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(s) located at the domain " voxigames.com"

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 Use Policy (FUP)

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§ 1. INTRODUCTORY PROVISIONS AND UPTIME GUARANTEE

1.1. Operator:

a. VoxiHost DANIEL MARSZAŁKOWSKI
b. ul. 3 Maja 29, 62-500 Konin, Poland
c. **NIP (Tax ID):** 6653080651 | REGON (National Business Registry): 542936383
d. **E-mail:** support@voxigames.com

operating the VoxiGames service (hereinafter referred to as "VoxiGames" 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 scope of the website available at the VoxiGames.com domain, the subject of activity of which is game server hosting. This document does not apply to other services, projects, or websites operated by the Operator under other addresses.

1.3. Purpose: The purpose of this Agreement is to define the guaranteed quality parameters of the Services (infrastructure availability and Game Server 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 tantamount to full acceptance of this document and all related documents. In the event of changes to the SLA, the Client will be notified in accordance with §6.2. Failure to object within 30 days of notification constitutes acceptance of the changes. The Client has the right to terminate the agreement in the event of non-acceptance of the changes.

1.5. Availability Level: The Operator guarantees a standard monthly infrastructure availability level of **99.9%**, unless the specification of a given Service (in the product description on the VoxiGames.com website or in the Client Panel) states otherwise. In the event of discrepancies, the SLA level specified in the specific product description shall be binding.

1.6. Definition of Downtime: A failure is deemed to be a state in which the Client's active Service is completely unreachable over the network (no response to standard access protocols, e.g., ICMP, TCP/UDP on the game server port, HTTP for the Game Panel) for reasons attributable solely to the Operator. This state must be confirmed by the Operator's internal monitoring systems (the status of key services is published at status.voxigames.com).

1.7. Downtime Duration: The 99.9% level means allowable downtime of approximately **43 minutes** per calendar month.

§ 2. COMPENSATIONS

2.1. Principle of Compensation: In the event of failure to meet the guaranteed availability level, the Client is entitled to compensation in the form of the equivalent of the Operation Time Fee added to the Credits balance, under the terms specified in § 2.2.

2.2. Amount of Compensation:

a. For each full hour of downtime for reasons attributable to the Operator, the equivalent of the **Operation Time Fee** (§1.17 of the Terms of Service) for one hour of using the given Service shall be added to the Client's Credits balance.

b. Total compensation in a single Billing Period may not exceed the sum of fees incurred by the Client for the given Service in that period (Reservation Fee together with Operation Time Fees).

c. Compensation is not calculated for the period during which the Game Server was stopped by the Client, nor for the time covered by the exclusions specified in § 4.

2.3. Exclusive Remedy:

a. **Towards Clients who are not Consumers:** SLA compensation is the sole and exclusive remedy available to the Client due to service unavailability. Any other claims for damages, including for lost benefits, profits, or data, are excluded (in accordance with the Terms of Service).

b. **Towards Consumers:** SLA compensation does not exclude the Consumer's right to claim damages exceeding the amount of compensation if the actual damage incurred 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 ticket handling standards and is not covered by the financial compensation system.

3.1. Working Hours: Standard Customer Service Office working hours are business days, **12:00 - 20:00**. To the extent possible, the Operator also provides support outside these hours, but this is not guaranteed.

3.2. Off-Hours Support: Tickets submitted outside standard working hours (and on weekends) are handled on a Best Effort basis (subject to staff availability). In practice, the Operator usually replies 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 reply promptly. The maximum declared response time to a ticket on business days is **48 hours** (business days understood as Monday-Friday according to the Polish calendar, excluding statutory public holidays in Poland in accordance with the Act on Public Holidays). In practice, the Operator usually provides the first response much faster, often within a few hours of receiving the ticket.

3.4. Support Channels:

a. **Official (Priority):** The Ticket system in the Client Panel and the e-mail address support@voxigames.com. Only tickets submitted through these channels are subject to the response time standards described in § 3.

b. **Secondary (Community):** The Operator may also provide assistance through other channels made available on the website (e.g., Discord server, social media), however, these are of a complementary nature and are not covered by the response time guarantee.

3.5. Scope of Support: Technical Support covers exclusively the operation of the infrastructure and the Game Panel (network availability, power supply, panel operation, service restart). The Operator does not provide support regarding the configuration of mods and plugins, fixing bugs in the Client's scripts, or learning how to operate game server software (in accordance with Terms of Service § 6.7).

§ 4. SLA GUARANTEE EXCLUSIONS

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

4.1. Maintenance Work:

a. **Planned:** Announced in advance with at least **24 hours** notice (announcement on status.voxigames.com or e-mail).

b. **Emergency:** Necessary for the immediate removal of a critical threat (e.g., Zero-Day vulnerability, storage array hardware failure), which may be performed without notice or with minimal notice.

4.2. Force Majeure: Events independent of the Operator (war, flood, fire in the data center, global Internet failures, including: BGP routing failures, IXP peering points, DNS infrastructure, CDN networks, submarine fiber optic cables, or other international events 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 service provider, inter-operator failure).

4.4. Client's Actions: Incorrect configuration of game server software or mods/plugins, resource overload by the Client's mods or plugins (e.g., OOM Killer, 100% CPU), lack of payment, breach 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 drop 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., hosting illegal content, distribution of cheats).

§ 5. COMPENSATION CLAIM PROCEDURE

5.1. Form of Claim:

a. The Operator usually grants compensations automatically upon detecting downtime 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 claim for compensation** in order to confirm and obtain information about the service extension.

c. The claim can be made via the ticket system (Ticket) in the Client Panel or by sending an e-mail to support@voxigames.com.

5.2. Claim Deadline: The claim must be sent within **14 days** of the end of the failure. In exceptional, justified cases (e.g., illness, accident, force majeure), the Operator may consider a claim submitted after this deadline, after the Client presents appropriate justification.

5.3. Consideration of the Claim: The claim will be considered by the Technical Department within **7 business days**. The reply 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 the Offer: This SLA constitutes an integral part of the Terms of Service (TOS). However, in the event that a specific Service specification (offer on the VoxiGames.com website) contains different warranty terms (e.g., a different availability level, exclusions, no SLA for the Beta version), the terms specified in the given product offer shall take precedence.

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 about any changes to the SLA terms with at least **30 days** notice (via e-mail or a notice in the Panel). Failure to object within **30 days** of notification constitutes 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.

6.3. Integration with FUP: In matters concerning network security, resources, and the acceptable manner of using Game Servers, the provisions of the Fair Use Policy (FUP) shall apply.