

1. Definition Of Terms

The following words and expressions shall have meanings hereby assigned to them except where the context otherwise requires: "Company", "us", "we" and "our" Morepork Online Limited; "You", "Your", means the party or parties who utilise services provided by Morepork Online Limited.

2. Technical Support

The Company will provide You with technical support on set-up of your account, access, basic web site set-up, and other server related issues at no additional charge. The Company will not provide development-related support for web applications, scripts, or components from third parties or those developed by You.

Email and phone support is available Monday through Friday, excluding public holidays, from 8am to 6pm NZST. Please be prepared to provide a full description of the problem and your Account ID.

The Company's standard response time to technical support issues is within one hour. This time depends on the complexity of the inquiry and support request volume. The Technical Support Department assigns the highest priority to customer inquiries related to the servers' unavailability. These issues are addressed first upon notification from a customer.

3. Scheduled Maintenance

To maximize optimal performance and security of the servers, the Company will perform routine maintenance on the servers on a regular basis, requiring servers to be removed from service. The Company reserves one hour of server unavailability per month for maintenance purposes. This server unavailability will not be included in server uptime calculations. The maintenance is typically performed during off-peak hours.

A minimum of 48 hours notification of maintenance will be provided except where maintenance is considered to be critical. Notification will be provided via the Service Status page: <https://voyager.nz/support/service-status> (RSS Available)

4. Availability

The Company's primary commitment is to provide outstanding web hosting service to all customers. To support this commitment, the Company observes the following schedule of remedies for any failure to meet the express guarantees in this Service Level Agreement.

4.1 Network Availability

The Company guarantees at least 99.99% Network Availability. Network Availability is defined as the ability to pass incoming and outgoing TCP/IP traffic through the Company's network. Application and mail server unavailability resulting from loss of Network Availability is not included in Mail Server Availability or Application Server Availability calculations or if the Network Availability loss is caused by any factor(s) beyond the Company's control, including such factors as problems on domestic and international backbones or on the customer's portion of the network, and denial of service or similar attacks directed at the Company servers or the Company's network.

4.1.1 Penalty for non-compliance

Upon your written or email notice to the Company, if network availability for the full month is below the guaranteed level, the Company will issue a refund to You according to the schedule below.

- Network Availability 99.90% - 99.99% - 5% of monthly fee credited
- Network Availability 99.80% - 99.89% - 10% of monthly fee credited
- Network Availability 99.70% - 99.79% - 15% of monthly fee credited
- Network Availability 99.60% - 99.69% - 25% of monthly fee credited
- Network Availability 99.59% or below - 50% of monthly fee credited

4.2 Application (Web) Server Availability

The Company guarantees at least 99.5% Application Server Availability. Application (Web) Server Availability is defined as the ability to retrieve the HTTP headers from the hosting server, calculated on a monthly basis. The Company will not monitor availability of individual web sites but only monitors the server availability as a whole.

Denial of service attacks or other types of attacks directed toward the web server resulting in or contributing to downtime will not be included in Web Server Availability calculations.

4.2.1 Application (Web) Server Availability Monitoring

To verify the Application Server Availability, the Company will probe HTTP service to retrieve HTTP headers on the server every five minutes, with a 30-second failure threshold. If the probe is not successful, the server is considered non-operational and it is immediately escalated to technical support and system engineers.

If two or more consecutive server probes fail, server downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than five minutes in duration is not recorded. The Company will calculate server uptime and refund eligibility amounts based on this type of server monitoring.

4.2.2 Penalty for non-compliance

Upon your written or email notice to the Company, if server availability for the full month is below the guaranteed level, the Company will issue a refund to You according to the schedule below.

- Application Server Availability 99.00% - 99.50% - 10% of monthly fee credited
- Application Server Availability 96.50% - 98.99% - 25% of monthly fee credited
- Application Server Availability 96.49% - or below - 50% of monthly fee credited

4.3 Mail Server Availability

The Company guarantees at least 99.50% Mail Server Availability. Mail Server Availability is defined as the ability to retrieve the SMTP, POP and IMAP headers from the mail server, calculated on a monthly basis. The Company will not monitor availability of individual mail accounts or mailboxes but only monitors the server availability as a whole.

Denial of service attacks, mail bombing, and other flooding techniques directed toward the mail server resulting in or contributing to downtime will not be included in Mail Server Availability calculations.

The outgoing email protocol used on the mail server (SMTP) is a "store-and-forward" type of protocol that does not guarantee immediate delivery of email messages. If the mail server's first email delivery attempt fails, it will re-attempt delivery according to a predefined schedule. If the message fails to be sent for 5 days, the messages will be returned to the sender.

4.3 Mail Server Availability

To verify that the server is available, the Company will probe SMTP, POP and IMAP services (retrieve SMTP, POP and IMAP headers) every five minutes with a 30-second threshold. If either service does not respond, the service is considered non-operational it is immediately escalated to technical support and the system engineers.

If two or more consecutive SMTP, POP or IMAP tests fail, server downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than five minutes in duration will not be recorded. The Company will calculate Mail Server Availability and refund eligibility amounts based on this type of server monitoring.

4.3.2 Penalty for non-compliance

Upon your written or email notice to the Company, if server availability for the full month is below the guaranteed level, the Company will issue a refund to You according to the schedule below.

- Mail Server Availability 99.00% - 99.50% - 10% of monthly fee credited
- Mail Server Availability 96.50% - 98.99% - 25% of monthly fee credited
- Mail Server Availability 96.49% - or below - 50% of monthly fee credited

4.4 Data Backup (OBS/Ironstor) Server Availability

The Company guarantees at least 99.5% Data Backup Server Availability. The Data Backup Server Availability is defined as the ability to send and retrieve data from the hosting server, calculated on a monthly basis. The Company will not monitor availability of individual client accounts but only monitors the server availability as a whole.

Denial of service attacks or other types of attacks directed toward the web server resulting in or contributing to downtime will not be included in Data Backup Server Availability calculations.

4.4.1 Data Backup (OBS/Ironstor) Server Availability Monitoring

To verify the Data Backup Server Availability, the Company will probe the HTTP service to retrieve HTTP headers on the server every five minutes, with a 30-second failure threshold. If the probe is not successful, the server is considered non-operational, and it is immediately escalated to technical support and system engineers.

If two or more consecutive server probes fail, server downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than five minutes in duration is not recorded. The Company will calculate server uptime and refund eligibility amounts based on this type of server monitoring.

4.3.2 Penalty for non-compliance

Upon your written or email notice to the Company, if server availability for the full month is below the guaranteed level, the Company will issue a refund to You according to the schedule below.

- Backup Server Availability 99.00% - 99.50% - 10% of monthly fee credited
- Backup Server Availability 96.50% - 98.99% - 25% of monthly fee credited
- Backup Server Availability 96.49% - or below - 50% of monthly fee credited

4.5 Virtual Private Server (VPS) Availability

The Company guarantees at least 99.5% Virtual Private Server availability. Virtual Private Server Availability is defined as the ability to retrieve a successful response from probes on core hardware node services responsible for managing the VPS environment. Availability is calculated on a monthly basis. The Company will not monitor availability of individual VPSs but only monitors the server availability as a whole.

Denial of service attacks or other types of attacks contributing to downtime will not be included in Server Availability calculations.

4.5.1 Virtual Private Server (VPS) Availability Monitoring

To verify the Server Availability, the Company will probe core hardware node services on the server every five minutes, with a 30-second failure threshold. If the probe is not successful, the server is considered non-operational and it is immediately escalated to technical support and system engineers.

If two or more consecutive server probes fail, server downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than five minutes in duration is not recorded. The Company will calculate server uptime and refund eligibility amounts based on this type of server monitoring.

4.5.2 Penalty for non-compliance

Upon your written or email notice to the Company, if server availability for the full month is below the guaranteed level, the Company will issue a refund to You according to the schedule below.

- VPS Server Availability 99.00% - 99.50% - 10% of monthly fee credited
- VPS Server Availability 99.00% - 98.99% - 25% of monthly fee credited
- VPS Server Availability 96.49% - or below - 50% of monthly fee credited

4.5.3 VPS Maintenance Windows

Periodically the Company will perform maintenance on VPS servers. Scheduled maintenance windows will not be included in Server Availability calculations. Services may be unavailable at times during the maintenance window while servers are restarted.

A minimum of 48 hours notification of maintenance will be provided except where maintenance is considered to be critical.

Notification will be provided via the Service Status page: <https://voyager.nz/support/service-status> (RSS Available)

- Weekday: Thursday
- Time: 12:00AM-4:00AM NZST
- Typical Outage: 15 Minutes

4.6 Applying For A Refund

To receive a refund, send an email or written refund request to the Accounts Department. You must provide your Account ID and all dates and times of server or network unavailability.

Refund request must be received by the accounts department within thirty days of the end of the month for which you are requesting a refund

4.7 Maximum Total Penalty

The total refund to You for any account may not exceed 50% of the monthly fees charged to that account during the month for which the refund is to be issued.

4.8 Restrictions

Customer shall not receive any refunds under this SLA in connection with any failure or deficiency of website availability caused by or associated with:

1. In circumstances beyond the Company's reasonable control, including, but not limited to, acts of any governmental body, fire, flood, earthquake, strike or other labour disturbance, interruption of / or delay in transportation, unavailability of / or interruption or delay in telecommunications or third-party services, virus attacks or hackers, failure of third-party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts);
2. Scheduled maintenance and emergency maintenance and upgrades;
3. Your acts or omissions (or acts or omissions of others engaged or authorized by You), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc), any negligence, willful misconduct, or use of the Services in breach of the Company's Terms and Conditions and

Acceptable Use Policy;

4. DNS (Domain Name Server) Propagation.
5. Outages elsewhere on the Internet that hinder access to your account. The Company is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it.

5. Storage Capacity / Data Transfer

Each account is allotted storage capacity and data transfer amounts on the Company servers according to the plan and options selected by You. This storage size and data transfer allotments can be increased by request for an additional fee. The servers may stop accepting, processing, or delivering data when the purchased limit is reached thus causing server unavailability or data loss. The Company shall not be held responsible for such unavailability or data losses.

6. Data Integrity

The Company employs sophisticated RAID techniques to ensure the integrity of the data on its servers; the data is written to two or more disks simultaneously to prevent data loss in the event of hardware failure. The Company performs routine server backups for disaster recovery purposes only. Server backup scope and scheduling is at the Company's sole discretion.

7. Data Retention

The company shall not be responsible for retaining any your data after account termination. All data is deleted from the servers after the account is terminated and from back-ups during scheduled back-up rotation. The company shall not restore, provide on any storage media or send out any data pertaining to existing or terminated accounts unless agreed to by the company.

8. Customer Responsibilities

To access Morepork Online Limited's services You must provide at the very minimum:

- An Internet connection with sufficient bandwidth and quality to allow trouble-free browsing and data uploading and downloading; a fully functional Internet browser
- Tools to develop and publish content as You find suitable and necessary
- tools to access database servers if such services are purchased by you.