licenses; risky updates may be deferred
Monthly summary and diagnostics	Included	Email report based on available tools and observed site health
Backups	Included	Frequency/retention depend on hosting or backup tool; WordPress site only
24/7 security monitoring	Included	Automated continuous/scheduled monitoring; not round-the-clock human support
Malware cleaning and spam prevention	Included	Reasonable WordPress-level remediation and standard controls; no guarantee of prevention
Logo, branding guidelines, or graphic assets	Not included	Separate creative-services agreement required
Complex programming, special tasks, heavy development	Not included	Separate scope and written approval required
E-commerce sites or functionality	Not included	Includes stores, carts, checkout, payment, subscription, tax, shipping, and inventory features
Phone calls or online meetings	Not included	Support is limited to email and web ticket