

Hosting Service Level Agreement

Updated: March 2026

This is our standard Service Level Agreement (“SLA”) for hosting customers. This SLA forms part of the Website Hosting Terms and Conditions.

1. Guaranteed uptime

- 1.1. This guaranteed uptime service level applies to customers of the following services: Web Hosting, Business Hosting, and Managed WordPress Hosting.
- 1.2. Blake Mark Productions shall use commercially reasonable efforts to ensure that hosting services are available 24 hours a day, 7 days a week, 365 days a year, targeting a continuous network availability, up to 100%. (the “Uptime Service Level”)
- 1.3. For the avoidance of doubt, the Uptime Service Level describes the availability standard and applicable service credit remedies under this SLA and does not constitute a guarantee of uninterrupted or error-free service.
- 1.4. Servers shall be considered unavailable only during periods when the servers and/or connectivity are completely inaccessible, are severely degraded, or where major components of the servers are not operational and work cannot reasonably continue.
- 1.5. Servers shall not be considered unavailable during necessary or emergency maintenance, Customer-caused outages or disruptions, or outages or disruptions attributable, in whole or in part, to causes outside our reasonable control, including third-party infrastructure failures, upstream network outages, cyberattacks (including DDoS mitigation), or force majeure events.

2. Support response and fault resolution

- 2.1. In the event of an unexpected outage caused by a failure of a Blake Mark Productions system, we will acknowledge receipt of a support request within 2 hours, measured from the earlier of (i) the time when our monitoring systems alert our engineers or (ii) a support ticket being created by the Customer to report a service problem
- 2.2. Following acknowledgment, Blake Mark Productions shall use commercially reasonable efforts to provide a permanent fault correction within 2 business days.
- 2.3. Support under this SLA is provided on a commercially reasonable efforts basis and is limited to hosting platform and server-level issues only. No guaranteed response

times or resolution times apply outside of the commitments expressly set out in this SLA, unless otherwise agreed in writing.

3. Service credits

- 3.1. If availability falls below the Uptime Service Level in a given calendar month (a "Service Delivery Failure"), Blake Mark Productions shall provide Service Credits in accordance with this clause.
- 3.2. Service Credits shall be calculated at a rate of 5% of the total monthly Hosting Fee for every 30 minutes of Service Delivery Failure evidenced by the Customer.
- 3.3. For the purposes of this SLA, the monthly Hosting Fee shall be calculated as one twelfth (1/12) of the annual Hosting Fee, where hosting services are billed annually.
- 3.4. If Blake Mark Productions fails to achieve the support response or fault correction commitments set out in clause 2, such failure shall also constitute a Service Delivery Failure and Service Credits shall be calculated at a rate of 5% of the total monthly Hosting Fee for each failure.
- 3.5. The maximum Service Credit allowable in respect of any calendar month is limited to 100% of the total monthly Hosting Fee payable for the month in which the Service Delivery Failure occurred.
- 3.6. The Customer must notify Blake Mark Productions via support ticket within 7 days of a failure to meet either the Uptime Service Level or the support commitments in order to claim Service Credits.
- 3.7. Service Credits shall be calculated by Blake Mark Productions and shown as a credit held on account, which shall be deducted from the amount due on the Customer's next invoice. Blake Mark Productions shall not in any circumstances be obliged to pay any money or make any refund to the Customer.
- 3.8. The Customer acknowledges and agrees that the terms of this agreement relating to Service Credits do not operate by way of penalty and constitute a genuine attempt to pre-estimate loss.
- 3.9. The provision of Service Credits shall be the sole and exclusive remedy for a particular Service Delivery Failure, to the fullest extent permitted by law.
- 3.10. Credits may not be issued if the Customer's account is past due, suspended, or pending suspension, nor will Credits be issued in cases where the Customer is in breach of our Terms and Conditions of Service or Acceptable Use Policy, or where incidents arise from causes beyond our reasonable control.

4. Changes to this SLA

- 4.1. We may revise this Hosting SLA at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding.