

TERMS OF SERVICE

MEMORIAL WEBPAGES & WEBSITES

1. GENERAL AGREEMENT

1.1 Parties

These Terms of Service apply to the purchase of Memorial Website services by you (**the Client or you**).

We are Samantha Bentley trading as **The Meaningful Moments Hub** (TMMH) with email address admin@meaningfulmomentshub.co.uk; (the **Supplier or us or we**).

1.2 Acceptance

By clicking the "I Accept" button or by submitting an Order on the Website, you agree to be bound by these Terms of Service. You must be at least 18 years old and legally eligible to enter into a contract to purchase our Services.

1.3 Definitions

- **Website:** Our website, meaningfulmomentshub.co.uk.
- **Order:** The Client's instruction to purchase a specific service package submitted via the Website.
- **Contract:** The legally-binding agreement between you and us for the supply of the Services.
- **Services:** The design, setup and support services for memorial websites, as detailed in the purchased package.
- **Wix Studio:** The third-party platform (operated by Wix) used by us to design and host all memorial websites.

2. SERVICE PACKAGES AND DELIVERABLES

The description of the Services for each package is as set out on the Website. We reserve the right to make minor changes to the Services necessary to comply with applicable law or safety requirements.

2.1 Tier 1: The Essential Tribute (3-Month Free Trial)

- a. **Hosting and Ownership:** This package is provided as a **free 3-month trial** and is hosted on a sub-directory of **TMMH's primary Wix website**. The underlying website, domain and all

- associated technical rights remain the **sole property of TMMH**.
- b. **Content Scope:** Limited to the agreed-upon single-page template, one portrait photo, 3-photo gallery, short message, memory or quote and short obituary text.
 - c. **Trial Term:** The service is granted for a maximum non-renewable period of **3-months (90 days), commencing from the site's launch date**.
 - d. **Maintenance: No content updates, maintenance or technical support** are included. The tribute is delivered "as is".
 - e. **Automatic Conversion and Billing: Unless the Client actively cancels the subscription** via the Account Management Portal before the **3-month trial** period expires, the service will **automatically convert** to the recurring **Tribute Hosting subscription** on the first day following the trial expiry.
The recurring fee is **£4.99/month** or **£49/per year**. By agreeing to these Terms, the Client **authorises TMMH to automatically charge** this fee to the payment method provided at the time of the initial Order.
 - f. **Post-Trial Options:** Prior to the automatic conversion date, the Clients options are:
 - I. **Cancel and Delete (Opt-Out):** The Client must actively cancel the subscription to stop the automatic charge. The tribute will be immediately unpublished and permanently deleted upon cancellation.
 - II. **Paid Continuation (Tribute Hosting):** The service continues automatically. The fee guarantees the site's continued hosting, security and technical maintenance under TMMH ownership, but **excludes all content updates or changes**.
 - III. **Upgrade:** The Client may choose to upgrade to a **Tier 2 or Tier 3** package before the conversion, which will then be governed by the respective terms of that package.
 - g. **Deletion Default:** If the automatic payment attempt fails, the website's public visibility will be suspended. If the outstanding payment is not rectified with **30 days** of the expiry date, TMMH reserves the right to permanently delete the memorial website and all associated content without further recourse.

2.2 Tier 2: The Loving Memory

- a. **Hosting and Ownership:** The site is hosted on a **TMMH-managed subdomain** (e.g., themeaningfulmomentshub.wixstudio.com/deceased-name) on TMMH's Wix account. The domain, subdomain and underlying Wix plan remain the **sole property of TMMH**.
- b. **Deliverables:** Includes the design and setup of **3-4 dynamic pages** based on TMMH's templates, a limited photo gallery and a functional guestbook feature.
- c. **Term:** The one-time setup fee covers the initial design and the first **3 months of hosting** under TMMH's account. Subsequent hosting is covered by the subscription maintenance fee (see Section 4).

2.3 Tier 3: The Digital Legacy (Premium)

- a. **Hosting and Ownership:** The Client is required to purchase their own **Wix Premium Plan (Core or Business)** and register a **custom domain name**. The Wix site and custom domain are legally owned by the Client, with TMMH having contributor access only.
- b. **Deliverables:** Includes the full design and setup of up to **7 custom pages**, full content implementation and all requested features, limited only by the Client's Wix plan.
- c. **Design Fee:** The one-time fee covers TMMH's service for design, build and content implementation up to the final launch.
- d. **Wix Charges:** **TMMH is not responsible** for any fees related to the Client's Wix plan, domain registration, renewal charges or any paid Wix applications. These costs are paid **directly by the Client to Wix** or the relevant third-party provider.

3. OPTIONAL ADD-ON SERVICES AND FEES

The following services may be purchased by the Client in addition to the standard package fee. Payment for all add-ons is required upfront before work commences.

3.1. Content Customisation Add-Ons

These services relate to the preparation and structure of the memorial content.

3.1.1. Extra Page Design

The Client may purchase additional page designs beyond the limits of their chosen package (e.g., Tier 2's 4-page limit). This is a **one-time fee per page** and covers the design, content implementation and integration of the new page into the website's navigation.

3.1.2. Premium Photo Curation

The Client may pay a **one-time fee** for TMMH to professionally review, select, optimise, categorise and tag a large volume of unsorted images (e.g., 500+) for web presentation. This service is limited to the visual integrity and sorting of the images.

3.1.3. Obituary/Eulogy Review

The Client may pay a **one-time fee** for a professional review and light editing of the provided obituary or eulogy text, focusing on clarity, tone and grammatical accuracy. TMMH makes no guarantee regarding the emotional or personal content of the text.

3.2 Hosting and Ownership Upgrades

These services relate to upgrading the technical hosting or transferring the site's legal ownership.

3.2.1. Custom Domain Upgrade (Tier 2 only)

A **one-time setup fee** may be paid to connect a client-purchased custom domain to a **Tier 2: The Loving Memory** website. The Client is **solely responsible** for purchasing and renewing the custom domain from a third-party registrar and providing TMMH with the necessary connection details. The underlying Wix hosting plan remains the property of TMMH.

3.2.2. Website Migration/Release Fee

This **one-time fee** is required if a **Tier 2: The Loving Memory** or a **Tier 3: The Digital Legacy** Client requests **full ownership transfer** of the memorial website out of TMMH's Wix account. Payment of this fee covers the administrative and technical time required to transfer the site and release control. The Client must concurrently set up and pay for their own independent Wix account and Premium Plan to complete the transfer. Payment of this fee voids any ongoing **Maintenance Subscriptions** with TMMH.

4. PAYMENTS, FEES AND REFUNDS

4.1 Fees

The one-time design/setup fee for Tiers 2 and 3, as described on the Website, is payable upfront via the **Wix Pricing Plan** feature on our site.

4.2 Wix and Third-Party Costs

For **Tier 3 (The Digital Legacy)**, the **Client is solely responsible** for all third-party costs, including,

but not limited to, Wix plan fees, domain renewal fees and any paid Wix apps required for functionality.

4.3 Refunds and Cancellation

Tier 1 Free Trial Period: The **Tier 1 Essential Tribute** is provided free of charge for the initial 3 months; **no monetary refunds apply** during this free trial period.

Tier 1 Post-Trial Refund: Upon conversion to the **Tribute Hosting** subscription, the fee is non-refundable. However, if the Client cancels the subscription within **7 days** of the first post-trial billing date, a full refund of that initial charge will be granted, and the site will be immediately unpublished and deleted. No refunds are granted after this 7-day grace period.

Cancellation of Design Service (Tier 2 & 3): No refund of the one-time design/setup fee will be issued once the Client has submitted their memorial content, as design work is deemed to have commenced.

Cancellation of Live Memorial Site (All Tiers): You may cancel a live memorial site at any time by logging into your account on the website and cancelling your plan under the **My Subscription** section. Once cancelled, your memorial page/website will be **unpublished and removed from our website within 7 days**.

Data Deletion: Personal data and content submitted will be securely stored for up to **90 days** following cancellation, after which it will be permanently deleted unless otherwise requested in writing.

5. MAINTENANCE SUBSCRIPTIONS

This section governs the optional recurring services offered for Tiers 2 and 3.

5.1 Service Scope

The limits of the **Annual Care Package** (£75/year) and the **Peace of Mind Plan** (£25/month) are strictly defined by the maximum hours of work detailed on the Website (e.g., 1 hour per year/quarter). This time covers minor content updates, link checks and maintenance.

5.2 Automatic Renewal

All maintenance plans are **subscription-based** and are set to **automatically renew**. Your saved payment method will be charged monthly or annually unless the plan is explicitly cancelled by you before the renewal date.

5.3 Cancellation

You may cancel a maintenance subscription at any time by logging into your account on the website and cancelling your plan under the **My Subscription** section.

6. CLIENT RESPONSIBILITIES AND CONTENT

6.1 Content Submission

You agree to Submit all required content (text, images, media) via the provided form or email in a timely manner. Delays caused by incomplete submissions or late responses are not the responsibility of TMMH and may extend the turnaround time.

6.2 Content Guidelines and Ownership

You confirm that all information and images you provide are **accurate, respectful, and legally permissible** for publication.

TMMH reserves the right to reject, edit or remove content that is defamatory, discriminatory, offensive, breaches intellectual property rights or otherwise violates data protection or privacy laws.

You retain ownership of all submitted **content, text and photos**.

6.3 TMMH Intellectual Property

TMMH retains ownership of the **underlying website design, code and template structure** (for Tiers 1 and 2). For Tier 3, TMMH retains the copyright on the design assets created.

7. LIABILITY AND LEGAL JURISDICTION

7.1 Limitation of Liability

TMMH is not liable for outages, hosting interruptions, or third-party service failures (e.g., Wix hosting downtime). We do not accept responsibility for loss of content due to expired Client hosting plans (Tier 3) or technical issues outside our reasonable control.

7.2 Legal Jurisdiction

These terms are governed by the laws of **England and Wales**. Any disputes shall be handled exclusively by the courts of England and Wales. Services are offered to UK residents only.

By submitting content and proceeding with this service, you confirm that you have read, understood, and agreed to these terms.

Date: 1st April 2026