

kodr

Hosting Terms of Use & SLA

Date: November 2020

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. Customers who send egregious amounts Spam via email, newsgroups, etc., are not allowed on our servers. If we receive complaints of spamming and bulk email, we will remove you from our network.

Website Content and Updates

Kodr is not responsible for the upkeep / content / core & plugin updates of the customers website. Any issues that arise from websites not been kept up to date is solely the responsibility of the customer. Maintenance packages for updates can be arranged with Kodr, please contact us should you wish to arrange this. Any interruption of service due to hack or breach of website due to out-of-date software is solely the responsibility of the customer. Any 3rd party software / plugins installed on customers website is solely the responsibility of the customer.

Service Level Agreement

We endeavour to provide a 99.9% service uptime in any given calendar month, excluding planned or emergency server maintenance or conditions beyond our reasonable control. All customers will be notified of planned maintenance as far as possible in advance via e-mail.

Kodr undertakes to ensure Service levels relating to availability of the Hosting Server and to response and resolution times. In the event of these SLAs not being met, compensation will apply as follows:

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, limited to 100% of the said monthly cost.

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

Backup of Data

Kodr offer customers a bi-daily, weekly and monthly backup service storing data securely, and independently of the main server. Under circumstances of force majeure Kodr will not be held accountable for any lose of customer data. Circumstances beyond the reasonable control of that party including acts of God, 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, lock outs (whether or not by that party), strikes and other industrial disputes .

Fees and Billing

All hosting including dedicated IP's and SSL certificates shall be invoiced 1 calendar year in advanced unless other terms have been arranged by the customer. Customer has 15 days of receipt of invoice to make payment.

Upon non payment customer will receive reminders up to 30 days from receipt of invoice. If payment is still not made the customers service(s) will be automatically suspended. Once payment is made services will resume. This may take up to 24 hours for all services to resume after payment is made.

If payment has not been made after a period of 3 calendar months from receipt of invoice all service(s) shall be terminated and removed from the server. If payment is made after the 3 month termination period the customer will incur a charge for 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. The customer is responsible for supplying Kodr with the correct contact information.

Cancellation

The customer can cancel services at any period by supplying notification to Kodr. If payments have already been made for customers service(s) refunds will not be issued. 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 serious enough by the Kodr to warrant such protection. In implementing such protection, the Kodr shall use reasonable endeavours to ensure that the operation of the Customer's Services is maintained throughout the duration of a DOS or DDoS attack.

As a result of the high technicality of the Service, certain 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. In such cases, the Infrastructure and the Service may be temporarily suspended and unavailable.

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

The mitigation of a DOS or DDoS attack is activated only at the time of the detection of the attack by the 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 the temporary unavailability of the Service.

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

If, in spite of 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 customers 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 part of the traffic generated by a DOS or DDOS attack is not detected by Kodr's equipment 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 the adequate resources to administer the configuration of the Customer's Services properly.

The Customer shall be solely responsible for ensuring it secures its Services, backing up their data and for ensuring the security of their software (scripts, codes etc).