



# Service Agreements & SLA Guarantee

FIRSTPOINT IT has emerged as a premier hosting and managed service provider in Australia, serving businesses across the country. Our growth is attributed to the trust placed in us by our valued customers, who depend on our reliable support, accessibility, and responsive services. To uphold this trust, we have implemented robust guarantees to reaffirm our dedication.

## Money Back Guarantee

To foster confidence and satisfaction among our clients, FIRSTPOINT IT offers tailored Money Back Guarantees for different products.

### 100% Money Back Satisfaction Guarantee – Hosting

At FIRSTPOINT IT, we trust in our cutting-edge hardware, reliable customer support, and competitive pricing to meet your expectations. However, if any of our customers decide to cancel their service within the initial 10 days, we offer a complete refund on the service costs.

The following services are covered by a 10-day money-back satisfaction guarantee:

- Shared Web Hosting (Personal and Business)

### 100% Money Back Satisfaction Guarantee – Dedicated Servers and VPS

For dedicated servers and VPS, we offer a 10-day money back guarantee, excluding setup fees or custom solutions.

Please Note: The guarantee excludes SSL certificates, domain registrations, transfers, or renewals, as well as certain add-ons related to dedicated servers, VPS, or cloud products. The refund period begins upon activation of the service, encompassing free trial periods.

## Uptime Guarantee:

In the event of service downtime within FIRSTPOINT IT's scope, and not attributable to any service disruptions caused by customer applications, we offer pro-rated credits upon request to our billing team, based on the following criteria:

For Dedicated/VPS with 99.99% uptime:

- Less than 30 minutes: Zero Credit
- 30 to 60 minutes: 10% credit
- 1 hour to 3 hours 30 minutes: 15% credit
- Greater than 3 hours 30 minutes: 60% credit

For Web Hosting with 99.9% uptime:

- Less than 45 minutes: Zero Credit
- 45 minutes to 3 hours 30 minutes: 5% credit
- 3 hours 30 minutes to 7 hours 30 minutes: 10% credit
- 7 hours 31 minutes to 14 hours 30 minutes: 15% credit
- 14 hours 31 minutes to 1 day 12 hours: 25% credit
- Greater than 1 day 12 hours: 60% credit

## Customer Support Guarantee:

We guarantee prompt and efficient customer support to assist with any inquiries or issues.

Please be aware: Customers who have previously received refunds or have not been active within the last 90 days are not eligible for Money Back Guarantees.

To request credits under our guarantees, please reach out to our billing team within 10 days of any incident. Credits are not applied automatically and are subject to validation.

## Network Uptime Guarantee

1.1 Uptime Guarantee – Recognizing the significance of uninterrupted online operations for businesses, FIRSTPOINT IT ensures network uptime for all hosted services:

(99.99% for Dedicated/VPS/Cloud | 99.9% for Shared and Reseller Hosting).

1.2 Customer Compensation – In the event of FIRSTPOINT IT failing to fulfill this commitment, The Customer will be entitled to receive a credit applied to their account as per the terms specified in section 4.3 of this Service Level Agreement (SLA).

## Hardware Replacement

2.1 Three-Hour Replacement Guarantee – While FIRSTPOINT IT diligently monitors and maintains hardware quality and functionality; occasional hardware failures are inevitable. As a reseller for web hosting services, FIRSTPOINT IT promptly addresses hardware failures through its support channels and partners. Upon notification of a hardware failure through the appropriate support channels, FIRSTPOINT IT will endeavour to replace the faulty hardware within three (3) hours, subject to the following limitations:

2.1.1 – FIRSTPOINT IT retains the discretion to replace or repair hardware failures through its channel partners.

2.1.2 – FIRSTPOINT IT is not liable for data restoration and disclaims responsibility for any data loss resulting from hardware failure, replacement, and data restoration processes.

2.1.3 – FIRSTPOINT IT bears no responsibility for business losses or incurred costs due to hardware failure, downtime during replacement and data restoration, or data loss.

2.2 Customer Compensation – In the event of a failure to meet this guarantee, The Customer will receive a credit equivalent to 10% of the base monthly fee (hardware only) for the affected service, for each hour exceeding the two-hour guarantee, up to a maximum of 50% of the monthly fee. This credit will be applied to the account as an account credit.

## Exclusions

3.1 – As certain events may be beyond FIRSTPOINT IT's control or arise from planned or necessary actions, exemptions to this SLA include:

3.1.1 – Scheduled or urgent maintenance performed by FIRSTPOINT IT or its support channels on the service or accessing infrastructure.

3.1.2 – Compliance with recommendations from third parties such as emergency services.

3.1.3 – Actions or issues related to applications installed by The Customer or at the request of The Customer.

3.1.4 – Breach of FIRSTPOINT IT's Terms of Service or AUP.

3.1.5 – Failures occurring in equipment or networks beyond FIRSTPOINT IT's control.

## Claim Process

4.1 Claim Submission – To initiate a claim under this SLA, it must be submitted to FIRSTPOINT IT's billing department within 10 days of the incident.

4.2 Claim Validation – Claims will be cross-checked and verified using FIRSTPOINT IT's monitoring applications.

4.3 Claim Amount – Downtime durations and corresponding credits are calculated on a per-calendar-month basis. Please refer to our Uptime Guarantee and Credit Request table for specific details.

4.4 Credit Application – Any applicable credit will be automatically applied to the account as an account credit, which will be utilized for future invoices. Please note that credits are non-refundable.