



Service Level Agreement

Coverage

This website availability Service Level Agreement is applicable to you if you have purchased ANY hosting plans, domain services, shared hosting services, dedicated servers, or any outlined service provided by us on 3WDirect owned websites["Service"] and you are in good financial standing with 3WDirect.

Service Level

3WDirect strives to have network connectivity available for http access by third parties 99.9% of the time ["Web Site Availability"].

Availability of Services

Subject to the terms and conditions of this agreement 3WDirect shall try its level best to offer the dedicated services throughout the term of this Agreement. You, however agree that from time to time the services may be inaccessible/ inoperable for any reason, including, without any limitation:

- equipment malfunctions; and
- causes beyond the control of 3WDirect or that are not reasonably foreseeable by 3WDirect, including, without limitation, failure or interruption of telecommunication or digital transmission links, network congestion, hostile network attacks or other failures; and
- periodic repair procedures or maintenance that 3WDirect may undertake from time to time.

You agree 3WDirect has no control of availability of services on a continuous and/ or uninterrupted basis.



You further agree that as a normal course of its business, it may be really necessary for 3WDirect to migrate its servers. As a result, even though you may have a dedicated IP, You may be assigned a different IP number. 3WDirect does not warrant that you will be able to consistently maintain your allotted IP numbers.

3WDirect offers a service uptime guarantee for the Services of 99.9% ("Service Uptime") of available time. If 3WDirect fails to maintain this level of service availability, you may contact 3WDirect for further follow up for that month. The credit may be used only for the purchase of further services and products from 3WDirect, (excluding applicable taxes), this service is not available for our dedicated server clients. The credit, however, does not apply to service interruptions caused by:

- errors caused by You from custom coding or scripting, at your end; or
- causes beyond control of 3WDirect or that are not reasonably foreseeable by 3WDirect; or
- periodic scheduled repairs or maintenance 3WDirect may undertake from time to time; and
- outages that do not affect the appearance of the website but simply affect access to the site such as email and FTP; or
- outages related to the reliability of certain programming environments.

FTP Backup

You agree and acknowledge that from time-to-time the FTP Backup services may be inoperable or inaccessible for any reason, including without any limitations whatsoever:

- periodic repairs or maintenance procedures that 3WDirect may undertake from time to time,
- equipment mal-functioning's
- causes beyond control of 3WDirect or that are not reasonably foreseeable by 3WDirect , including, without limitation, failure, interruption of digital transmission or telecommunication links, network congestion, hostile network attacks, or other failures.



Storage and Security

At all times, you shall bear full risk of damage and loss to your website and all of your website content. You are entirely responsible for maintaining the confidentiality of your password and account information. You agree you are solely and exclusively responsible for all acts, omissions and use under and charges incurred with respect to your account or password or in connection with the Site or any of your web site content displayed, transmitted, linked through or stored on the Server. You shall be also being solely responsible for undertaking measures to:

- maintain independent archival & backup copies of Your site content,
- ensure the confidentiality, security and integrity of all Your site content transmitted through/stored on 3WDirect servers,
- ensure the confidentiality of your password.
- prevent any damage/loss to Your site content;

3WDirect'S RIGHTS

3WDirect explicitly reserves the right and sole discretion to:

- modify its pricing, if desired by 3WDirect from time to time;
- establish guidelines and limits concerning the use of the services;
- terminate Your use of services for use of our services to unnecessarily/illegally harass 3WDirect or third parties, non-payment of fees for our services, activities designed to embarrass, defame, harm, threaten, abuse, slander/ stalk third parties, activities prohibited by the laws of India and/or foreign territories in which You conduct business, activities designed to encourage unlawful behavior by others, such as terrorism, child pornography, hate crimes, activities that are tortious, obscene, vulgar, invasive of the privacy of a third party, ethnically, racially, or otherwise objectionable in the sole opinion of 3WDirect or declared by the law of land, activities designed to harm minors in any way, activities designed to impersonate the identity of a third party, and other activities whether lawful/unlawful that 3WDirect



determines, in its sole discretion, to be harmful to its other customers, reputation or operations;

- terminate Your use of services if Your use of services results in, or is the subject of, legal action or threatened or proposed legal action, against 3WDirect or any of its affiliates/partners, without considering for whether such legal action or threats or proposed legal action is eventually determined to be with/without merit; and
- terminate Your use of services at any time and for any reason if deemed reasonably necessary by 3WDirect.

Credits

In the unlikely event that there is no website Availability, 3WDirect will credit the monthly service fee for the Service as calculated below and as measured 24-hours a day in a calendar month, but this credit is not available for our dedicated hosting clients and the customers who have been in payment arrears, two or more times in the previous three transactions period, do not qualify for such credits, with highest credit not exceeding monthly service fee for the affected month:

- Website Availability Credit 95% to 99.4% = 25%
- Website Availability Credit 90% to 94.9% = 50%
- Website Availability Credit 89.9% or below = 100%

In order for you to receive a credit on your account, you are required to request such credit within seven (7) business days after you experienced no Website Availability. You must request credit by raising a ticket with the billing department through member's control panel. As a security measure, the body of this email message must contains your account number/domain name, the dates & times of unavailability of your website, and such other customer identification requested by 3WDirect. Credits will usually be executed within sixty (60) days of your credit request. Credit to your account shall be your exclusive and sole remedy in the event that there is no Website Availability.



Restrictions

Credits shall not be granted to you by 3WDirect in the event that you have no Website Availability as a consequence of

- (a) Scheduled maintenance,
- (b) Your behavior or the performance or failure of your equipment/facilities/applications or
- (c) Circumstances beyond 3WDirect's reasonable control, including, without limitation, acts of war, any governmental body, sabotage, insurrection, embargo, fire, flood, strike, act of god or other labor disturbance, delay or interruption in transportation, interruption, delay or unavailability of telecommunications or third party services (including DNS propagation), failure of third party hardware/software or inability to obtain raw materials, supplies or power used in or equipment needed for provision of your website.

3WDirect forbids the use of scripts or software run on its servers that cause the server to load beyond a reasonable level, as determined by 3WDirect.

You shall at all times use the services as a conventional and/or traditional web site Particularly by way of example and not as a limitation, you shall not employ our services as a storage or instrument for storing or placing archived files and/or material that can be downloaded through other web sites.

Support Boundaries: The LiveChat with customers/clients is only for basic help. Please do not provide your sensitive information to our agents/executives etc like login details, passwords, banking info etc on LiveChat. You may also not make any commitments on Livechat. All such commitments, disclosures and interactions with our team would solely be at your own risk and 3WDirect do not deem valid or vouch for the authenticity of all such interactions. 3WDirect recommends that for all complex and advanced issues customer duly raise a ticket by logging into their member control panels.



Limitations

Online issues and problems occur constantly. There might be occasions when you are unable to access your website or any other service. This is not necessarily due to 3WDirect. Possibly your Internet Services Provider (ISP) is experiencing technical difficulties, or there might be a routing problem between your ISP and 3WDirect, making communication difficult or even impossible. We cannot bear the responsibility of such problems and are not at all liable to lend ourselves to redressals of any sort. Our team of monitoring agents determines the uptime of our service, and not any single client's experience.