

Customer Relationship Agreement

Wombat Servers is committed to providing its customers with high quality services and support. Nevertheless, with the growth of our customer base, it has become necessary to implement a policy that broadly encapsulates the support we offer our customers.

This Customer Relationship Agreement outlines what you can expect from us as a customer, as well as what we can expect of you when you contact us. The Agreement outlines our obligations to you, the scope of our support, our escalation procedures as well as acceptable timeframes for ticket enquiries.

The document also encompasses the conduct we expect of you; we appreciate your courtesy, patience and professionalism.

Should you have any questions regarding this Agreement, or any of our other policies, please contact us by emailing hello@wombatservers.com.

This is a legal document that all customers of Wombat Servers are required to accept.

Last updated 14 December 2018.

WOMBAT SERVERS CUSTOMER RELATIONSHIP AGREEMENT

1. Definitions

1.1 "Customer" refers to the person or organisation purchasing or receiving a product or service from Wombat Servers.

1.2 "Service" or "Services" refers to the products or services ordered from Wombat Servers, including but not limited to game servers, web hosting, domain names and dedicated servers. The nature of such a Service is identified via the Customer's Client Area.

1.3 The "Provider" and "Wombat Servers" refers to Online Payments Inc.

1.4 The "Client Area" refers to the billing account supplied to the Customer upon registration, accessible at <https://wombatservers.com/billing/>.

2. Acceptance

2.1 The Customer signifies and declares their acceptance to Wombat Servers' terms and policies, including but not limited to these Terms of Service and associated Acceptable Use Policy, upon placing an order for a Service, paid or otherwise.

3. Responsibilities of the Provider

3.1 Wombat Servers accepts responsibility to provide support to the Customer for issues relating directly to their Service, including billing, accounts and hosting environment assistance, as limited by items 3.2-3.7, 4.1-4.5, 5.1-5.2 and 6.1-6.4.

3.2 Wombat Servers and its employees shall seek to assist the customer as expeditiously as possible, to the best of their ability and knowledge.

3.3 Wombat Servers agrees to ensure ticket and email assistance is available at all times. The Customer accepts that phone and live chat support may not be available at all times, with availability at the sole discretion of the Provider.

3.4 The Customer accepts that all Services purchased from the Provider are self-managed unless otherwise contractually agreed upon.

3.5 The Customer accepts that Wombat Servers cannot offer assistance, including but not limited to the uploading, installation, configuration and debugging, of third-party software such as add-ons, plugins and modules. Such requests are beyond the scope of Wombat Servers' support.

3.6 Wombat Servers advises that for third party software, the Customer must contact the vendor, developer, distributor and/or publisher of the software for assistance.

3.7 Wombat Servers shall render non-excludable support for the server hosting environment.

4. Responsibilities of the Customer

4.1 When contacting the Provider, the Customer must;

- a. not employ offensive, obscene or otherwise inappropriate language;
- b. not make threats, violent or legal, for any purpose;
- c. allow appropriate and reasonable time for issues to be rectified;
- d. not employ excessive punctuational capitalisation;
- e. not make personal attacks towards staff, other customers or any individuals.

4.2 The Customer must not create multiple tickets for the same issue. Doing so will delay the resolution of the query.

4.3 The Customer must not “bump”, or repetitively request the status of an open ticket. Doing so will delay the resolution of the query.

4.4 The Customer agrees to utilise the self-service support channels provided by Wombat Servers, including the knowledgebase, and conduct a general investigation prior to contacting the Provider.

4.5 The Customer agrees to provide any and all information available regarding an issue when contacting the Provider. Withholding information will delay the resolution of the query.

5. Appropriate Support Vectors

5.1 The Customer agrees to utilise appropriate support channels when contacting the Provider, and accepts that using other channels may delay, or otherwise effect the provision of support;

- a. tickets, via support.wombatservers.com;
- b. emails, via hello@wombatservers.com, or support@wombatservers.com;
- c. phone support, where contractually available;
- d. live chat, when available.

5.2 Social media is not an appropriate support channel, and the Customer agrees that requests made using such means may not be answered.

6. Appropriate Timeframes

6.1 Wombat Servers will endeavour to respond to, and assist customers with all enquiries as soon as possible.

6.2 Tickets and emails sent to Wombat Servers by the Customer must be answered within two (2) business days. With each reply by the Provider, or by the Customer, this period shall reset.

6.3 Tickets and emails sent to Wombat Servers by the Customer, requesting an escalation, must be answered within three (3) business days. With each reply by the Provider, or by the Customer, this period shall reset.

6.4 Requests submitted by other channels are not covered by these guarantees.

7. Resolution and remedies

7.1 Wombat Servers shall endeavour to resolve any issues reported by the Customer within a reasonable timeframe.

7.2 On occasion, Wombat Servers may seek to provide a courtesy credit to the Customer. The value and issuance of such credit is at the sole discretion of Wombat Servers, and shall not be requested by the Customer. Such credit is not transferrable and cannot be withdrawn for cash.

8. Escalations

8.1 The Customer may request for any enquiry to be internally escalated to senior team members.

8.2 Escalations may only be requested if;

- a. The Customer has waited for internal investigations into their enquiry to be completed, and the Customer is unsatisfied with the outcome.
- b. The Customer has repeated issues of the same nature that remain unresolved.

8.3 The Customer may not request escalation when first reporting an issue.

8.4 If, after escalation, the Customer is still unsatisfied with the outcome of their enquiry, the Customer should seek advice from third parties.

9. Compliance

9.1 Any Customer found to breach this Customer Relationship Agreement may be suspended immediately at the discretion of Wombat Servers.

9.2 For non-critical breaches, Wombat Servers will endeavour to provide the Customer with notice of suspension, and/or a grace period for a remedy to be applied.

9.3 For serious breaches, such as threats of violence or criminal acts, Wombat Servers may, at its sole discretion, seek appropriate advice from third parties.

10. Changes & Alterations to Policy

10.1. Wombat Servers may alter this Customer Relationship Agreement at any time. Changes will be made available via the Wombat Servers website. Changes made shall become effective immediately once revised Terms are published.

10.2 Should the Customer decline to agree to the revised terms, a cancellation may be requested in accordance with the Provider's Terms of Service.

10.3 Wombat Servers agrees that all policies, including this document, will be available for both existing and prospective customers via its website.

11. Aggregate Agreement

11.1 These terms and conditions represent a formal contractual agreement between Wombat Servers and the Customer.

12. Governing Non-exclusionary Law

12.1 The Customer agrees to act within the bounds of all local, state and federal laws relevant to the Services delivered by Wombat Servers.

12.2 The Customer acknowledges that this document, as well as other terms and policies published by Wombat Servers, are governed by the laws and regulations of Belize.