

## Service Level Agreement. (SLA)

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### COVERAGE

This web site availability service level agreement (SLA) applies to you if you have ordered any hosting plan ("service") and you are in good financial standing with Safitech.

### SERVICE LEVEL

Safitech endeavors to have http and pop3 service connectivity access available by third parties 99% of the time for Safitech managed servers. Unmanaged dedicated servers and virtual servers within Safitech's network infrastructure will be guaranteed the same service level of 99% for power and core network connectivity to third parties. Safitech is not to be held liable for service outages external to its own core network infrastructure and services.

### MONTHLY UPTIME

99% Uptime Guaranteed

98% to 99% uptime is valid for a 25% refund of that month's service affected by the outage.

97% to 98% uptime is valid for a 50% refund of that month's service affected by the outage.

96% to 97% uptime is valid for a 75% refund of that month's service affected by the outage.

95% to 96% or less uptime is valid for a full refund of that month's service affected by the outage.

### CREDITS

In the event that there is no service availability, Safitech will credit the monthly service charge for the service as calculated above and as measured 24 hours a day in a calendar month. The maximum credit is not to exceed the monthly service charge for the affected month:

In order for you to receive a credit on your account, you must request such credit within seven (7) business days after you experienced web site unavailability so that we may check our stats. You must request such credit from our billing department via our email helpdesk. The message must contain your domain name, the dates and times of the unavailability of your web site, and such other customer identification as may be requested by Safitech. If valid, credits will be applied within sixty (60) days of your credit request.

Credit to your account shall be your sole and exclusive remedy in the event that there is no service availability.

Unmanaged servers who experience operating system, application, or configuration errors and problems do not fall within creditable downtime.

### REFUNDS

No Refunds on hosting services are to be given once an account's 30 day money back guarantee has expired. No refunds for development services will be issued after completion excluding exceptional circumstances which are at Safitech's discretion.

## RESTRICTIONS

Credits shall not be provided to you in the event that you have no web site availability resulting from (i) scheduled maintenance, (ii) your behavior or the performance or failure of your equipment, programs or applications, or (iii) circumstances beyond Safitech's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, DDoS attacks (distributed denial-of-service), unavailability of interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of your Web Site.

## LIMITATIONS

Online problems occur continuously. There might be times when you cannot access your website or any other service. This is not necessarily due to Safitech. Your ISP may experience technical difficulties, or there might be a routing problem between your ISP and the data center utilized and maintained by Safitech, making communication difficult or impossible. We cannot bear the responsibility of such problems. Our independent monitoring agents determine the uptime of our service and are thus to provide the applicable measurement of website availability, not any individual client experience.

## BACKUP AND RESTORE

Safitech is not responsible for the backup or restoration of data to a leased dedicated or virtual server, unless explicitly stated in an individual agreement or unless Safitech has been specifically contracted to do so. We strongly recommend that you purchase backup options for your server, and keep copies of your data off-site for emergency purposes. If hardware failure and data loss occur, you the client are responsible for data restoration. Safitech shall not be liable for the loss of data under such circumstances.

## HARDWARE REPLACEMENT

Hardware replacement will occur within 8 hours of the reported problem. Safitech will refund 10% of the monthly fee per additional 4 hours of down time (up to 100% of customer's monthly fee). In order to reduce replacement hardware downtime, we keep a certain quantity of pre-built systems on hand to swap out hard disks so that your server can be backed up in the shortest amount of time. For hard disk failures, we retain pre-installed drives with our standard partitioning for immediate deployment. In order to request an SLA hardware violation credit, you must contact our sales department via our helpdesk within 7 days of the reported violation.

## VIOLATIONS

SLA violations will be reviewed by our personnel Monday - Friday 9AM to 5PM. Hardware related SLA violations are not included under the network SLA terms.

*For further explanation of any portion of this document, and the terms set herein, or to determine whether your intended activities are permissible under the terms of this document, contact us via email at [legal@safitech.com](mailto:legal@safitech.com). This policy may be modified from time-to-time. Customers should monitor <http://safitech.com/policies> page for changes, which become effective immediately upon posting. Variations to this policy are not permitted. Any variation presented by anyone, whether they are an official representative of Safitech or not is invalid. Safitech is not required to send notifications of policy updates.*