

## HOSTING SERVICE LEVEL AGREEMENT

This Hosting Service Level Agreement (SLA) applies to you ("the Client") if you have ordered any of the following hosting account services (aka "Packages") and your account is up to date:

- Hosting Only
- Start Up
- Business
- Commerce

The term "Service Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the content of client's service is available for access by third parties via HTTP, FTP, SMTP, POP3 and/or IMAP as monitored by First Class Web Design.

### 1. Service Level Aim

First Class Web Design aim to achieve 100% Service Availability for all clients.

### 2. Remedy

Subject to Sections 3 and 4 below, if the Service Availability of the Client's Services is less than 99% in any month, First Class Web Design will issue a credit to the Client in accordance with the following schedule, with the credit being calculated on the basis of the monthly service charge for the affected Services: -

Service Availability	Credit Percentage
99% to 100%	0%
95% to 98.9%	25%
90% to 94.9%	50%
89.9% or below	100%

### 3. Exceptions

The Client shall not receive any credits under this SLA in connection with any failure or deficiency of Service Availability caused by or associated with:

3.1 circumstances beyond First Class Web Design's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software (including, without limitation, e-commerce software, mail server software, content management software, helpdesk software, payment gateways, chat, statistics or free scripts) or inability to obtain supplies, or power used in or equipment needed for provision of this SLA;

3.2 attacks by viruses or hackers, including Distributed Denial of Service (DDoS) attacks against First Class Web Design's network.

- 3.3 failure of access circuits to the First Class Web Design network, unless such failure is caused solely by First Class Web Design;
- 3.4 scheduled maintenance and system upgrades, or emergency maintenance;
- 3.5 DNS issues outside the direct control of First Class Web Design;
- 3.6 false SLA breaches reported as a result of outages or errors of any First Class Web Design monitoring system;
- 3.7 Client's acts or omissions (or acts or omissions of others engaged or authorised by the Client), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, etc), any negligence, wilful misconduct, or use of the Services in breach of First Class Web Design's Terms and Conditions;
- 3.8 DNS (Domain Name Server) Propagation.
- 3.9 outages elsewhere on the Internet that hinder access to your account. First Class Web Design is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. First Class Web Design will guarantee only those areas considered under the control of First Class Web Design: First Class Web Design's servers and First Class Web Design's routers.

#### **4. Credit Request Procedures**

In order to receive a credit, the Client must make a request for credit by email or post to First Class Web Design. Each request in connection with this SLA must include customer's website address and the dates and times of the unavailability of customer's Service and must be received by First Class Web Design within ten (10) business days after customer's Service was not available. If the unavailability is confirmed by First Class Web Design, credits will be applied within two months after First Class Web Design's receipt of the Client's credit request.

The total amount credited to the Client in a particular month under this SLA shall not exceed the total hosting fee paid by the Client for such month for the affected Services. Credits are exclusive of any applicable taxes charged to customer or collected by First Class Web Design and are the Client's sole and exclusive remedy with respect to any failure or deficiency in Service Availability.

#### **Changes to this Service Level Agreement:**

First Class Web Design reserves the right to add, delete, or modify any provision in this SLA at any time. Clients will be notified of any changes to this SLA and may then choose to continue to accept the terms and conditions or opt out of any ongoing agreement by notifying First Class Web Design within 30 days of notification of the change to the SLA either by email or by registered letter.

This SLA will always be available to download from our website.