

Standard Service Level Agreement

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#### 1. Overview

This document serves to describe the standard Serious.host service level agreement. The agreement pertains to web and Email hosting as well as VPS hosting.

# 2. General Company and contact detail

Serious Hosting (PTY) Ltd 2021/645742/07

support@serious.host

Website: <a href="https://serious.host">https://serious.host</a>

Support/Helpdesk email address: <a href="mailto:support@serious.host">support@serious.host</a>

For additional supporting documentation, please visit our comprehensive knowledge base at <a href="https://hostingsupport.co.za">https://hostingsupport.co.za</a>

In short, our service offering comprises:

- Hosting / Cloud services
- Mail Services (Roundcube)
- Virtual Server hosting and management

#### 3. Definitions

The following definitions apply when referring to:

**Application** means the source code and computer programs used by Serious.host to develop and maintain the hosting solution.

**HTML** (Hyper Text Mark-up Language) means the language used by browsers to render the content of web pages to users over the Internet or an intranet.

**Internet** means the worldwide connection of computer networks.

**Link** means the connection between one website and another.

**Maintenance** means all services relevant to the following (as and when required), but not excluding exceptions;

- Routine maintenance, security & software updates
  - Optional monthly extra (VPS)

**Self-managed** The client is responsible for the day-to-day management of hosting services. **Please refer to section 5 of this document for further details.** 

Serious.host means Serious.host (PTY) Ltd, its directors and employees.

**Billing** Client area for managing hosting account and related services.

**SQL** means Structured Query Language and refers to the Microsoft SQL database or other Relational databases like Oracle, MySQL and MSSQL. **Our infrastructure only supports MySQL**.

**URL** means Uniform Resource Locater and is the address of the website.

**User** means the person that will use the application or solution.

Web Browser means the software available to browse the content of a web page.

Examples include Microsoft Internet Explorer, Chrome, Firefox.

**Web Page** means the contents of a web browser window.

**Web Site** means the collection of web pages that constitute an application or solution **PHP** PHP was originally an abbreviation of Personal Home Page, but it now stands for the recursive initialism *PHP*: *Hypertext Preprocessor*. (A programming language used to code websites. Common frameworks such as WordPress uses this.)

**Command Prompt** the input field in a text-based user interface screen for an operating system (OS) or program

**VPS** Virtual Private Server, aka dedicated virtual server

**OS** Operating system for Linux

# 4. Serious Support

Serious.host will respond to requests based on the severity of the request.

Service outages of any type always receive top priority followed by service-degrading factors and general questions about server management and third party applications.

This ensures every customer will receive the best support during the appropriate situation. Our experienced support team can be reached via email and ticket support from 08h30 - 16h30 SAST, Monday through Thursday and 09h00 - 16:00 on Friday.

The following categories of severity will be adhered too.

	Type of Request	Response Time
•	Emergency	4 hours or less
•	High priority	8 hours or less
•	Normal priority	24 hours or less
•	Low priority	48 hours

Serious.host undertakes to attend to the request within the timeframes provided. A request needs to be logged with the helpdesk at which point the response will begin.

Support issues reported via email or our trouble ticketing system **outside of our standard support hours** will be responded to within a reasonable period, depending on the nature of the query.

#### What constitutes an emergency?

• When any of your web or Email hosting services seem to be "down" and you "ping" your domain via the command prompt (Windows) or terminal (Mac) and a "General failure" or "Request timed out" message is returned.

#### What falls under high priority?

 Your website displays a 500 error and you are not able to find any solution on our knowledgebase and have exhausted all online tutorials or your Emails fail to connect via your mail application even though the webmail is accessible.



#### What are normal to low priority queries?

These are **not technical support related queries**, but rather enquiries regarding 3<sup>rd</sup> party applications (WordPress, WooCommerce, Outlook) or Email settings, etc. of which the answers can be found online, if not reflecting on our site or in our knowledgebase. We endeavour to update our knowledge base on a regular basis to ensure that help is available 24/7.

Where Serious.host will not be able to support the above response times for whatever reason, or where we are experiencing a shortage of staff because of annual leave or other factors, we will make alternate arrangements with the client in order to provide sufficient support.

## 5. Client's obligations

Please note: The below forms part of our self-managed service, but is not limited to:

- Setup and configuration of your client desktop software (Windows, Mac, Outlook, Thunderbird, Mac Mail). Paid assistance is available on request. Please see our costing structure (point 13).
- Setup and configuration of your phone or tablet.
- Resetting or changing your CMS passwords and those of the hosting panel, billing or e-Mail accounts.
- Creating mail accounts, changing your mail settings, limits or out-of-office replies.
- Registering and transferring domains
- Monitoring your disk space and/or inode usage, to ensure your website is fully functional and there is adequate space for incoming Emails.
- Periodic updates of CMS builder (WordPress, Joomla, etc.) and any related plugin / theme updates as well as publishing your website online.
- Managing PHP upgrades and PHP resource limits as specified by third party application developers.
- VPS clients should notify us within 7 days, after the VPS has been issued, of any technical issues. Paid support will commence after this period.

#### 6. Warranties

- Serious.host warrants that the application or solution provided will meet the
  specifications signed up for by the user. Should this not be the case, the user is
  required to notify us in writing as soon as reasonably possible to assist with any
  required changes, should the user not be able to amend these changes from
  within the billing or host panel themselves.
- Serious.host is confident that it has the appropriate skills, expertise and resources
  to provide the application or solution that the client requires. For this reason, we
  offer a 30-day money back guarantee, should you not be entirely satisfied with
  our offering or service levels.
- Serious.host warrants that in providing services to the client it will not unreasonably interfere with the client's day to day business activities and any interruptions will be communicated to the client in advance.

### 7. Liability and indemnity

Except where this document expressly states the contrary, Serious.host will not be under any liability to the client in respect of any indirect loss or damage, as a result of (but not limited to;

- Compromised passwords of,
  - Email account(s)
  - o Billing (client area)
  - Host Panel (DirectAdmin)
  - Website (CMS)
  - Database(s)
  - o FTP accounts
  - \*Managed VPS servers

All VPS hosting is **managed** by Serious.host.

This means that we are responsible for routine maintenance. This excludes the DirectAdmin panel license fee, panel security & software updates and the day-to-day

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management of your hosting account.

The DirectAdmin host panel is setup with a two (2) User license for Admin (Serious.host) and User (client), each with their own login credentials.

The client may now request support, should they require any assistance. Please see costing structure (point 13) for more details. Alternatively, clients can consult our comprehensive knowledge base to assist with the day-to-day management of their hosting services.

https://hostingsupport.co.za

# 8. Confidentiality

Both parties will keep confidential and secret all information of the other party and will not use such information except for the sole purpose for which it was disclosed. All information will be regarded as secret.

Confidentiality will survive the termination of the agreement, whether verbal or written.

### 9. Termination

By client;

- There are no fixed contracts for signing up with Serious.host and clients can terminate
  their services any time, however all outstanding fees should be paid if the client wishes to
  migrate their service away from Serious.host
  - Clients are also required to remove any hosting products from their billing, should they no longer wish to receive invoices from Serious.host
- Any refunds payable will exclude domain registration and DirectAdmin host panel fees.
   This includes the 30-day money back guarantee. Refunds will be processed in a timely manner and paid back to the client within 7 days from termination date.

By Serious.host;

We will only terminate client services if the client is in breach of our agreement that the
hosting services will be used for its intended purpose. Please see the Terms and
Conditions on our site at Serious.host

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Before termination, a client will be informed in writing of the intent to cancel their services
and the reasons for this. The client will be given adequate time to respond and find an
alternative, should the two parties not be able to resolve the matter.

### 10. Requests to put a hosting account on hold

Hosting services are either paid for and active or suspended/cancelled and therefore inactive due to non-payment. Unfortunately, we cannot keep an account active, without receiving payment for the services and any suspended/cancelled account's data will be removed from our server(s) after a period of 14 days.

# 11. Publicity

Serious.host will not, without written consent (which shall not be unreasonably withheld) disclose that it is dealing or has had dealings with the Client. This includes providing your personal data to any third party without your explicit consent.

## 12. Hosting Environment

Serious.host agrees to provide the following services:

- Redundancy. At least two (2) servers are used in conjunction on more than one location, to ensure that website content will still be served, should one server fail.
- Backups are stored off-site, i.e. not on the web/mail server itself. Although great
  care is taken to ensure that scheduled backups run as planned, clients are
  encouraged to also take their own backups on a regular basis.
- Disaster Recovery
  - In the unlikely event of a COMPLETE disaster at the primary premises, recovery from a total application loss, all DNS registrations will have to be re-executed. Due to the global propagation, nature of this process recovery could be delayed by up to 48 hours.
- Services
  - The following are some standard services we will be providing on our Linux



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#### servers.

- Web Services
- SMTP/POP/IMAP/ email services
- FTP Service
- MySQL Server
- More online at https://www.serious.host
- No guarantees are provided with regards to bandwidth. We are part of a larger infrastructure that varies in activity. We are, however, confident that we meet and often exceed industry standards.
- All information is treated as confidential. This includes the files, client details, data and other information. No information is shared, sold, or exposed by Serious.host in any way unless requested by the client in writing.
- Where possible all software security patches get applied and procedures are followed to ensure the highest level of security and uptime can be guaranteed.
- Due to the nature of the Internet and the Linux platform, Serious.host is not responsible for any breaches in security of those systems. We will however respond diligently to any possible threat.

Where not otherwise specified, either party requires a 30-calendar day cancellation notice.

### 13. Costing structure

Standard costing will include the following line items. These fees are only payable where and/or when required.

#### Remote desktop support (15 minutes)

Email setup and troubleshooting

R150.00

#### Additional services for VPS server (managed)

DirectAdmin Panel installation (once-off)

R450.00

DirectAdmin Personal license (2 User/monthly)

R100\*\*

#### • Optional services for VPS server

0	Support on demand (15 min)	R150.00
0	Security & software updates (monthly)	R150.00

#### • Investigation fee

0	Request to investigate a compromised site	R450.00
	(hourly rate)	

#### • Migration fee

0	Fee payable for additional migration	R250.00
	(first migration free)	

• Publish site (Go live) R150.00

# 14. Version History

No.	Detail	Date	Rev. by	Version
1	Initial version	2023-05-04	Mvn	1.0
2	VPS terms and costing	2023-07-06	Mvn	1.1
3	Edited hours	09-08-2023	Mvn	1.2
4	Corrected date error	21-09-2023	Mvn	1.2

# 15. Implied acceptance of agreement

Your acceptance of this agreement is implied when you;

- Continue to make use of our services after sign-up, whether by yourself or via our assistance
- Log into your billing area on <a href="https://billing.serious.host">https://billing.serious.host</a>, or
- Access the host panel on <a href="https://\*\*\*.serious.host:2222">https://\*\*\*.serious.host:2222</a> to manage your services with Serious.host

#### Note:

- (7) \* Includes Linux distro (centOS), but excludes DirectAdmin license, security & software updates.
- (13) \*\* Amount adjusted monthly



- (14) All fees quoted incl. VAT
- (16) \*\*\* represents the server name, e.g. vps1, vps2, etc.

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