



Kanga Internet Hosting & Support Agreement

Kanga Internet Hosting & Support Terms & Conditions

Pre-cursors.

- a) The Customer wishes to use the Hosted Service described by Kanga Internet Service Levels and Pricing information.
- b) Kanga Internet has offered to provide the Hosted Service to the Customer in accordance with the terms & conditions outlined in this agreement.

Your use of the Kanga Internet Hosting services indicate your agreement to be bound to these terms of service. Any reference in this agreement to you, yours or your is a direct reference to the customer. Any reference to us, we, our or ours is a direct reference to Kanga Internet.

1. User Conduct

You agree to abide by all applicable local and international laws and regulations that cover your use of our service.

2. Terms of Payment

Kanga Internet agrees to provide the Hosted Service and you agree to pay Kanga Internet the price associated for this service in accordance with the Kanga Internet standard payment terms. Kanga Internet standard payment terms are, payment 1 month in advance commencing on the date your web site was published. Payment is by direct debit into the Kanga Internet bank account, by cheque or money order. Details for such payment will be supplied by Kanga Internet. In the event of a non-payment by you on the due date, Kanga Internet may suspend Hosted Service and in such a case we would provide a CD-ROM containing web site content to you. Kanga Internet reserves the right to vary its standard prices at any time and will in such a case provide 30 days notice to you of this alteration in price. All payments are to be made in Australian Currency. Any processing fee's or fines as the result of dishonoured cheques will be passed on to you.

3. Back up of Web Site Content

Full backups of Web Site Content are made once weekly, on a Friday evening. These backups are made for restoration of site purposes only and we offer no guarantee of completeness of your web site. It is your responsibility for keeping a copy of your most current web site files on your own computer. If any loss of data occurs, Kanga Internet will endeavour to recover such lost data from the most recent backup archive for a fee of one hundred and ten dollars (\$125) fee.

4. Uptime Guarantee

Kanga Internet guarantee the Hosted Service will be available 99.99% of the time in any month. If for some reason this does not occur then the customers account will be credited with 50% of the monthly charge. Where this occurs, Customers must request such credit within seven days of it occurring and also must substantiate with time and date information so that we can verify such occurrence. This uptime guarantee does not relate to speed of page delivery or page loading times as these can be affected by your Internet connection speed or many other factors.

5. Termination

Kanga Internet may terminate this agreement at any time by providing the customer with 30 days notice. In such a case the Customer would be provided with a CD-Rom containing web site content. You may terminate this agreement at any time by providing Kanga Internet with 30 days notice.

6. Governing Law

Victorian Law shall govern this Agreement of service and any dispute arising as the result of the relationship between the parties in this Agreement. Excluded from this are any laws that direct the application of a more specific jurisdictions laws.

7. Creation of Web Site Customisations

Any modifications of the SugarCRM, ZenCart & Virtuemart open source products by Kanga Internet are made by Kanga on behalf of your business and are performed under contract in the name of your business. The Intellectual property of such modifications shall be owned by your business but credited under the terms of the GNU public licence(GPL). The entitles the customer to exclusive use of these software modifications for any business purpose including hosting and publication of their website on the Internet without the requirement to release these modifications to any 3rd party.

8. Restrictions & redistribution

Should your business decide to redistribute these modifications to a 3rd party in any way other than hosting on the Internet as part of your business web site then this may be deemed to be a "distribution" event under the terms of the GPL License. This may require your business to disclose a copy of these modifications to the person to whom they were sent in source code form.

SUPPORT

1. Each Package has the following levels of support available:

Site Unavailable: Unlimited

Email Support: Unlimited

General Phone Support: 1 hour (minimum – refer to: **Support Time Allocation**)

Site Unavailable

Other than in the event of scheduled maintenance which will be notified to customers in advance, when the site is down, clients can call directly and unlimited support is offered until resolution and site access is restored. If access can't be restored immediately, then an ETA or at least an explanation must be provided within 60 minutes of the client contacting us.

Email Support

Please refer to **www.kangainternet.com/support** and click Log a Support Request to log your request. 24 hour response time is assured. In most cases, your support request will actually be responded to within an hour, but the maximum response time will never be more than 24 hours if the support request is submitted at www.kangainternet.com/support

Unlimited email support is offered to clients for basic educational inquiries or site problems. Note: questions around how to use the software which extend beyond basic usage scenarios are not covered under this arrangement. 1 hour of support or customisations is offered each month to cover these more significant queries or site modification requests. Any effort expended beyond this 1 hour of support is billable at the rate of \$125/hr. This will be added to your monthly hosting/support bill.

General Phone Support

For general support calls which do not relate to a site outage, the lesser of 4 phone based support calls or 60 minutes of support will be offered to the customer. If a site unavailable call is received and it is subsequently determined that this site is available via the public internet but not available at the customer site due to local IT issues, then this call will retrospectively be deemed to be one of the phone based support calls. For general support calls, a response time of 2 hours is assured, with an ETA on resolution provided at this time. Any prepaid support may be utilized to cover additional services if and when required.

Extra support calls (outside those covered by the monthly agreement) are

charged in 15 minute blocks or part thereof. Support services can be pre - purchased at a discount price.

2. Support Time Allocation

If support time allocations are exceeded in any given month, the extra time is charged to the client at \$125/hour. At the end of each month, the client will be invoiced, and this extra charge will be added to the monthly hosting & support fee. 1 hour is allocated for each website hosted with Kanga Internet, unless otherwise specified.

Any unused support can be 100% exchanged for site maintenance/updates.
Support time does not accrue, and cannot be used ahead of time.

3. Product Enhancements

Product major enhancements or custom development of the products are performed on a fixed price basis. All enhancements will be estimated and quoted prior to work commencing in order to gain customer agreement to the scope of works. For small items, ad hoc works can be provided on a time and materials basis for \$125/hr.

4. Service Hours

Kanga Internet service hours are between the hours of 8.30am – 5.30pm EST, Monday – Friday, excluding public holidays.