Service Level Agreement (SLA)

1. Definitions

1.1. "CloudLinux" means server-side software that monitors resources to ensure operation within set limits.

1.2. "Customer" means the person or entity who ordered services provided by Perth Web Hosting.

1.3. "Customer Service" means the relationship between Perth Web Hosting staff and the Customer, with the purpose of assisting the Customer with a question they have asked.

1.4. "Legacy Service" or "Legacy Service(s)" means any Basic or other Service added from time-to-time that is not currently offered for purchase by new and/or existing Customers through any of Perth Web Hosting's Service procurement channels.

 1.5. "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 and VPS services. These product(s) and service(s) are identified in full within the "sign up" and "service provision" emails Perth Web Hosting has sent after the Customer requests the service. The specific details of the Services can be found by logging in to MyToolbox or on our website. The specific details of any Legacy Services can be also found by logging in to MyToolbox.

1.6. "SLA" means Service Level Agreement (this agreement).

1.7. "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 Perth Web Hosting's internal and external monitoring.

1.8. "Perth Web Hosting" means Perth Web Hosting.

1.9. "MyToolbox" refers to Perth Web Hosting's customer account, billing and management portal, available online at https://clients.perthwebhosting.net.au.

2. Our Goal

2.1. Perth Web Hosting's goal is to achieve 100% website availability across all Service(s), and for all Customers.

2.2. Perth Web Hosting maintains a fully redundant network, utilities enterprise grade IBM 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, Perth Web Hosting will issue an account credit to the Customer's MyToolbox account if the website availability of the Service is less than 100%, based on the following:

a. For all shared web hosting Service(s) Website Availability

Website Availability	Monthly Downtime	Credit Percentage
100% to 99.90%	Up to 44 minutes	0%
99.9% to 98%	Between 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 then 90%	More than 74 hours 25 minutes	100%

b. 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, addons or licenses which have been applied.

3.3. The Customer will be notified by Perth Web Hosting by email in the event of a credit being available, which must be then claimed by the Customer by sending us an email or logging an account enquiry via MyToolbox and submitting a claim request to us.

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 Perth Web Hosting'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, Softaclous, R1Soft, MyToolbox, 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 Perth Web Hosting.

4.5. Issues with FTP, POP3, IMAP, SMTP, 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 Perth Web Hosting'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. Perth Web Hosting will perform scheduled maintenance at a time which is deemed suitable by Perth Web Hosting, and should it require any Service(s) to be offline for greater than thirty (30) minutes, Perth Web Hosting 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 Perth Web Hosting , and should any Service(s) be offline for greater than thirty (30) minutes, Perth Web Hosting 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 Perth Web Hosting for Services, and that order was accepted.

7. Changes

7.1. Perth Web Hosting 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.