

Uptime Service Level Agreement (SLA) Agreement

As used in this Agreement, "us" and "we" means Host Geek and "Customer", "you", or "your" means you. When placing an order on our website, by ticking the Terms and Conditions box, you acknowledge that you have read the Agreement, and you agree to its terms and conditions and all policies posted on the Host Geek web site. As referred to in this Agreement, "Site" refers to a World Wide Web site and "Host Geek Site" refers to the Site located at the URL <http://www.hostgeek.com.au>, or any other successor Sites owned or maintained by Host Geek.

Here at Host Geek we strive to achieve 100% web site availability for all customers. We have put this service level agreement (SLA) in place to provide assurances to our customers that we are confident that we can meet our claims, and if we can't, that we will provide compensation to our customers as set out in this document.

- open a support ticket through the approved channels with Host Geek within 7 days of the fault occurring requesting credit as set out in the table above.

Credits will be paid within 7 days after the end of the current calendar month.

Credit Table

Website Availability	Credit
99.9% – 100% 0 to 43.2 minutes	0% credit
98% – 99.9% 43.2 mins to 14 hrs 24 mins	15% credit
95% – 97.9% 14 hrs 24 mins to 36 hrs	30% credit
90% – 94.9% 36 hrs to 72 hrs	45% credit
89.9% or less more than 72 hrs	60% credit

Credits will be applied in the form of credits placed on the user's account which will be automatically deducted off the customer's next invoice. Credits will not be paid out to the customer in any other way. No credit will be paid if your account is not up to date.

Credits will be paid for multiple accounts owned by the customer that were disrupted by the outage, provided the customer informs Host Geek of the domain names for all accounts that were affected.

The SLA credit table applies to all hosting plans provided by Host Geek.

All percentages listed in the table above are a percentage of the monthly service fee paid by the customer for each account that they hold with Host Geek.

All availability figures are calculated off a 30 day month, and shall be rounded up to one decimal point.

No other compensation will be paid, for example compensation will not be paid from lost business arising from any outages from Host Geek' services.

Credits are only payable to customers if the following conditions are met:

Free and sponsored accounts are not eligible to receive any credit for any outages.

- you are a current customer with an active service that is not past its due date;
- you hold either a shared hosting account, reseller hosting account, business hosting account or virtual dedicated server with us;
- all of the other conditions on this page are met.

Only data taken from our measurement systems will be used to determine the actual uptime rate of our servers.

We shall not pay any credits as per this agreement in connection with any problems with our services caused by or associated with:

In order to be eligible for credit, the customer must:

- notify us of the problem, including a thorough description, during the outage, or as soon after as can be reasonably expected;
- circumstances beyond Host Geek' reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;
- scheduled maintenance, including emergency maintenance and system upgrades;

- false error reporting by our measurement tools;
- issues with FTP, POP, IMAP, SMTP, SSH, or other non-standard/custom software;
- customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, PHP, etc), any

negligence, wilful misconduct, or use of the Services in breach of Host Geek' Terms of Service;

- DNS (Domain Name Server) Propagation;
- Outages elsewhere on the Internet that hinder access to your account. This guarantee only covers areas considered within Host Geek' control: Host Geek' servers and network equipment.