

TRANSLATION NOTICE

This document has been automatically translated from Polish to English using artificial intelligence for informational purposes only.

In the event of any discrepancies, inconsistencies, or conflicts between the English and Polish language versions of this document, **the Polish language version shall prevail and constitute the sole legally binding version.**

For official and legally binding information, users are advised to consult the original Polish language document.

Users who do not understand Polish are advised to seek independent legal advice before accepting these terms.

SERVICE LEVEL AGREEMENT (SLA)

For the platform/website/service/services located at the domain address "voxihost.pl"

This document is part of a set of documents:

- a. Terms of Service (TOS)
- b. Privacy Policy (PP)
- c. Service Level Agreement (SLA)
- d. Fair Usage Policy (FUP)

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§ 1. PRELIMINARY PROVISIONS AND UPTIME GUARANTEE

1.1. Operator:

- a. VoxiHost DANIEL MARSZAŁKOWSKI
- b. ul. 3 Maja 29, 62-500 Konin, Poland
- c. **NIP:** 6653080651 | **REGON:** 542936383
- d. **E-mail:** support@voxihost.pl

(hereinafter referred to as "VoxiHost" or the "Operator").

1.2. Scope of Application: This Service Level Agreement constitutes an integral part of the Terms of Service and applies exclusively within the framework of the internet service available under the VoxiHost.pl domain. This document does not apply to other services, projects, or websites managed by the Operator under different addresses.

1.3. Purpose: The purpose of this Agreement is to define the guaranteed quality parameters of the Services (infrastructure availability) and the rules for compensation in the event of failure to meet them.

- 1.4. Acceptance:** Registration of an Account or ordering a Service is equivalent to full acceptance of this document and all related documents. In the event of changes to the SLA, the Client will be informed in accordance with §6.2. Absence of objection within 30 days of notification signifies acceptance of the changes. The Client has the right to terminate the agreement in the absence of acceptance of the changes.
- 1.5. Availability Level:** The Operator guarantees a standard monthly infrastructure availability at the level of **99.9%**, unless the specification of a given Service (in the product description on the VoxiHost.pl website or in the Client Panel) states otherwise. In the event of discrepancies, the SLA level specified in the description of the specific product is binding.
- 1.6. Definition of Unavailability:** A failure is considered a state in which the Client's active Service is completely unreachable via the network (no response to standard access protocols, e.g., ICMP/SSH/RDP/HTTP) due to reasons lying solely on the side of the Operator. This state must be confirmed by the Operator's internal monitoring systems (the status of key services is published at status.voxihost.pl).
- 1.7. Unavailability Time:** A level of 99.9% means an allowable unavailability of approximately **43 minutes** per calendar month.

§ 2. COMPENSATIONS

- 2.1. Compensation Principle:** In the event of failure to meet the guaranteed availability level, the Client is entitled to compensation in the form of an extension of the active service's validity.
- 2.2. Amount of Compensation:**
- For each full hour of unavailability above the guaranteed limit, the service will be extended by **12 hours**.
 - The maximum compensation in a given month cannot exceed **100%** of the monthly service fee (extension by a maximum of **30 days**).
- 2.3. Exclusive Remedy:**
- Towards Clients who are not Consumers:** SLA compensation is the sole and exclusive remedy available to the Client for service unavailability. All other damage claims are excluded, including for lost benefits, profits, or data (in accordance with the Terms of Service).
 - Towards Consumers:** SLA compensation does not exclude the Consumer's right to seek compensation exceeding the amount of the compensation if the actually incurred damage exceeds the value of the service extension. The Consumer retains all rights resulting from the provisions of the Civil Code.

§ 3. TECHNICAL SUPPORT POLICY

This section defines the standards for handling requests and is not covered by the financial compensation system.

- 3.1. Working Hours:** Standard working hours of the Customer Service Office are business days, **12:00 - 20:00**. To the extent possible, the Operator also provides support outside these hours, however, this is not guaranteed.
- 3.2. Support Outside Hours:** Requests sent outside standard hours (and on weekends) are processed on a Best Effort basis (subject to staff availability). In practice, the Operator usually provides a response within a few hours also outside standard working hours, however, this does not constitute a guarantee and depends on the team's availability.
- 3.3. Response Time:** The Operator makes every effort to provide a response promptly. The

maximum declared response time for a request on business days is **48 hours** (business days understood as Monday-Friday according to the Polish calendar, excluding public holidays in Poland in accordance with the Act on Non-Working Days). In practice, the Operator usually provides the first response much faster, often within a few hours of receiving the request.

3.4. Support Channels:

- a. **Official (Priority):** Ticket system in the Client Panel and the e-mail address support@voxihost.pl. Only requests sent through these channels are subject to the response time standards described in § 3.
- b. **Secondary (Social):** The Operator may also provide assistance through other channels made available on the website (e.g., Discord server, social media), however, these are supplementary in nature and are not covered by the response time guarantee.

§ 4. SLA GUARANTEE EXCLUSIONS

The SLA guarantee does not cover services marked as BETA, TEST, TRIAL, EXPERIMENTAL (services in the development phase), free services, or unavailability caused by:

4.1. Maintenance Work:

- a. **Planned:** Announced at least **24 hours** in advance (announcement on status.voxihost.pl or via e-mail).
- b. **Emergency:** Necessary for the immediate removal of a critical threat (e.g., Zero-Day vulnerability, hardware failure of an array), which may be performed without notice or with minimal notice.

4.2. Force Majeure: Events independent of the Operator (war, flood, fire in the server room, global Internet failures, including: BGP routing failures, IXP traffic exchange points, DNS infrastructure, CDN networks, undersea fiber optic cables, or other events of international scope affecting the availability of internet services).

4.3. Problems outside the Operator's network: Connectivity failures occurring outside the Data Center infrastructure (e.g., failure of the Client's internet provider, inter-operator failure).

4.4. Client Actions: Incorrect software configuration within the Service, resource overload by the Client's applications (e.g., OOM Killer, 100% CPU), lack of payment, violation of the Terms of Service.

4.5. Cybersecurity (DDoS/Abuse):

- a. A DDoS attack directed at the Client's service that forced the Operator to apply a traffic cutting mechanism (Null-route/Blackholing) in order to protect the stability of the entire infrastructure.
- b. Blocks imposed by Anti-Fraud systems or as a result of Abuse reports (e.g., spamming, hosting phishing).

§ 5. COMPENSATION CLAIM PROCEDURE

5.1. Form of Claim:

- a. The Operator usually grants compensations automatically after the detection of unavailability by monitoring systems.
- b. However, due to the fact that the Operator does not always inform about the automatic granting of compensation, **we recommend submitting a compensation request** in order to confirm and obtain information about the service extension.
- c. A claim can be made through the ticket system in the Client Panel or by sending an e-mail to

support@voxihost.pl.

- 5.2. Claim Deadline:** The claim must be sent within **14 days** from the end of the failure. In exceptional, justified cases (e.g., illness, accident, force majeure), the Operator may consider a claim sent after this deadline, upon presentation of an appropriate justification by the Client.
- 5.3. Application Review:** The application will be reviewed by the Technical Department within **7 business days**. The response will be sent to the Client's e-mail address associated with the Account.

§ 6. FINAL PROVISIONS AND SLA CHANGES

- 6.1. Integrity and Precedence of Offer:** This SLA constitutes an integral part of the Terms of Service (TOS). However, in the event that the specification of a specific Service (the offer on the VoxiHost.pl website) contains different guarantee conditions (e.g., a different availability level, exclusions, lack of SLA for Beta versions), the conditions specified in the offer of the given product shall prevail.
- 6.2. SLA Changes:** The Operator reserves the right to update SLA parameters (e.g., in the event of infrastructure modernization). Clients will be informed of any changes to the SLA conditions at least **30 days** in advance (via e-mail or a message in the Panel). Absence of objection within **30 days** of notification signifies acceptance of the changes. In the event of an objection, the Client has the right to terminate the agreement in accordance with the provisions of the TOS.