



Hosting Agreement

Provider: Serene Digital

Address: PO Box 86, NSW, Australia

Contact: info@serenedigital.com.au

By using Serene Digital's hosting services, you automatically agree to these terms and conditions. Please review them carefully. If you disagree with any terms, please discontinue use and contact us immediately.

Services Provided:

Managed WordPress Hosting - \$365/year

- WordPress installation, configuration, and domain/email setup
 - Regular managed updates for WordPress core, plugins, themes
 - Security monitoring and malware protection
 - 30GB storage, 30GB bandwidth
 - Unlimited email addresses
 - Free SSL (Let's Encrypt), Free CDN (Cloudflare)
 - Automated daily backups (R1Soft Enterprise)
 - Hack prevention and website recovery services
 - Plugin license management
 - Technical support via phone/email (response: urgent 1-2 hrs, standard within 24 hrs)
 - 99.9% uptime guarantee
 - Datacentre: Sydney, Australia
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Payment and Billing:

- Billing frequency: Annual
 - Payment methods: Bank Transfer, Credit Card, PayPal
 - 21-day money-back guarantee if unsatisfied with services
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Client Responsibilities:

- Clients must provide accurate contact information and promptly notify Provider of any changes.

- Clients agree not to engage in illegal activities, send spam, host offensive or harmful content, distribute malware, engage in phishing, or violate intellectual property rights.
 - Clients must ensure their account credentials remain secure.
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Acceptable Use Policy (AUP):

Clients must not use the services to:

- Host illegal, defamatory, offensive, adult, or harmful content
- Distribute malware, viruses, phishing emails, or spam
- Engage in fraudulent activities or infringe intellectual property rights

Violation may result in immediate suspension or termination of services.

Service Level Agreement (SLA):

- Uptime Guarantee: 99.9% uptime excluding scheduled maintenance.
 - Scheduled Maintenance: WordPress updates every 3 months; advance notification provided.
 - Response Times: 1-2 hours (urgent), within 24 hours (standard).
 - Compensation for downtime beyond SLA terms: proportional credit on next billing cycle.
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Privacy Policy:

- Data Collected: Names, emails, addresses for account management and billing.
 - Third-party Tools: Google Analytics for website usage tracking.
 - Data Storage: Secure datacentre located in Sydney, Australia.
 - Commitment: Data protection measures implemented; no sale or unauthorized sharing of client data.
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Limitation of Liability:

Serene Digital shall not be liable for any loss of data or any indirect, incidental, or consequential damages arising from the use of the services, including data loss resulting from technical failure, hacking, client actions, or third-party service failures. Clients are responsible for maintaining their own local backups if additional protection is desired beyond provided automated backups.

Indemnification:

The Client agrees to indemnify and hold harmless Serene Digital from any claims, lawsuits, demands, damages, liabilities, or expenses arising directly or indirectly from the Client's use of services, including but not limited to any content hosted by the Client or actions taken by the Client's website visitors.

Warranty Disclaimer:

Serene Digital provides hosting services on an 'as-is' and 'as available' basis. Except as expressly stated, Serene Digital makes no warranties or representations of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or uninterrupted or error-free services.

Force Majeure:

Serene Digital shall not be responsible or liable for delays or failures in performance resulting from acts beyond our reasonable control, including but not limited to natural disasters, war, acts of terrorism, governmental actions, network outages, cyberattacks, or third-party failures.

Security Responsibilities:

While Serene Digital implements industry-standard security measures and actively monitors for security threats, the Client acknowledges that no security system is 100% secure. The Client agrees to use strong passwords and follow provided security guidelines. Serene Digital is not responsible for security breaches caused by Client negligence or failure to follow recommended security practices.

Governing Law:

This agreement is governed by the laws of New South Wales, Australia. Both parties agree to the exclusive jurisdiction of courts located in NSW, Australia, for resolution of disputes.

This document outlines the terms and conditions under which Serene Digital provides managed WordPress hosting services.