



Service Level Agreement

Version v1.2

Zuver Pty Ltd

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www.zuver.net.au

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1. Definitions

- 1.1. "CloudLinux" means server-side software that monitors resources to ensure operation within set limits.
- 1.2. "Custom cPanel" refers to any cPanel based plan that allows the user to adjust disk space, CPU, and memory as advertised on zuver.net.au
- 1.3. "Customer" means the person or entity who ordered services provided by Zuver.
- 1.4. "Customer Service" means the relationship between Zuver staff and the Customer, with the purpose of assisting the Customer with a question they have asked.
- 1.5. "Monthly Downtime" is calculated over a 31 day month.
- 1.6. "myZuver" refers to Zuver's customer account, billing and management portal, available online at <https://my.zuver.net.au>.
- 1.7. "Plesk WordPress" refers to Smart, Smarter and Smartest Plesk-based website hosting plans advertised on <https://zuver.net.au>.
- 1.8. "Service", "Service(s)" or "Services" means any product(s) or service(s) the Customer has signed up to use. This can include, but is not limited to, any Legacy Services, the provisioning of space on one of our servers and a connection to and from the internet for web, email hosting and/or FTP services to function at the level specified in the chosen service level, domain name registration or transfer or renewal, SSL, VPS and SMS services. These product(s) and service(s) are identified in full within the "sign up" and "service provision" emails Zuver has sent after the Customer requests the service. The specific details of the Services can be found by logging in to myZuver or on our website
- 1.9. "SLA" means Service Level Agreement (this agreement).
- 1.10. "Ticket" refers to a secure electronic message sent by the Customer to Zuver via myZuver for assistance or for any questions they may have with any Service(s).
- 1.11. "Website Availability" means the percentage of time in a calendar month that the Service was available for access by third parties by HTTP (port 80) and/or HTTPS (port 443), as determined by Zuver's internal and external monitoring.
- 1.12. "Zuver" means Zuver Pty Ltd.

2. Our Goal

- 2.1. Zuver's goal is to achieve 100% website availability across all Service(s), and for all Customers.
- 2.2. Zuver maintains a fully redundant network, utilises enterprise grade Dell hardware, RAID disk mirroring and a variety of other technical implementations to achieve uptime goals.

3. Remedy

- 3.1. Pursuant to Section 4 and 5 below, Zuver will issue an account credit to the Customer's myZuver account if the website availability of the Service is less than 100%, based on the following:
 - a. For active 'Web Hosting', 'Web Hosting with Power Pack', 'Multi Hosting' and 'Multi Hosting with Power Pack' Service(s)

Website Availability	Monthly Downtime	Credit Percentage
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100% to 99.5%	Up to 3 hours 43 minutes	0%
99.5% to 98%	Between 3 hours 44 minutes and 14 hours and 52 minutes	15%
98% to 95%	Between 14 hours and 53 minutes and 37 hours and 12 minutes	30%
95% to 90%	Between 37 hours and 13 minutes and 74 hours and 24 minutes	65%
Less than 90%	More than 74 hours 25 minutes	100%

b. For active 'Plesk WordPress' and 'Custom cPanel' shared web hosting Service(s)

Website Availability	Monthly Downtime	Credit Percentage
100% to 99.9%	Up to 44 minutes	0%
99.9% to 98%	Between 44 minutes and 14 hours and 52 minutes	15%
98% to 95%	Between 14 hours and 53 minutes and 37 hours and 12 minutes	30%
95% to 90%	Between 37 hours and 13 minutes and 74 hours and 24 minutes	65%
Less than 90%	More than 74 hours 25 minutes	100%

c. Unless specified, all other Service(s) do not offer any credit percentage for website availability that is less than 100%.

- 3.2. The credit amount will be calculated on the monthly Service fee, minus any discounts which have been applied.
- 3.3. The Customer will be notified by Zuver by email in the event of a credit being available, which must be then claimed by the Customer using the *SLA Claim* option inside myZuver.

4. Exceptions

- 4.1. The Customer will not be entitled to any remedy under this SLA if the website availability is reduced or impaired due to any exception named in this section of the agreement.
- 4.2. Circumstances beyond Zuver's reasonable control, including but not limited to, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, Denial of Service attacks, or failure of third party software (including but not limited to cPanel, Installatron, R1Soft, Acronis, RVSiteBuilder, myZuver, eCommerce software, payment gateways, statistics or free scripts).
- 4.3. Scheduled maintenance or upgrades, including emergency maintenance or upgrades pursuant to Section 5 of this agreement.
- 4.4. DNS propagation issues outside the direct control of Zuver.
- 4.5. Issues with FTP, POP3, IMAP, SMTP, SSH, cPanel or Webmail.
- 4.6. SLA breaches reported by third party monitoring services belonging to or engaged by the Customer.
- 4.7. Customer's acts or omissions (or acts or omissions of others engaged or authorised by customer), including but not limited to, custom scripting or coding (CGI, Perl, HTML, PHP, etc), any negligence, wilful misconduct, or use of the Service in breach of Zuver's Terms of Service and Acceptable Use Policy.
- 4.8. CloudLinux making the Service unavailable due to excessive resource consumption.
- 4.9. Email or webmail delivery and transmission.

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- 4.10. Outages elsewhere on the Internet, DNS caching, browser caching, or any other reason that hinders access to the Service while others can still access it.

5. Maintenance

- 5.1. Zuver will perform scheduled maintenance at a time which is deemed suitable by Zuver, and should it require any Service(s) to be offline for greater than thirty (30) minutes, Zuver will post details of the scheduled maintenance at least two (2) days prior. These periods are not included in the website availability calculations.
- 5.2. Unscheduled maintenance will be performed as required by Zuver, and should any Service(s) be offline for greater than thirty (30) minutes, Zuver will post details of the maintenance and any updates until it has been completed. These periods are not included in the website availability calculations.

6. Acceptance

- 6.1. The Customer signified acceptance of this Service Level Agreement, as well as our Terms of Service, Customer Service Policy, Acceptable Use Policy, Privacy Policy and any applicable Registrant Agreement, when they submitted their order to Zuver for Services, and that order was accepted.

7. Changes

- 7.1. Zuver may amend our Service Level Agreement at any time. Changes to this agreement will become effective upon their publication to our website.
- 7.2. Continued use of the Service(s) constitutes acceptance of the amended terms. If you do not wish to accept the amended terms, you may request cancellation of your Service(s) in-line with our cancellation policy found within our Terms of Service.

If you have any questions about this agreement please contact our Customer Care team via email at customercare@zuver.net.au

DOCUMENT CHANGE HISTORY

Date	Description of Change	Version
29-01-2019	› Rename of Plesk based products to 'Plesk WordPress' with further clarification added to the definition	1.2
15-01-2019	› Addition of 'Smarter WordPress' and 'Custom cPanel' hosting services	1.1
28-10-2017	› Creation of Service Level Agreement document	1.0