1. Definition Of Terms

The following words and expressions shall have meanings hereby assigned to them except where the context otherwise requires: "Company", "us", "we" and "our" "Voyager", means Voyager Internet Limited; "You", "Your", means the party or parties who utilise services provided by Voyager Internet Limited.

2. Support Response Times

Voyager will respond to emergency faults 24 hours a day, 7 days a week, 365 days of the year within 30 minutes of a call being lodged with our operator. During standard support hours (Monday-Friday 8:00AM - 6:00PM NZST excluding public holidays), phone 0800 5000 24 and select 'support' when prompted. To lodge an after hours server fault, phone 0800 5000 24 and leave a message with the operator. The message should include full account name, your name, contact phone number, server id and a brief detailed message.

Emergency faults include:

- Virtual Machine & Associated Infrastructure Down Faults
- Packet Loss
- Routing Issues

Emergency faults cover virtual machine down and networking faults only and do not cover operating system / software / applications or associated issues

Voyager may reclassify any issues misclassified as falling into one of the emergency categories listed above, and such issues will not qualify for emergency treatment. All other support issues will be handled during Voyager's standard support hours (Monday-Friday 8:00AM - 6:00PM NZST excluding public holidays).

3. Network Availability

The company guarantees at least 99.99% network availability. Network availability is defined as the ability to pass incoming and outgoing TCP/IP traffic through the Company's network. Network availability does not include downtime caused by any factor(s) beyond the Company's control, including such factors as problems on domestic and international backbones or on the customer's portion of the network, denial of service or similar attacks directed at the Company servers or the Company's network.

3.1 Penalty For Non-Compliance

Upon your written or email notice to the Company, if network availability for the full month is below the guaranteed level, the Company will issue a refund to You according to the schedule below.

- Network Availability 99.90% - 99.99% - 5% of monthly fee credited
- Network Availability 99.80% - 99.89% - 10% of monthly fee credited
- Network Availability 99.70% - 99.79% - 15% of monthly fee credited
- Network Availability 99.60% - 99.69% - 25% of monthly fee credited
- Network Availability 99.59% or below - 50% of monthly fee credited

4. Virtual Machine Availability

The company guarantees at least 99.98% virtual machine availability. A virtual machine is considered available when it is:

- powered on;
- able to access data stores associated with the virtual machine;
- connected to the virtual switch and able to pass packets between the virtual switch and the virtual machine.

Virtual machine availablity does not include downtime caused by any software running on the virtual machine, including such software as operating system software, application software or any other software that runs on the virtual machine.

4.1 Penalties For Non Compliance

Upon your written or email notice to the Company, if virtual machine availability for the full month is below the guaranteed level, the Company will issue a refund to You according to the schedule below.

- Virtual Machine Availability 99.97% - 99.93% (10 - 30 minutes) - 10% of monthly fee credited
- Virtual Machine Availability 99.92% - 99.46% (30 - 240 minutes) - 25% of monthly fee credited
- Virtual Machine Availability 99.46%+ (240 minutes +) - 50% of monthly fee credited

5. Applying For A Refund

To receive a refund, send an email or written refund request to the Accounts Department. The Customer must provide an Account ID and all dates and times of server or network unavailability.

Refund request must be received by the accounts department department within thirty days of the end of the month for which you are requesting a refund.

6. Restrictions

Customers shall not receive any refunds under this SLA in connection with any failure or deficiency of virtual machine availability caused by or associated with:

- circumstances beyond the Company's reasonable control, including but not limited to, acts of any government body, fire, flood, earthquake, strike or other labour disturbance, interruption of / or delay in transportation, unavailability of / or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts);
- scheduled maintenance and emergency maintenance and upgrades;
- customers acts or omissions (or acts or omissions of others engaged or authorised by the Customer), including without limitation, custom scripting or coding (e.g., PHP, Perl, HTML, ASP, etc), any negligence, willful misconduct, or use of the Services in breach of the Company's Terms and Conditions and Acceptable Use Policy;
- DNS (Domain Name Server) Propagation;
- outages elsewhere on the Internet that hinder access to the Customer's account. The Company is not responsible for browser or DNS caching that may make your server appear inaccessible when others can still access it.