



Website hosting

Service Level Agreement (SLA)

Coverage and Terminology

This Service Level Agreement (SLA) applies to the customer or party or parties (“You”, “Your”) who hold a current account with any of the Web Hosting (the “Services”) services from Digital Journey Pty Ltd trading as Distl (“Distl”) and your account is current (i.e., not past due) with Distl. As used herein, the term “Web Site 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 customer’s Web site is available for access by third parties via HTTP and/or HTTPS, as measured by Distl.

Technical Support

Distl will provide You with technical support for setup of your account, access basic site set and other related issues at no additional charge. Distl will not provide development-related support for web applications, scripts or components from third parties, scripts of installable applications from our Application Vault, or those developed by You.

Business Hours: Ticket Support is available 24 hours a day [Excluding Public Holidays].

Phone support is available Monday to Friday from 8:30am to 5:00pm AWST [Excluding Public Holidays].

Distl’s target response time to technical support requests is less than one hour. The response time depends on the complexity of the enquiry and current support request volumes.

Non-Business Hours:

Distl does not guarantee support outside of business hours. For critical issues, please email help@distl.com.au and we will respond asap.

Please note that any support outside of business hours for all Non-Critical issues, including subscriptions that have “extended support”, will incur a fee of \$300 +GST per hour (minimum is one hour charge).

Service Level

Objective:

Distl aims to achieve 100% Web Site Availability for all customers.

Remedy:

Except under the conditions mentioned in the next section below, if the Web Site Availability of customer’s Web site is less than 100%, Distl will issue a credit to You according to the following table:

	Total Downtime	Credit Percentage
99.99% to 100%	0 to 44 minutes	0%



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98% to 99.99%	44 mins to 14 hrs 53 mins	15%
95% to 97.99%	14 hrs 24 mins to 37 hrs 12 mins	25%
90% to 94.9%	37 hrs 13 mins to 74 hrs 24 mins	50%
89.99% or below	more than 74 hrs 25 mins	100%

The credit will be calculated based on the monthly service charge for the affected services.

Maintenance Procedure

Distl will do its best to announce any scheduled maintenance at least 24 hours ahead of time to the customer.

Distl reserves the right to perform emergency maintenance without any prior notification, should it be deemed necessary to protect and maintain the security and integrity of the Service.

Conditions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Web Site Availability caused by or associated with:

1. circumstances beyond Distl hosting'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, 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;
2. failure of access circuits to the Distl's Network or it's upstream providers, unless such failure is caused solely by Distl;
3. scheduled maintenance and emergency maintenance and upgrades;
4. DNS issues outside the direct control of Distl;
5. issues with FTP, POP, IMAP, or SMTP customer access;
6. false SLA breaches reported as a result of outages or errors of any Distl's measurement system;
7. 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, ASP, etc), any negligence, wilful misconduct, or use of the Services in breach of Distl's Terms of Service and Acceptable Use Policy;
8. e-mail or webmail delivery and transmission;
9. DNS (Domain Name Server) Propagation.
10. Outages elsewhere on the Internet that hinder access to your account. Distl is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Distl will guarantee only those areas considered under the control of Distl : Distl server links to the Internet, and Distl's servers.



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Please note: Server downtime is not recorded, and no credit is issued during scheduled or emergency system maintenance. Outages caused by the actions beyond Distl's control including, but not limited to DoS attacks or other forms of intrusion are excluded from the uptime/downtime calculations.

To guarantee optimal performance of the hosting infrastructure, it is necessary for Distl to perform routine maintenance on the servers. Such maintenance often requires taking Distl web and email servers off-line, typically performed during off-peak hours. Distl will give you advance notice of maintenance requiring the servers to be taken off-line whenever possible. Distl reserves one hour of Service unavailability per month for maintenance purposes. Such unavailability is not included in the Service Availability calculation.

Credit Request

To receive a credit based upon SLA performance, send an email or written credit request to the Accounts Department (accounts@distl.com.au). You must provide your Account ID and all dates and times of server or network unavailability. Credit requests must be received by the Accounts Department within 30 days of the end of the month for which you are requesting a credit. If the unavailability is confirmed by Distl, credits will be applied within two billing cycles after Distl's receipt of customer's credit request. Credits are not refundable and can be used only towards future billing charges. Notwithstanding anything to the contrary herein, the total amount credited to customer in a particular month under this SLA shall not exceed the total hosting fee paid by customer for such month for the affected Services. Credits are exclusive of any applicable taxes charged to customer or collected by Distl and are the customer's sole and exclusive remedy with respect to any failure or deficiency in availability of the customer's services.

Note: Credits are not refundable and can be used only towards future billing charges within your Distl account.
