

WebHostingM Service Level Agreement

Overview

This WebHostingM Service Level Agreement ("SLA") is a policy governing the use of our services and applies separately to each account using the services. In the event of a conflict between the terms of this SLA and the terms of the referenced in our [WebHostingM Customer Agreement](#) or other agreement with us governing your use of our Services (the "Agreement"), the terms and conditions of this SLA apply, but only to the extent of such conflict.

Capitalized terms used herein but not defined herein shall have the meanings set forth in the Agreement.

WebHostingM may make changes to the Service Level Agreement from time to time. When these changes are made, WebHostingM will make a new copy of the Service Level Agreement available on [this page](#)

WebHostingM will also notify you of any substantial changes on the email address provided by you during the registration process, and give you the opportunity to terminate your contract with us should you not agree with these substantial changes. you understand and agree that if you use the Services after the date indicated in the said email, WebHostingM will treat your use as acceptance of the updated Service Level Agreement.

Standard Level of Service (Service Standard)

WebHostingM goal is to ensure that our services are available **96.9% of the time (averaged over 10 minutes)** to customers twenty-four hours a day, seven days per week, and 365 days per year (Service Availability).

Please note that Service Availability refers to WebHostingM Console and related services and in no case we are guaranteeing here the Service Availability of our Partner Cloud Providers (see third party SLAs in Clause 4 below).

WebHostingM offers standard support and you can see the live chat and ticketing system options at [this page](#).

Chat Service is intended to provide an interactive method to request and receive basic information and troubleshooting assistance on a first-come, first-served basis. Particularly, and to avoid clogging the live chat system, interactive support sessions are subject to a maximum duration time depending on the support plan level you are in:

- **Complimentary Support Plan** – 15 minutes max chat duration
- **Business/Priority Support Plan** – 30 minutes max chat duration
- **Enterprise Support Plan** – No limit (*chat offered via Private Slack channel*)

Live chat is never intended to be used to resolve technical issues that needs 3 minutes to be resolved.

WebHostingM goal is to respond to any request through these channels within five minutes (**Response Time**). When a technical chat duration goes above the limits set in this document, our live chat agents will create a ticket with all information provided during the chat session to be followed up by our senior engineers via our Ticketing System.

As with the standard support options, the Response Time goal is a time to acknowledge and “work started” only, not a time to resolve.

Expected response times for tickets presented by Customers or created on the Customers' behalf by our agents are as follows:

High Priority Tickets (instant live chat available 24x7x365)

- **Complimentary Support Plan** – 30 minutes
- **Business/Priority Support Plan** – 15 minutes
- **Enterprise Support Plan** – 5 minutes

Normal Priority Tickets (instant live chat available 24x7x365)

- **Complimentary Support Plan** – 55 minutes
- **Business/Priority Support Plan** – 30 minutes
- **Enterprise Support Plan** – 15 minutes

Our response time goal is the time it takes to acknowledge and have the “work started” status only, not the time it takes to resolve the issue in question.

High priority tickets must be related to events that render customer's infrastructure and/or services unusable/inaccessible. Other type of events rated as high priority by customers and that don't match this description will be demoted to normal priority by WebHostingM's personnel and treated accordingly.

Enterprise Support Plan is offered from Sunday to Saturday, 24 hrs per day all year round. Customers who have signed up for our Enterprise Support Plan are offered two additional support options, a private Slack channel and phone support.

WebHostingM realizes that our Service Availability and Response Time goals may not always be met.

Accordingly, the following sets out credits should we fail to meet the Service Availability or Response Time goals.

Service Commitments and Service Credits

We will apply any such credits only against future payments otherwise due from you. At our discretion, we may issue the SLA Credit to the credit card you used to pay for the billing cycle in which the unavailability occurred. SLA Credits will not entitle you to any refund or other payment from us.

An SLA Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (**\$1 USD**), will not exceed 30% of Fees you have paid to us for the month in which we failed to meet the service standards, may not be aggregated, and will not be paid in cash.

SLA Credits may not be transferred or applied to any other account. Unless otherwise provided in the WebHostingM Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide service is the receipt of a SLA Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a SLA Credit, you must submit a claim by opening a case in the [Support Center](#).

To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

- the words "SLA Credit Request" in the subject line;
- the dates and times of each Unavailability incident that you are claiming;
- the affected website or server IDs; and
- your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the monthly uptime percentage of such request is confirmed by us and is less than the service commitment, then we will issue the service credit to you within one billing cycle following the month in which your request is confirmed by us. your failure to provide the request and other information as required above will disqualify you from receiving a service credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of WebHostingM performance issues:

- features designated alpha or beta (**unless otherwise set forth in the associated documentation**),
- caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of our partner data-centers;
- that result from any actions or inactions of you or any third party, including failure to acknowledge a recovery volume;
- that result from your equipment, software or other technology and/or third party equipment, software or other technology (**other than third party equipment within our direct control**);
- that result from failures of individual instances or volumes not attributable to Region Unavailability;
- that resulted from abuses or other behaviors that violate the Terms of Service, Acceptable Use Policy and other Agreements that are present on our website;
- or that resulted from quotas applied by the system and/or listed in the control panel or customer portal;
- that resulted from actions or inactions of customer or third parties;
- that result from any maintenance as provided for pursuant to our Terms of Agreement;
- arising from our suspension and termination of your right to use a service.
- attributable to the acts or omissions of customer or customer's employees, agents, contractors, or vendors, or anyone gaining access to company's service by means of customer's authorized users' accounts or equipment; that result from any maintenance as provided for pursuant to [Terms of Service](#).

The logo for webhostingm, featuring the text "webhostingm" in white lowercase letters on a green rounded rectangular background.