

# Table Of Contents:

- Definitions
- Service Level Agreement
- Exclusions
- Credit Request & Payment Procedures
- Maintenance Procedures
- Member Support

## 1. DEFINITIONS

In this document, the following words have these meanings:

- "You", "Your", "Customer", "Member(s)", or "User(s)" means a "Subscriber" to the Service, or any person who accesses the Service using the subscriber's access details;
- "Service" or "Service(s)" means any product(s) or services(s) the Customer has ordered for use.
- "LNS WEB HOSTING", "We", "Us", "Our" means LNS Web Hosting (ABN 57 679 004 824).
- "ToS" means Terms of Service.
- "AUP" means Acceptable Use Policy.
- "SLA" means Service Level Agreement.
- "Agreement(s)" means "ToS", "AUP", "SLA" and "Privacy Policy".
- "Members Area" or "Client Area" means our online portal to manage all Services and not limited to the members domain name(s), web hosting, dedicated servers, and security certificates, direct access to the LNS WEB HOSTING Members Area: <https://www.clients.lnshosting.com/>
- "Website" means [www.lnshosting.com](http://www.lnshosting.com)
- "Downtime" means the total duration per month where hosted services experience operational or access issues that are the result of issues within the LNS WEB HOSTING network or on LNS WEB HOSTING maintained hardware and are not due to scheduled maintenance or issues as outlined in the "Exclusions" section of this SLA.
- "Scheduled maintenance" is where a hosted service may be inaccessible due to hardware or software maintenance or upgrades required to maintain LNS WEB HOSTING's up time guarantee.
- "Month" means a full calendar month i.e. January 1st to January 31st.

---

## 2. SERVICE LEVEL AGREEMENT

LNS WEB HOSTING guarantees 99.9% service (http, https, ftp, pop, imap, smtp) uptime on all web hosting plans. Should we fail to deliver this for any given calendar month, your account will be refunded a prorated amount for the duration of excessive downtime.

<b>Availability (%)</b>	<b>Credit</b>	<b>Downtime</b>
99.9 - 100	0%	0 to 43.2 minutes
98 - 99.8	10%	43.2 mins to 14 hrs 24 mins
94 - 97.9	25%	14 hrs 24 mins to 36 hrs
90 - 94.9	50%	36 hrs to 72 hrs
89% or below	100%	more than 72 hrs

If the uptime guarantee of a web site is less than 99.9%, LNS WEB HOSTING will issue credit to the hosting member in accordance with the above "Service Level Agreement" credit schedule, with the credit being calculated on the basis of the monthly service charge for the affected service.

---

### **3. EXCLUSIONS**

**Scheduled Maintenance** - Our systems will require periodic maintenance and upgrades that may or may not result in services being unavailable for certain periods. This is part of our continuing commitment to providing our members with the highest quality services available.

Outages caused by the actions beyond LNS WEB HOSTING's control (including, without limitation, acts of any governmental body, war, terrorism, or "Acts of God" (e.g. fire, tornado, flood, earthquake), including but not limited to Scheduled Maintenance or Service Downtime; DoS attacks or other forms of intrusion are excluded from the uptime/downtime calculations, applications, equipment or facilities of a member or acts or omissions by a member; DNS issues not within the Company's control; and/or member acts, such as liken scripts or misconduct or use of the service in each of the LNS WEB HOSTING's other terms of service, including the Acceptable Use Policy and Privacy Policy and any additional terms and conditions established by LNS WEB HOSTING.

This Service Uptime Guarantee does not cover service downtime caused by problems related to;

- customer's local area network;
- customer-provided Internet connectivity or end-user software;
- anything inside customer's internal network, including, but not limited to, firewall configuration and bandwidth to internet, local area workstations, servers, software, and configuration;
- DNS issues outside the direct control of LNS WEB HOSTING;
- DNS (Domain Name Server) Propagation;
- outages elsewhere on the Internet that hinder access to your account. LNS WEB HOSTING is not responsible for browser or DNS caching that may make the Web Site appear inaccessible when others can still access it. LNS WEB

HOSTING will guarantee only those areas considered under the control of LNS WEB HOSTING: LNS WEB HOSTING server links to the Internet, LNS WEB HOSTING network hardware, and LNS WEB HOSTING servers.

---

#### **4. CREDIT REQUEST & PAYMENT PROCEDURES**

In order to receive a credit, member must submit a request directly to via the LNS WEB HOSTING member's area. Each request in connection with this SLA must include the dates and times of the unavailability of member's service and must be received by LNS WEB HOSTING within fifteen (15) business days after member's service was not available. If the unavailability is confirmed by LNS WEB HOSTING, credits will be applied within 30 days after LNS WEB HOSTING's receipt of member's credit request. Credits are not refundable and can be used only towards future billing charges.

The total amount credited to member in a particular month under this SLA shall not exceed the total hosting fee paid by member for such month for the affected services. Credits are exclusive of any applicable taxes charged to member or collected by LNS WEB HOSTING.

---

#### **5. MAINTENANCE PROCEDURES**

- LNS WEB HOSTING will do its best to announce any scheduled maintenance at least 24 hours ahead of time to the customer.
  - LNS WEB HOSTING 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.
- 

#### **6. MEMBER SUPPORT**

LNS WEB HOSTING will provide you with technical support for the setup of your hosting account at no additional charge. LNS WEB HOSTING will not provide development-related support for web applications (ie. WordPress, Joomla), scripts or components from third parties, scripts of installable applications from our Application Vault, or those developed by you.

- Ticket Support is available 24/7.
- Phone Support is available Monday – Friday 9:00AM to 011:00PM AEST (excluding public holidays).
- Live Support is available Monday – Friday 9:00AM to 011:00PM AEST (excluding public holidays).

LNS WEB HOSTING's target response time to technical support requests is less than 20 minutes. The response time depends on the complexity of the enquiry and current support request volumes.