Zeniar
Perth, Western Australia, Australia
ABN 57295582608

Service Level Agreement (SLA)

This Service Level Agreement (SLA) is entered into by and between Zeniar, hereinafter referred to as "Service Provider," and the customer subscribing to Zeniar's web hosting services, hereinafter referred to as "Customer."

Definitions

For the purposes of this SLA, the following definitions apply: **"Downtime"** means a period during which the Customer's hosted website or application is completely inaccessible via HTTP or HTTPS due to a failure of Zeniar's hosting infrastructure, as verified by Zeniar's monitoring systems. Partial degradation of performance, slow response times, issues affecting only specific features or applications, or unavailability caused by factors outside Zeniar's direct control do not constitute Downtime for the purposes of this SLA.

"Scheduled Maintenance" means any planned interruption to services for which Zeniar has provided at least 7 days' advance notice to the Customer, except where the maintenance is required in response to circumstances outside Zeniar's reasonable control, in which case as much notice as is practicable will be given.

"Unscheduled Downtime" means any Downtime that does not qualify as Scheduled Maintenance.

Service Uptime Commitment

Zeniar is committed to providing a service uptime of 99.99% over any rolling 12-month period. Service uptime is defined as the accessibility of Zeniar's web hosting services, excluding Scheduled Maintenance.

Service Credits

In the event of Unscheduled Downtime resulting in service uptime falling below 99.99%, Zeniar will issue service credits to the affected Customer. For every one (1) hour of Downtime, the Customer's account will be credited with one (1) week's worth of the active hosting subscription fee paid by the Customer.

Credits are based solely on the hosting subscription price and exclude any additional charges related to add-ons, domain subscriptions, or any other third-party extensions. No credit will be given for inactive websites or subscriptions.

Credit Cap: Total service credits issued in any single calendar month shall not exceed the equivalent of one (1) full month's hosting subscription fee for that Customer's active plan. Credits are applied as account credit against future invoices and have no cash value.

Credit Claim Process: Service credits are not issued automatically. To claim a service credit, the Customer must submit a written request to support@zeniar.com within 30 days of the Downtime event. The request must include the approximate date and time of the outage and a description of the impact experienced. Zeniar will review the claim against monitoring records and, if approved, apply the credit to the Customer's account within 14 days of approval.

Scheduled Maintenance

Zeniar will endeavour to provide Customers with at least 7 days' advance notice of any Scheduled Maintenance that is expected to result in service interruption. Notice will be provided via email to the address registered onthe Customer's account and, where practicable, via a notice in the Zeniar Portal. Where the maintenance is necessitated by circumstances outside Zeniar's reasonable control, Zeniar will provide as much notice as is practicable in the circumstances.

Emergency maintenance required to address a critical security vulnerability or imminent infrastructure risk may be carried out with shorter notice where necessary. Zeniar will make reasonable efforts to minimise the duration and customer impact of any such emergency work.

Customer Responsibilities

Customers are responsible for maintaining redundant solutions to mitigate potential risks and damages to their websites or businesses hosted with Zeniar. Zeniar is not and cannot be held responsible for any direct or indirect damages, including but not limited to loss of data, revenue, or business interruption.

Exclusions from SLA

The following events are excluded from the calculation of service uptime and service credits:

- Scheduled Maintenance windows, for which Customers will be notified at least 7 days in advance where possible.
- Downtime caused by factors beyond Zeniar's reasonable control, including but not limited to acts of nature, war, terrorism, and government regulations.
- Downtime caused by the Customer's actions, such as misuse of resources, violation of Zeniar's Acceptable Use Policy, or any other breach of the agreement.
- Downtime resulting from third-party software, plugins, scripts, or web applications installed by the Customer.
- Downtime affecting only specific features or applications on a Customer's account where the underlying hosting infrastructure remains accessible.

SLA Monitoring and Reporting

Service uptime is monitored through automated external monitoring systems that perform regular availability checks from multiple locations. The results of these monitoring systems constitute the definitive record of service uptime for the purposes of this SLA. Customers may request uptime reports at any time by contacting support@zeniar.com.

Any discrepancies in uptime reports should be reported to Zeniar within 30 days of receiving the report. Disputes raised after this period may not be considered.

Amendments to SLA

Zeniar reserves the right to modify this SLA at any time. Customers will be notified of any changes via email, and continued use of Zeniar's services after notification will constitute acceptance of the revised SLA.

Relationship with Terms of Service (ToS)

This Service Level Agreement (SLA) is an additional component and supplements the Terms of Service (ToS) agreed upon by the Customer and Zeniar. The provisions of this SLA are to be read in conjunction with the Terms of Service. In the event of any inconsistencies between this SLA and the Terms of Service, the terms of this SLA shall prevail solely with respect to the service uptime commitment and associated service credits. The rest of the contractual relationship between the Customer and Zeniar is governed by the Terms of Service.

By subscribing to Zeniar's web hosting services, the Customer acknowledges understanding and acceptance of both the Terms of Service and this Service Level Agreement.

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