

Service Level Agreement

Thank you for choosing to work with ∞auro. During our business together we agree to both adhere to this agreement. The SLA automatically goes into effect upon your first payment of either a deposit or an invoice. This SLA is valid from 1 July 2017 till 30 June 2018 and replaces all previous versions.

Definitions

"BUSINESS HOURS": every Monday till Friday from 10AM till 8PM, with the exception of Australian nationwide public holidays (∞auro does not observe individual state holidays).

"CLIENT AREA" refers to the online website accessible by THE CLIENT at <https://my.auro.com.au/>

"COLD CALL" is the practice of THE CLIENT making an unscheduled non-urgent phone conversation with ∞AURO.

"PROJECT" is the group of tasks that are required to be undertaken by ∞AURO to realise the goal of THE CLIENT.

"SLA" refers to Service Level Agreement, this document.

"THE CLIENT" is the individual or the company acquiring services from ∞AURO.

"AURO" is the service provider ∞auro Oxygen ABN 577 679 451 14.

"PROJECT DELIVERY" is the final state of a PROJECT where all the initial requirements have been successfully and demonstrably implemented.

The agreement

This is a contractual agreement between "THE CLIENT" and "∞AURO"

1. Scope And Delivery Of Service

- 1.1. ∞AURO provides THE CLIENT with a business consultancy service. This may or may not include: project management, web design, quality assurance, web development, Search Engine Optimisation (SEO), coaching, training, company branding, logo design, video and audio production, digital image processing, advertisement and copywriting.
No physical goods are exchanged during this service.
- 1.2. THE CLIENT may contact ∞AURO through phone, email or text message, during BUSINESS HOURS. Meetings are possible in the greater Hobart area. If any structural decisions are made during a conversation, ∞AURO will email the minutes of this conversation to THE CLIENT within the next 2 business days.
- 1.3. As soon as THE CLIENT requires services from ∞AURO, ∞AURO will create a PROJECT. This PROJECT will be visible as a realtime report in the CLIENT AREA.
This report gives THE CLIENT the opportunity to verify if the services are completed, within the expected timeframe and with the level of quality agreed beforehand.

2. Duration And Termination Of SLA

- 2.1. This SLA is unlimited in duration.
- 2.2. This SLA can be terminated at any given point by either THE CLIENT or ∞AURO, given that all due amounts, invoices or otherwise, have been paid in full. Intention to terminate this SLA must be communicated by email, at least 20 business days before the desired termination date.

3. Quality Of Service

- 3.1. ∞AURO aspires to provide its services to the highest level of quality, and conform to industry standards. ∞AURO will regularly communicate with THE CLIENT regarding service quality demands and PROJECT specifications.
- 3.2. THE CLIENT agrees to inform ∞AURO immediately whenever the provided service isn't meeting their expectations.
- 3.3. Any PROJECT over \$1,000 includes ∞auro's Happiness Guarantee. This guarantee ensures THE CLIENT can contact ∞AURO during business hours at no extra cost for additional training, questions and small cosmetic changes, deal with any bugs or resolve any issues that may arise from the normal use of the PROJECT. This guarantee takes effect the day a PROJECT is DELIVERED, and lasts for the duration of 20 business days. This guarantee does not include the implementation of new features, or the adaption or modification of existing functionality.
- 3.4. THE CLIENT may have the ability to modify (parts of the delivered or finalised) PROJECT. ∞AURO will never accept any responsibility for damages, distortions or malfunctions to THE CLIENT's business or personally, that occurred through alteration of the delivered PROJECT, by THE CLIENT, after it has been DELIVERED.

4. Privacy, Security And Confidentiality

- 4.1. THE CLIENT may have to provide ∞AURO with credentials (urls, logins, passwords, keys, secrets, app IDs, and other private information). ∞AURO stores all this information in a secure and encrypted environment and is never shared with anyone else. This information will be deleted from ∞AURO's records within 1/one business day, upon termination of the service or by written request of THE CLIENT.
- 4.2. ∞AURO highly recommends to change all passwords upon termination of the service, in order to avoid future liability and disputes. It is the sole responsibility of THE CLIENT to keep their credentials secure.
- 4.3. ∞AURO offers one hour free remote consultancy after this SLA has been terminated to assist THE CLIENT to change all credentials. This must take place within 2 business days of terminating this SLA.
- 4.4. ∞AURO agrees it will not disclose any business details, financial or otherwise to any third party, under any circumstance, except when ordered to do so by eligible law officials.

5. Invoices And Payments

- 5.1. Default Due Date
Payments are due within 14/fourteen days of the invoice date.
- 5.2. Rates And Fees
The rates and fees are available in a separate document and on ∞AURO's website.

5.3. Billing

Billed time is rounded to the nearest 10/ten minute interval. For ongoing work, ∞AURO will bill THE CLIENT every 1st day of the month and every 15th of the month. Larger PROJECTS are typically invoiced the day following PROJECT COMPLETION.

5.4. Extension requests

THE CLIENT may request an extension of the payment due date in writing. THE CLIENT must make this request before the day the invoice is due, for the extension request to be valid. ∞AURO is not obliged to accept this request, and will provide THE CLIENT a response within 1/one business day with the decision to either accept or reject the request.

5.5. Extra PROJECTS

In case THE CLIENT still had outstanding invoices, the total amount of unpaid invoices THE CLIENT owes ∞AURO, and the estimated cost of any new PROJECTs, must not exceed \$500, prior to ∞AURO undertaking further work.

5.6. PROJECT variations

∞AURO will notify THE CLIENT at any point during the course of a PROJECT if the PROJECT is exceeding its original scope. THE CLIENT will then receive an estimate of the PROJECT VARIATION, which will be treated as a separate project.

5.7. Late payment

An invoice is considered overdue if the payment has not been cleared 2/two business days after the invoice due date. A late payment fee of \$40 per overdue invoice applies.

Following late payment of one invoice, ∞AURO will require THE CLIENT to provide a 50% deposit on the estimated cost of further services.

A second late payment will result in termination of this SLA.

5.8. Deposits

A PROJECT over \$1,000 will require a 30% deposit upfront prior to commencing work on the PROJECT. The deposit increases to 60% for a PROJECT over \$500 if THE CLIENT had a late payment in the last 365 days.

6. Oxygen Plans And Subscriptions

6.1. ∞AURO provides monthly subscription plans that reduce the cost of its services to the CLIENT. For a monthly recurring fee, THE CLIENT will receive a number of hours ∞AURO will provide services or continue working on a PROJECT. These plans offer a better hourly rate and a fixed amount of free phone consultancy.

6.2. It is the choice of THE CLIENT how these included hours are spent.

6.3. Hours included in a plan are to be used during the nominal duration of the subscription period.

6.4. Any excess hours will be billed every 3/three months.

6.5. Plans last for the duration of the subscription period. If THE CLIENT wishes to terminate this contract early, the remaining months of the contract must be paid in full.

7. Estimates

7.1. Proposals, quotes and estimations provide the minimum cost of the proposed PROJECT, and are only valid for 1/one month. ∞AURO will notify THE CLIENT in writing whenever THE PROJECT exceeds the initial quote by more than 20%. From that moment onwards, ∞AURO will inform THE CLIENT on a weekly basis about the total PROJECT cost.

- 7.2. In the event of a dramatic change of PROJECT scope during the estimation phase, or in the event of late approval of the estimate by THE CLIENT, ∞AURO may choose to re-quote or create a PROJECT variation that requires separate approval by THE CLIENT.
- 7.3. A PROJECT can only commence if THE CLIENT has approved the estimate in the CLIENT AREA and fulfilled all the requirements listed in the description of the estimate.

8. Copyright, Intellectual Property and Moral Rights

- 8.1. THE CLIENT is given copyright, Intellectual Property and Moral Rights to all data and digital media supplied by ∞AURO, after all due amounts, invoices or otherwise, are paid in full. Prior to full payment, ∞AURO owns copyright, Intellectual Property and Moral Rights of any deliverables.
- 8.2. After full payment, ∞AURO will not reclaim Copyright, Intellectual Property and or Moral Rights after they have been transferred to THE CLIENT for any reason.

9. Communication

9.1. General Guidelines

Both THE CLIENT and ∞AURO agree to communicate clearly and without ambiguity, and to provide requests in writing as much as possible.

9.2. CLIENT AREA

∞AURO will provide THE CLIENT with the access codes to the CLIENT AREA. This tool contains crucial business information.

9.3. Communication Charges

No charges apply for scheduled phone calls. A COLD CALL or text message that request an immediate phone call incurs a \$20 flag fall. COLD CALLS outside BUSINESS HOURS are charged at 150% of the hourly rates, except for critical requests, where an intervention is required to ensure business continuity, and only if the situation wasn't caused by THE CLIENT.

10. Force and Effect

10.1. THE CLIENT is notified by ∞AURO about this SLA prior to commencing any work.

By using or continuing to use ∞AURO's services, THE CLIENT accepts this SLA without any reservations. The SLA automatically goes into effect upon your first payment of either a deposit or an invoice after the date this SLA goes into effect.

10.2. Changes to the SLA

∞AURO reserves the right to vary the terms in this SLA yearly without prior warning or notification.

The most recent version of this SLA is available at <http://auro.com.au/sla.pdf>.