

# TERMINOLOGY

This table defines any additional terminology and acronyms used in this document.

Table 1: Terminology and Acronyms

Term	Definition
FTP	File Transfer Protocol
SSL	Secure Socket Layer
SLA	Service Level Agreement
VPS	Virtual Private Server
URL	Uniform Resource Locator
ISP	Internet Service Provider

## Definitions

1.1. "Click Host" means Click Host Pty Ltd (ACN: 653 046 014) of New South Wales, Australia.

1.2. "Service", "Service(s)" or "Services" means any product(s) or service(s) the Customer has ordered for 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 and FTP services to function at the level specified in the chosen service level, domain name registration or transfer or renewal and SSL services. These product(s)

and service(s) are identified in full within the “sign up” and “service provision” emails Click Host has sent after your request for service. The specific details of the Services can be found by logging in to the dashboard or on our website.

1.3. “Dashboard” refers to Click Host’s customer account, billing and management portal, available online at <https://clickhost.com.au/manage>

1.4. “Customer” means the person, persons or entity who ordered our services.

1.5. “SLA” means Service Level Agreement.

1.6. “Web Site Availability” means the percentage of time over one (1) calendar month that the service was available and accessible to the public Internet.

1.7. “Monthly Downtime” is calculated over a 31 day month.

## **Acceptance**

2.1. The Customer signified acceptance of the Acceptable Use Policy, as well as our Terms of Service, Privacy Policy, Customer Service Policy and any applicable Registrant Agreement, when they submitted their order to Click Host for Services, and that order was accepted.

# Objective

3.1. Click Host strives to achieve 100% Uptime and Web Site Availability for all customers.

3.2 Click Host utilises high-end, enterprise grade hardware and a multi-homed network for the purposes of ensuring customer satisfaction and high levels of Web Site Availability to assist with achieving this objective.

# Remedy

4.1. As per the Click Host website, the SLA's outlined below are as follows:

a. All cPanel Web Hosting Services – 99.9%

Web Site Availability	Monthly Downtime	Account Credit Percentage
100% to 99.9%	Up to 44 mins	0%
99.9% to 98%	Between 44 mins and 14 hours 52 mins	15%
98% to 95%	Between 14 hours 53 mins and 37 hours 12 mins	30%

95% to 90%	Between 37 hours 13 mins and 74 hours 24 mins	65%
Less than 90%	More than 74 hours 25 mins	100%

4.2. Subject to Sections 5 and 6 below, Click Host will issue an account credit to the Customer if the Web Site Availability of the Service is less than the SLA as described in section 4.1.

4.3. The credit amount is calculated on the monthly servicing fee minus and promotion/discounts which have been applied.

4.4. Customers must contact Click Host should they consider they are entitled to account credit within 30 days of the previous calendar month in which the downtime occurred.

## Exceptions

5.1. The Customer will not be entitled to any remedy under this SLA if the Server Availability is reduced or impaired due to any exception named in this section of the agreement.

5.2 Circumstances beyond Click Host's reasonable control, including but not limited to, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor 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, Client Area, ecommerce software, payment gateways, statistics or free scripts).

5.3. Scheduled maintenance or upgrades and emergency maintenance or upgrades as per Section 6 of this agreement.

5.4. DNS propagation issues outside the direct control of Click Host.

5.5. Issues with FTP, POP3, IMAP, SMTP, SSH, cPanel or Webmail.

5.6. SLA breaches reported by third party monitoring services belonging to the Customer.

5.7. 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 Click Host's Terms of Service and Acceptable Use Policy.

5.8. CloudLinux making the Service unavailable due to excessive resource consumption.

5.9. Email or webmail delivery and transmission.

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

5.11. Internet Routing issues outside of Click Host's control.

## **Maintenance**

6.1. Click Host will announce any scheduled maintenance at least 24 hours before it is due to commence. This will be communicated to the Customer by email, and announced on our Twitter and Service Status page (<https://clickhost.com.au/status>). These periods are not included in the Web Site Availability or Uptime calculations.

6.2. From time to time, Click Host may be required to perform emergency server maintenance without prior notification to the Customer in order to protect the integrity of the service, apply critical updates, or restart services due to configuration failure. These periods are not included in the Web Site Availability or Uptime calculations.