



RENDR

SERVICE LEVEL
AGREEMENT



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This Service Level Agreement sets out the terms and conditions as to the minimum delivery of service. The first part of the deed is the Service Details, which are followed by the Legal Terms.

SERVICE PROVIDER

Rendr Group (30623166558) of 13 Claremont Avenue, Malvern VIC 3144, Australia.

AGREEMENT SUMMARY

This Agreement represents an SLA between the Provider and the Client (the Parties) for the provisioning of any product(s) or service(s) the Client 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 renewal, SSL, VPS and SMS services.

AGREED TERMS

- (a) **Services** means the provision of services supplied by the Provider under their Terms of Service and any additional material.
- (b) **Effective Date** means when the Client submitted their order to Rendr Group for Services, and that order was accepted.
- (c) **Agreement Fee** (Inc. GST) means the costs outlined in the quote supplied by Rendr Group

LEGAL TERMS

1. Overview

- 1.1. This Agreement remains valid until superseded by a revised agreement mutually endorsed by the Parties.
- 1.2. This Agreement outlines the parameters of all Services covered as they are mutually understood by the Parties. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Goals and Objectives

- 2.1. The purpose of this Agreement is to ensure that there is a clear understanding of what the elements of the services are.
- 2.2. The goal of this Agreement is to obtain a mutual agreement for the provision of the different services offered by Rendr Group.
- 2.3. The objectives of this Agreement are to obtain a mutual agreement for the provision of the different services offered by Rendr Group to ensure there is a clear understanding between all parties involved in the operation of chosen services and what is involved in the agreement.

3. Periodic Review

- 3.1. This Agreement is valid from the Effective Date outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum every three months; however, in lieu of a review during any period specified, the current Agreement will remain in effect.
- 3.2. The Business Relationship Manager (Document Owner) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required. Changes to this agreement will become effective upon their publication to our website.
- 3.3. 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.

4. Service Scope

- 4.1. The following Services are covered by this Agreement;
 - (a) cPanel Hosting Services
 - (b) Managed Wordpress Hosting Services
 - (c) Virtual Private Server (VPS) Services (Fully Managed & Self Managed)
 - (d) Domain Name Registration
 - (e) Domain Name Services
 - (f) SSL Certificates
 - (g) Website Maintenance
 - (h) Website Security
 - (i) General Creative Services
 - (j) General Digital Services
 - (k) Support Services
- 4.2. Client responsibilities and/or requirements in support of this Agreement include:
 - (a) To provide the necessary information for the provision of the services according to the contract
 - (b) To pay the agreed fees according to the payment schedule
 - (c) To regularly check for updates to the terms and conditions of their purchased services
 - (d) To notify Rendr Group of any problems before engaging any third-party support
- 4.3. Provider responsibilities and/or requirements in support of this Agreement include:
 - (a) 24/7 Customer support channel via eTicket
 - (b) Server monitoring
 - (c) Secure customer account platform and payment gateway
 - (d) Uptime/Downtime notifications as advertised on the website
- 4.4. Assumptions related to in-scope services and/or components include:
 - (a) Rendr Groups knowledge of the Clients current digital & creative environment(s)
 - (b) Building or designing a website(s)
 - (c) Building or designing website elements
 - (d) Providing regular website maintenance
 - (e) Providing regular website security upgrades and/or maintenance
 - (f) Providing phone support
 - (g) Providing website and/or database migration services
 - (h) Creative and/or digital working files are supplied
 - (i) Performance reporting is supplied

5. Service Management

- 5.1. Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.
- 5.2. Coverage parameters specific to the service(s) covered in this Agreement are as follows:
 - (a) The Provider will be available for support 24/7 via eTicket support.
 - (b) Phone calls outside the eTicket support system stated in clause (a) may incur additional costs
 - (c) Email support will be provided via eTicket support or the email address: support@rendr.com.au
- 5.3. In support of services outlined in this Agreement, the Provider will respond to service related incidents and/or requests submitted by the Client within the following time frames:
 - (a) Eight (8) hours (during business hours) for issues classified as High priority.
 - (b) Within twenty-four (24) hours for issues classified as Medium priority.
 - (c) Within two-to-three (2-3) working days days for issues classified as Low priority.

6. Accounts and Billing

- 6.1. The Client agrees to a month to month contract term for Service(s) unless otherwise stated in the Service



offering (eg. domain names, SSL certificates, special Service(s) with an agreed term), or otherwise agreed in writing. The month to month contract for Service(s) is automatically renewed each month in perpetuity subject to cancellation by the Client.

- 6.2. Monthly Service(s) are established as part thereof, signifying the beginning of a new month demotes commitment till the end of that monthly period.
- 6.3. In relation to fees for Service(s):
 - (a) Fees for Service(s) ordered by the Client shall begin on the date of the initial order and the chosen billing cycle in advance. This may be monthly, quarterly, semi-annually, annually, biennially or triennially.
 - (b) The order date of any Service(s) will serve as the anniversary date for all future billings including one time fees, upgrades, additional services, cancellations and service credits, unless the Service(s) only allows annual or biennial billing cycles (eg. domain name registrations, SSL certificates, etc) for that particular Service.
 - (c) Fees are due in advance of the billing cycle and will be invoiced to the Client sixty (60) days prior to the due date. If a credit card is stored in the Account it will be charged three (3) days prior to the due date to allow sufficient time for any potential issues (such as insufficient funds, expired cards, etc) to be rectified before the due date.
- 6.4. In relation to fees for upgrades to Service(s):
 - (a) Upgrades ordered by the Client on the billing anniversary date will be billed for a full cycle and will continue each cycle on the anniversary date, unless the Service(s) only allows annual or biennial billing cycles (eg. domain name registrations, etc).
 - (b) Upgrades ordered by the Client after the billing anniversary date will be prorated to the next anniversary date at the full monthly cost. Future fees will appear as the new plan from your existing anniversary billing date.
 - (c) Fees for upgrades will be payable within seven (7) days of the upgrade taking place. If a credit card is stored in the Account it will be charged three (3) days prior to the due date to allow sufficient time for any potential issues (such as insufficient funds, expired cards, etc) to be rectified before the due date.
 - (d) Additional fees may be payable for upgrades where manual work is required by Rendr Group to configure or process the upgrade request.
- 6.5. In relation to fees for downgrades to Service(s):
 - (a) Downgrades will be processed when the request is received from the Client, unless otherwise specified in the request.
 - (b) An Account credit will be issued to the Client's Account for the difference of any prorated pre-paid amount minus the cost of the new plan prorated on the chosen cycle.
 - (c) Additional fees may be payable for downgrades where manual work is required by Rendr Group to configure or process the downgrade request.
- 6.6. Fees for one-off Service(s) including, but not limited to, dedicated IP addresses, SSL certificates, instant data blocks and instant disk blocks, are due within seven (7) days of the invoice being issued.
- 6.7. All published prices are inclusive of any government taxes and charges unless otherwise noted.
- 6.8. Any unpaid invoices in the Client's Account must be paid in full before new Service(s) will be provisioned.
- 6.9. Failure to pay any fees may result in the account being referred to an external collection agency, which may include interest (calculated daily) and collection costs.
- 6.10. Service(s) with unpaid invoices that are more than seven (7) days past the due date will be automatically suspended, with full payment for all outstanding invoices required before the Service(s) can be reactivated.
- 6.11. Services with unpaid invoices that are not paid in full within fourteen (14) days of the due date will be automatically terminated. Restoration of terminated Service(s) is subject to Rendr Group's Terms of Service.

7. Payments by Credit Card

- 7.1. In the event a new Service is ordered by the Client with payment via credit card, this credit card information may be stored against on the Clients Account and may be used for future automatic invoice payments.
- 7.2. Where a credit card number is stored on the Clients Account, this may be automatically used for the payment of due invoices. In such cases, payments will typically be taken three (3) days prior to the due date of the invoice.

8. Refunds

- 8.1. The following Service(s) are not eligible for a refund if the Service has been successfully provisioned by one of Rendr Group's suppliers:
 - (a) Domain names;
 - (b) SSL certificates;
 - (c) Software licences.
- 8.2. A full refund will be provided to either account credit or returned to the original payment method, if the order was placed within forty-five (45) days of the date that the refund was requested for any of the following Service(s):
 - (a) Any shared cPanel web hosting Service;
 - (b) Any shared WHM (Reseller) web hosting Service;
 - (c) Any dedicated email hosting Service; and
 - (d) Any VPS hosting Service.
- 8.3. A pro rata refund will be provided to account credit only if the refund request was made more than forty-five (45) days after the order was placed for any of the following Service(s):
 - (a) Any shared cPanel web hosting Service;
 - (b) Any shared WHM (Reseller) web hosting Service;
 - (c) Any dedicated email hosting Service; and
 - (d) Any VPS hosting Service.
- 8.4. The Client will not be entitled to a refund if any of Rendr Group's Terms, Policies and Agreements have been breached by the Client.
- 8.5. All other refunds will be processed at the sole discretion of Rendr Group, in-line with the Australian Competition & Consumer Commission's published policies and guidelines. For more information please visit <http://www.accc.gov.au/consumers/consumer-rights-guarantees>.

9. Cancellation

- 9.1. The Client can request cancellation of their Account or any Service(s) for any reason via their account portal or by sending an email to admin@rendr.com.au. Cancellation requests must be received fourteen (14) days prior to the beginning of the next billing cycle for self-managed services, or thirty (30) days prior to the beginning of the next billing cycle for services managed by Rendr Group upon an agreement with the client. For security reasons, we will not accept cancellation requests by any other method, or by any person other than the account registrant.
- 9.2. Any prepaid fees for Service(s) past the current billing cycle will be refunded in accordance with the Refunds subsection of this agreement once a refund request has been made by the Client. This can only be done by submitting an eTicket through your account portal.
- 9.3. The Client agrees to pay any outstanding invoices upon cancellation of their Service(s).
- 9.4. If the Client requests cancellation of a Service after the invoice for the renewal of the Service has been paid, a refund will be issued in accordance with the Refunds subsection of this agreement.

10. Suspension and Termination of Service(s)

- 10.1. Rendr Group may suspend or terminate Service(s) if:
 - (a) The Client is found to be in breach of any policy including but not limited to the Terms of Services, Acceptable Use Policy, Service Level Agreement or any applicable Registrant Agreement;
 - (b) The Client has become insolvent or bankrupt;
 - (c) The Client has unpaid invoices.
- 10.2. Rendr Group may decide at its sole discretion to advise a Client that their Account and/or Service(s) will be terminated by giving fourteen (14) days written notice, and any applicable refunds will be processed as per the Refunds subsection of this agreement.
- 10.3. If a Client's Account is closed for any reason, or any Service(s) suspended or terminated, the Client must pay all outstanding invoices by the due dates.
- 10.4. If a web hosting, dedicated email hosting or VPS Service is suspended or terminated for any reason, Rendr



Group is under no obligation to provide the Client with a copy of any data associated with the Service(s). Rendr Group may provide the Client with a backup of the data, if it is available, for a fee of \$150 (incl. gst).

11. Third Party Providers

11.1. A number of third party vendors who provide services for the Provider and are within the scope of this Agreement are managed by the Provider on behalf of the Client.

11.2 All other third party provider contracts are the responsibility of the Client. These include (but are not limited to):

- (a) Digital service providers
- (b) Creative service providers
- (c) Marketing service providers
- (d) I.T. Support service providers
- (e) Social Media service providers
- (f) Event Organisation service providers
- (g) Printing service providers

12. Changes

Although most changes are likely to be minor, Rendr Group may change its Service Level Agreement from time to time, and in Rendr Group's sole discretion. Rendr Group encourages visitors to frequently check this page for any changes to its Privacy Policy, as they are legally binding on you. Your continued use of this site after any change in this Privacy Policy will constitute your acceptance of such change. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.

13. Acceptance

The Client signified acceptance of this Service Level Agreement, as well as our Terms & Conditions, Client Service Policy, Acceptable Use Policy, Privacy Policy and any applicable Registrant Agreement, when they submitted their order to Rendr Group for Services, and that order was accepted.