

## **Service Level Agreement**

### **1. Preamble to SLA**

Alton SA have extensive experience in web design, hosting and the providing of general web services, as well as the creation and supply of Mobile apps and multimedia related products. We are passionate about our business and commitment to our clients. We believe in building long term relationships and that the only way to make this possible is by ethical work, integrity and an open understanding of what is required from both parties in our contracts.

### **2. Undertakings and Acknowledgements**

2.1 Alton SA undertakes to use its reasonable endeavours to provide the Services to the Customer on a continuous basis and for the duration of the Customer's agreement with Alton SA.

2.2 Although Alton SA uses reasonable care and diligence to ensure that the Services are available, accurate, complete, correct, error free, secure, up to date, and reliable, the Services are rendered "as is" and "as available" and is used at the Customer's own discretion and risk.

2.3 Alton SA will provide accurate costing and timeline for quoted projects. Any deviation from the original proposal will be deemed additional work, which will be charged for, according to the current tariffs prevailing at the time. These deviations will also impact on time taken to develop the clients web site / Mobile app / multimedia.

2.4 Alton SA will quote accurate completion dates and adhere to these as far as possible, with overruns of intended completion dates communicated to the client as and when complications arise.

We have a 95% on time delivery record, with exceptions more often than not resulting from client driven scoping deviations and when working on inherited systems where complications could not be established at time of quoting.

### **3. Services**

In particular to this SLA, Alton SA provides web site development of Customer web sites external to our servers, that are controlled by individuals or companies

3.1 The Customer must not:

3.1.1 make any Misrepresentation;

3.1.2 post, upload or transmit any Abusive Content or Illegal Content by means of the Server or

through Alton SA's information and communications facilities;

3.1.3 replicate or store Abusive Content or Illegal Content on the Server;

3.1.4 perform System Abuse;

3.1.5 propagate, distribute, or transmit Harmful Code, whether or not damage is actually caused;

3.1.6 access any of the Alton SA or any third party hardware, software or network without authorisation or through hacking, password mining or any other means; or

3.1.7 duplicate copyright articles or plagiarize other web sites.

3.1.8 help any third party to do any of the above.

3.1.8 If Alton SA, in its sole and unfettered discretion, determines that the Customer has breached any of 3.1.1 to 3.1.8 above, Alton SA may exercise any rights it may have available to it in law, including (without notice) the right to terminate access to any Services, or suspend or terminate any Services.

3.2.0 The Customer will not receive any credit:

(i) if there is a degradation of the Service outside Alton SA's control,

(ii) during scheduled maintenance windows,

(iii) on the happening of a force majeure event, or

(iv) where the downtime is attributable to failure of access circuits to the Alton SA network, Domain Name Server issues outside the direct control of Alton SA, DNS propagation, negligent Customer acts or omissions or outages elsewhere on the Internet that hinder access to the Customer's hosting account.

Alton SA is furthermore not responsible for browser or DNS caching that may make the Customer's website appear inaccessible when others can still access it.

## **5. Acceptable use policy**

Users of Alton SA services are required to agree and conform to the Terms of Service and Acceptable Use policies as defined in the topics below.

Violations of these policies may result in loss of service or other disciplinary action.

Abuse and Spam - We have a strong position against unsolicited e-mail.

Adult Content - Certain content is better suited for web site development elsewhere.

Illegal content – AltonSA will not participate in the development of any systems that are deemed illegal in terms of South African Law. Failure to declare final intended use will render the project null & void, with any deposit and progress payments made up to the point of becoming aware of the transgression, will be forfeited by the client.

Security and Cracking - These abuses are taken very seriously. We will not be involved in developing such systems, nor allow them to be used on or through any of our services.

### **5.1 Spamming**

5.1.1 Spamming is forbidden. "Spamming" includes, without limitation, the transmission of unsoli-

cited communications through the Alton SA e-mail, instant messaging, SMS, chat rooms, discussion boards and similar facilities used for the purposes of communicating with other persons, creating false accounts for the purpose of sending Spam, sending unauthorized e-mail via open, third party servers, sending e-mails to users who requested to be removed from the mailing list and selling or exchanging the e-mail address of any person without that person's consent. Alton SA reserves the right to suspend or terminate the services in accordance with its General Terms should you breach this policy.

5.1.2 As an Alton SA customer, should you infringe this policy, you will be held liable for any costs incurred by Alton SA, both monetary and in reputation.

5.1.3 The use of any other service to make such a mailing or posting, with any reference to Alton SA services (including but not limited to mailboxes, autoresponders, and Web pages), shall also be grounds for account termination as described above.

5.1.4 This is our first and most stringently enforced policy. Abusive behaviour can severely damage an online reputation and business. We will not tolerate such incidents of abuse.

## **5.2 Adult content**

5.2.1 Our services are tuned for general purpose use. It is in the interest of efficiency and reliability to restrict these sites, in order to provide the best service for the majority of our customers.

5.2.2 Exceptions are made for educational sites.

5.2.3 Adult-oriented sites, designed for entertainment or commercial purposes, are not allowed on Alton SA servers, nor to be developed by our team. Forbidden sites include those that provide access to pornographic materials or nudity, whether for free or for payment, regardless of whether adult verification is used or not. For purposes hereof "pornographic materials" is assigned the meaning in the Films and Publications Act 65 of 1996 and "nudity" refers to a person's intimate parts, but excludes nakedness in a natural and non sexual context, such as breastfeeding.

5.2.4 If Alton SA in its sole and unfettered discretion determines that any customer content violates any law, including the Film and Publications Act, 65 of 1966 or this policy, it may:

5.2.4.1 Request the customer to immediately remove such content; and/or

5.2.4.2 Require the customer to amend or modify such content; and/or

5.2.4.3 Without notice, terminate access to any services and/or suspend or terminate any services; and/or

5.2.4.4 Without notice, delete the offending content; and/or

5.2.4.5 Notify the relevant authorities of the existence of such content (if required by law or otherwise), make any backup, archive or other copies of such material as may be required by such authorities, disclose such elements of the customer's data as may be requested by the authorities and take such further steps as may be required by such authorities.

## **6.0 Termination**

6.1 Termination by Alton SA: Alton SA may terminate any Services on three days written notice to the Customer at its address provided for the giving of notice wherein user has failed to abide by our Code of Conduct or fails to pay outstanding moneys in excess of 60 days from invoice.

6.2 Breach: If the Customer breaches any of the Alton SA Hosting Terms, Alton SA may, without prejudice to any other rights that Alton SA may have and without notice to the Customer,:

- (i) claim immediate payment of all outstanding charges due to Alton SA,
- (ii) terminate or suspend the Customer's use of any or all of the Services,
- (iii) terminate its relationship with the Customer or
- (iv) list the Customer with any credit bureau, Internet service provider list, or the South African Fraud Prevention Service and - the Customer expressly consents to this.

In all instances, Alton SA may retain all Services Fees already paid by the Customer and recover all of its costs associated (including legal costs on an attorney and own client scale) with the Customer's breach, whether incurred prior to the institution of or during legal proceedings, or if judgment has been granted, in connection with the satisfaction of the judgment.

6.5 Retention of hardware or software: Where Alton SA is in possession of any hardware or software belonging to the Customer as a result of Alton SA's provision of the Services to the Customer, and the Customer is in default of its payment obligations to Alton SA, Alton SA may retain the hardware or software pending the Customer's settlement of all amounts owed by the Customer to Alton SA. Where the Customer fails to make payment of all amounts owed to Alton SA within 60 days of any notice by Alton SA to the Customer, Alton SA may dispose of the property to defray any expenses as well as any amounts owed by the Customer to Alton SA.

6.6 Return of hardware or software: Where the Customer is in possession of any Alton SA hardware or software in consequence of the provision of a Service and the related Service terminates, the Customer will immediately return the hardware or software to Alton SA and may not retain it for any reason.

*Last updated: 11<sup>th</sup> January 2019*