kodr

Hosting Terms of Use & SLA

Date: Feb 2025

Purpose

The purpose of this document is to define the Terms and Conditions, including the terms of use, service level agreement and financial terms, applicable to Kodr hosting service.

Conditions of use of the service

Given that the network resources provided to the customer are shared, the customer undertakes not to use the service in a manner detrimental to Kodr's other customers.

Kodr has strict policies against spamming and bulk email. Customer's who send egregious amounts of spam via email, newsgroups, etc., cannot use our servers. We will remove you from our network if we receive complaints of spamming and bulk emailing.

Website content and updates

Kodr is not responsible for the upkeep/content/core & plugin updates of the customers' website. Any issues arising from websites not being kept up to date are solely the customer's responsibility. Maintenance packages for updates can be arranged with Kodr. Please get in touch with us if you wish to arrange this. Any service interruption due to a hack or breach of the website due to out-of-date software is solely the customer's responsibility. Any 3rd party software/plugins installed on the customer's website are exclusively the customer's responsibility.

Service Level Agreement

We endeavour to provide a 99.5% service uptime in any given calendar month, excluding planned or emergency server maintenance or conditions beyond our reasonable control. All customers will be notified via email of planned maintenance as soon as possible.

Kodr ensures service levels relating to the hosting server's availability and response and resolution times. In the event of these SLAs not being met, compensation will apply as follows:

A credit of 5% of the monthly cost of the unavailable hosting servers for each one (1) hour of unavailability begun in excess of the SLA is limited to 100% of the said monthly cost.

Compensation payments are made by deduction from the customer's next hosting invoice following receipt by Kodr of the customer's request for compensation.

Backup of data

Kodr offers customers a daily, weekly, and monthly backup service that stores data securely and independently of the central server. Under force majeure circumstances, Kodr will not be held accountable for any loss of customer data. Circumstances beyond the reasonable control of that party, including acts of any governmental or supra-national authority, war or national emergency, riots, civil commotion, fire, network failure, systems fault, unauthorised use or access to the IT systems of Kodr or the customer, explosion, flood, epidemic, lockouts (whether or not by that party), strikes and other industrial disputes.

Fees and billing

All hosting, including dedicated IP and SSL certificate, shall be invoiced one calendar year in advance unless the customer has arranged other terms. The customer has 15 days of receipt of the invoice to make payment.

Upon non-payment, the customer will receive reminders up to 30 days from receipt of the invoice. The customer's service(s) will be automatically suspended if payment is still not made. Service(s) may take up to 24 hours to continue after payment is made. Once payment is made, services will resume.

If payment has not been made three calendar months after receipt of the invoice, all service(s) shall be terminated and removed from the server. If payment is made after the three-month termination period, the customer will incur a charge for the re-setup of service(s).

Kodr will not be held accountable for any losses incurred due to termination of non-payment service(s). This also includes the loss of domain names due to non-payment. Kodr will not be accountable for out-of-date customer contact information or instances whereby emails go to the customer's junk folder or bounce back to Kodr. The customer is responsible for supplying Kodr with the correct contact information.

Cancellation

The customer can cancel service(s) at any period by supplying a notification to Kodr. Refunds will not be issued if payments have already been made for customer service(s). Unless otherwise arranged with Kodr.

Mitigation (protection against DOS and DDoS attacks)

Kodr shall implement protection against DOS and DDoS-type (Distributed Denial of Service) hacking attempts, provided that these attacks are conducted in a manner reasonably considered to be severe enough by Kodr to warrant such protection. In implementing such protection, Kodr shall use reasonable endeavours to maintain the customer's services operation throughout a DOS or DDoS attack.

As a result of the high technicality of the service, specific attacks may not be detected by the protection measures implemented by Kodr. The protection measures outlined above shall not apply in the case of attacks such as SQL injection, brute force, abuse of security vulnerabilities, or attacks of a similar nature to the latter. The Infrastructure and the Service may be temporarily suspended and unavailable in such cases.

Given the nature of a potential DOS or DDoS attack and its complexity, Kodr shall implement different levels of traffic protection to preserve its Infrastructure and Services.

The mitigation of a DOS or DDoS attack is activated only at the time of the detection of the attack by Kodr's tools and for a non-fixed period and deactivated only once the attack and illegitimate traffic are no longer present. Thus, until the mitigation is activated, the service shall handle the attack directly, which may lead to its temporary unavailability.

While mitigation is activated, Kodr shall not guarantee the accessibility of the customer's applications. Still, it shall endeavour to limit the impact of a DOS or DDOS attack on the customer's services and Kodr's Infrastructure

If, despite the activation of mitigation, a DOS or DDOS attack is of such a nature as to adversely affect the integrity of Kodr's Infrastructure or the infrastructure of the other customer's of Kodr. Kodr shall strengthen its protection measures which may lead to the deterioration of the customer's services or impact its availability, for which the supplier shall not be liable.

Where Kodr's equipment does not detect part of the traffic generated by a DOS or DDOS attack and reaches the customer's services, the effectiveness of the mitigation shall also depend on the appropriate configuration of the customer's services. In this regard, the customer must ensure that it has adequate resources to administer the customer's services configuration properly.

The customer shall be solely responsible for ensuring its services are secure, backing up its data, and ensuring the security of its software, scripts, codes, etc.