

# Southern Obsession Service Level Agreement

## 1. Definitions

- 1.1. "CloudLinux" means serverside software that monitors resources to ensure operation within set limits.
- 1.2. "Customer" means the person or entity who ordered services provided by Southern Obsession.
- 1.3. "Customer Service" means the relationship between Southern Obsession staff and the Customer, with the purpose of assisting the Customer with a question they have asked.
- 1.4. "eTicket" refers to a secure electronic message sent by the Customer to Southern Obsession via The Client Area for assistance or for any questions they may have with any Service(s).
- 1.5. "Monthly Downtime" is calculated over a Calendar month.
- 1.6. "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, 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 Southern Obsession has sent after the Customer requests the service. The specific details of the Services can be found by logging in to The Client Area or on our website.
- 1.7. "SLA" means Service Level Agreement (this agreement).
- 1.8. "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 Southern Obsession's internal and external monitoring.
- 1.9. "Southern Obsession" means Southern Obsession ABN 27 788 598 893
- 1.10. "The Client Area" refers to Southern Obsession's customer account, billing and management portal, available online at <https://southernobsession.net.au/clientarea.php> .

## 2. Our Goal

- 2.1. Southern Obsession's goal is to achieve 100% website availability across all Service(s), and for all Customers.
- 2.2. Southern Obsession maintains a fully redundant network, utilities 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, Southern Obsession will issue an account credit to the Customer's The Client Area account if the website availability of the Service is less than 100%, based on the following:

- a. For active web hosting Service(s)

100% to 99.5% Up to 3 hours 43 minutes 0%

99.5% to 98% Between 3 hours 44 minutes and 14 hours 52 minutes 15%

98% to 95% Between 14 hours 53 minutes and 37 hours 12 minutes 30%

95% to 90% Between 37 hours 13 minutes and 74 hours 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 Southern Obsession by email in the event of a credit being

available, which will be applied to your account as a credit and can be viewed inside The Client Area.

#### **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 Southern Obsession'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, RVSiteBuilder, The Client Area, 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 Southern Obsession.
- 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 Southern Obsession'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.
- 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. Southern Obsession will perform scheduled maintenance at a time which is deemed suitable by Southern Obsession, and should it require any Service(s) to be offline for greater than thirty (30) minutes, Southern Obsession 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 Southern Obsession, and should any Service(s) be offline for greater than thirty (30) minutes, Southern Obsession 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 Southern Obsession for Services, and that order was accepted.

#### **7. Changes**

- 7.1. Southern Obsession 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 Services) inline With our cancellation policy found within our Terms of Service.