

# REVOLUTION WEB DESIGN

## TERMS OF SERVICE:

Use of Revolution Web Design's service constitutes acceptance and agreement to Revolution Web Design's AUP (Acceptable Use Policy) as well as Revolution Web Design's TOS (Terms of Service). From herewith in this TOS, AUP, and SLA, the usage of "us", "we", "our", "ours" shall constitute reference to Revolution Web Design, the usage of "you", "your", "they", "them" shall refer to the client / customer of Revolution Web Design.

### Acceptance of Contractual Agreement:

1. Client agrees that by placing an order either by means of electronic ordering (web order form) or submitting a written contract, and receipt of such order by Revolution Web Design, that you are agreeing to our TOS, AUP, and SLA. No Modifications of said contract by customer is allowed.
2. Revolution Web Design will provide, and Customer will purchase and pay for, the Services, and service fees specified in the Order for the applicable Service Description. Customer acknowledges that the service, and service fees have been communicated to the customer, and that they are aware of all applicable charges as per contract, AUP, SLA, and TOS. Customer also understands that any promotional offers unless specified in contractual terms will not be applicable to their individual service.
3. In connection with any Hosting Services, if Customer's actual bandwidth usage in any month exceeds allotted amount, specified in Customer's contract, Customer will pay Revolution Web Design any additional fees as specified in the Service Description within three (3) days of invoicing period. Any BW overage bill not paid within three (3) days of invoicing will be subject the server and services to suspension.

### What may not be hosted on our network:

- Warez
- IRC
- Child pornography
- Copyrighted media, includes but not limited to: Video, Music, TV, Radio
- Hacking tools / material
- Anything that may harm us, the server, or anyone else (mentally, physically)

**Network Uptime** is the total time in a calendar month that Revolution Web Design network is available through the Internet, provided that Client has established connectivity. Revolution Web Design takes responsibility for Network availability within their network, however, we cannot be held liable for upstream problems, outside of our network. Our guarantee is that our Network will be available to clients free of Network Outages, that render 100% packet loss, 99% of each calendar month

**Network Outages** or Unscheduled Downtime is any unplanned or unscheduled interruption in Service availability during which Client is unable to access the services as

described in the section titled "Network Uptime" above. A Network Outage is defined as a period in which 100% packet loss to our network is experienced, which is determined to have been caused by a problem in Revolution Web Design's Network as confirmed by Revolution Web Design. Downtime or outages are measured as the total length of time of the unplanned interruption in service availability in a calendar month.

**Scheduled Downtime** is any Revolution Web Design scheduled interruption of Services, for the purpose of network upgrades, or replacement of any equipment in order to provide for you better service. Scheduled downtime occurs during notified downtime periods, with as much advance warning as possible via e-mail with a minimum of 12- 24 hours notice.

#### **SLA Network Violation Credit:**

Performance Credit exclusions: The following are excluded from the monthly calculation of Service Availability:

Scheduled downtime.

Problems outside of Revolution Web Design's network (upstream providers, or client's inbound connection) not effecting 100% loss to our network.

Interruptions or failure of individual service caused by client, their employees, client's customers, etc. to their service. These include inaccurate configuration, 3rd party software, client abuse or over utilization of resources, hacked servers, attacks, exploits, server hardware failures or other users on server to cause the server to overload which may cause downtime. We will do our best to remove such offenders immediately.

#### **Payment:**

Establishment of this service is contingent upon receipt of payment from Customer to Revolution Web Design. Subsequent payments are due on the anniversary date of the month for that month's service, unless customer requests all monthly payments to be consolidated to one specific billing date. Any additional services relative to a primary hosting account, will be prorated to the primary hosting account's monthly recurring billing date, along the following guidelines of prorating methodology: (total monthly fees divided by 30) times the number of days to monthly recurring billing cycle. Any setup fees will be charged full setup fee pricing, and are applied at time of initial request of such services.

#### **Terms Of Payment:**

Your website will not go live until you are fully satisfied with the site.

You will be invoiced from that date and payment is to be made within 7 days of the Invoice date.

Payment preferably received by cheque made payable to R. Baker

We reserve the right that in the event that the site cannot be completed for some time, due to the clients other commitments or similar, to invoice you at that point, and we will complete the site and make it live when the client is ready.

This effectively is if you need to put the creation process on hold for a number of months, or indefinitely, for whatever reason.

At four weeks from the date of invoice, if the invoice has not been paid, we will disable

the site until payment is received and cleared.

At eight weeks we reserve the right to sell the debt to an independent debt collection agency. From that point your dealings will be with the debt collection agency and not Revolution Web Design.

### **Delinquent Accounts:**

Revolution Web Design may temporarily deny service or terminate this Agreement upon failure of Customer to pay charges when due. Such termination or denial will not relieve Customer of responsibility for the payment of all accrued service fees, or any collection fees.

### **Account Cancellation:**

All requests for cancelling any service / services must be made in writing with at least 15 days notice but not more than 30 days prior written via email to **billing@revolutionwebdesign.co.uk** or alternatively via post.

### **Refunds and Disputes:**

All payments to Revolution Web Design are non-refundable. This includes any setup fees and monthly fees regardless of usage. All billing disputes must be reported within 30 days of the time the dispute occurred. Disputed charges to your credit card issuer, also known as charge backs, in Revolution Web Design's discretion which is valid, under the terms and conditions of our SLA, AUP, and TOS, will result in service interruption, and reconnection fees to restore the desired service.

### **Server Restore:**

Revolution Web Design shall not be liable for loss of data under any circumstance.

**Hardware replacement** will occur within 1 - 8 hours of the reported problem, Revolution Web Design will refund 5% of the monthly fee per additional 8 hours of down time (up to 100% of customer's monthly fee). In order to reduce replacement hardware downtime, we keep a small quantity of pre-built systems on hand to swap out Hard disks, so that your server can be back up in the shortest amount of time. For Hard disk failures, we keep pre-installed drives with our standard partitioning for immediate deployment. In order to request an SLA hardware violation credit, you must email **sales@revolutionwebdesign.co.uk** within 10 days of reported violation, . SLA violations will be reviewed by our personnel Monday - Friday 9AM to 5PM EST.

\*Hardware SLA violations do not cover network violation\*

## **Revolution Web Design**

November 2006