

TERMS & CONDITIONS – ACCEPTABLE USE POLICY

ARTIARC WEB HOSTING & DOMAIN NAMES (v. 1.1 – 01/03/2014)

1. Introduction

1.1 Artiarc, which will be referred to as the "Company" in this document, is a trading name of private limited company "Artiarc Digital LTD", registered in Cyprus, with registered address: 2, Foinika str. Strovolos 2036 Nicosia - CYPRUS. The Chamber of Commerce registration number of the Company is HE364445.

The following Terms and Conditions will be applicable for the use of Company services, ordered and provisioned following an order at any of the website(s) operated by the Company, including but not limited to: <http://artiarc.com> <http://artiarc.tech> and others, or using any other order method. The use of Company services denotes the full acceptance by users of the Terms and Conditions the Company applies, or will apply in the future.

1.2 In the event that a user does not agree with the Company's Terms and Conditions, the user should not proceed to using the Company's services. An individual user of Company's services will be henceforth referred to as the "Customer".

2. Services and Responsibility of the Company

2.1 The Company maintains the right of access to files, databases and other data of Customers, for administrative and support purposes only, and provided that they are located on systems, servers, or equipment that is managed by the Company.

2.2 The Company is obliged to notify the Customers using e-mail, of credentials and ways to access their provisioned service(s), as well as for any Conditions applying to the Customers' service(s) specifically.

2.3 The Customers agree that they themselves, or a Customer-appointed representative, have the necessary website and software management knowledge in order to manage, secure, update, or troubleshoot malfunctions or problems that may be related to their web hosting account's content.

The Company is not obliged to offer any kind of administrative or operational support to Customers without a support ticket / support request open explicitly including such a provision, and with the Customer agreeing to the relevant cost quoted by the Company. The Company is always obliged to provide technical support and troubleshoot issues rendering Customers' account(s) and webpage(s) inaccessible, non-operable, or otherwise performing below normal expectations for their specified service class.

2.4 Customers explicitly accept that the Company does guarantee a finite number of data backup(s), depending on the Support & SLA plan they subscribe to, as detailed in Appendix A. Should Customers require additional backup functionality, they are obliged to notify the Company so that a customer-specific backup solution may be activated accordingly.

Should Customers not specifically request any customer-specific backup solutions, they accept that the responsibility of the Company is limited in regards to data backup plans as described in Appendix A.

2.5 The Company is obliged to comply with the effective legislation of Cypriot and European Union law, and cooperate with the relevant law enforcement authorities in order to uphold the law, following a district attorney mandate or a legal request of an equivalent form and power, notified to the Company by law enforcement bodies. This may force the Company to reveal and submit to relevant authorities all data related to Customers, including information and data present on servers and systems managed by the Company, belonging to or relative to Customers.

2.6 Should a subpoena, formal complaint, district attorney mandate, or equivalent legal document be delivered to the Company, it maintains the right to unilaterally suspend, with or without warning, any service(s) it provides to Customers, without being held accountable for damages occurring to Customers or third parties. The Company will then request from affected Customers to comply with the Terms of the request within a given time duration, this being no shorter than 1 (one) and no longer than 24 (twenty-four) hours. Should the Company's request be ignored, the Company retains the right to permanently terminate all service(s) active under affected Customers account(s).

3. Customer Responsibilities and Acceptable Use Policy

3.1 Customers accept that they will never use services, servers and systems belonging to, administered from, or provided by the Company, in order to perform:

- A.** Publication, usage in e-mail or transmission through any other means of illegal, harmful, threatening, offending, disturbing, libelous, slandering, privacy violating, empathic, racist, or otherwise punishable by law content.
- B.** Cause of damages or harassment to third parties by any means.
- C.** Publication, usage in e-mail or transmission through any other means of content for which Customers have no relaying rights according to European Union laws, contractual or administrative terms applicable (Examples include: Confidential information, internal or corporate information acquired through employment, data related to and covered by Non-Disclosure Agreements – NDA).
- D.** Publication, usage in e-mail or transmission through any other means of content violating any patent, trademark, registered trademark, copyright, or intellectual property of third parties.
- E.** Publication, usage in e-mail or transmission through any other means of content containing viral or malware coding, files, scripts or programs designed in order to interrupt, damage, destroy or disable any third party software / hardware.
- F.** Inadvertent or advertent violation of territorial laws and rulings applicable to the Company's activity.

In the event that these Acceptable Use Policy Terms are violated, the Company retains the right to unilaterally suspend or terminate, with or without warning, any service(s) it provides to the Customers.

3.2 The Company complies with accepted international standards related to the fight against non-desirable unsolicited bulk e-mails ("Spam E-Mail"). Any electronic mail messages, with single or multiple recipients, sent without the explicit consent of the recipient, or which continues to be sent despite a valid request from recipients to opt-out from the delivery of such e-mails, is classified as "Spam E-Mail".

The Company maintains the right to decide whether specific action(s) taken by Customers, related to e-mail correspondence, are classified as "Spam activity" or not, and take any measures it deems necessary in order to stop this type of activity from occurring. Customers making use of the Company's services in order to send such unsolicited bulk e-mail messages may be charged with administrative fees set by the Company, with the fees being variable according to the severity of Customers' actions. Repeated spam / abuse behavior may result to service(s) being suspended or terminated.

3.3 Customers are explicitly forbidden from using systems or services provided by the Company in order to engage to illegal or abusive activities, including but not limited to:

Spawning - port scans - ping floods - packet spoofing - forging IP information - DOS/DDOS attacks - sniffers – flooding – spoofing - ping bombing - teardrop.

3.4 In the event that a service provided by the Company has specific periodically metered resources, such as bandwidth usage, the effective start date for a monthly resource usage period will be the 1st of each month, and the effective end date the last day of each month (28th, 29th, 30th or 31st depending on the month).

3.5 Customers accept, consent to and approve of the possibility of being contacted by the Company, in the event that their total usage of bandwidth traffic exceeds 90% of the total amount allocated to them on a monthly basis, so that an amicable solution approved by both the Company and the Customer can be applied on the Customer's services.

3.6 The Company advises Customers to use secure passwords, and change the passwords often. Should Customers elect to use passwords of insufficient strength; the Company will not bear any responsibility for any security incidents taking place related to Customers' service(s).

4. Pricing, Duration and Termination of Services / Contract

Pricing

4.1 The prices quoted to Customers, through the Company's website or a Company's representative, are in Euros (EUR €) and any other prices quoted in different currencies are provided for reference purposes only. The Value Added Tax (VAT) applicable in the Republic of Cyprus, today 19%, is added to all listed prices.

Should Customers be located outside the European Union or otherwise reside in territories which are VAT-exempt, or have an intra-EU VAT-exempt status, the Company can quote and charge prices that do not contain VAT / are zero-rated. Payment of all products and services is made in advance unless otherwise agreed in writing. Customers are obliged to pay in full any pending invoice(s) created either with the order of a service, or within a reasonable time period, according to the instructions of the Company and in any case within 30 calendar days or less. In the event of non-payment, order(s) will be rendered null and void, and a new order will have to be placed.

4.2 The duration of the contract is agreed in advance between the Company and the Customers, through relevant selection(s) in the Company's automated ordering system or in a contract drafted separately. Typical service durations may be: 1 month, 3 months, 6 months, 12 months, 24 months or 36 months.

4.3 The Company will offer relevant service(s) to Customers in the pricing agreed at the time an order for service(s) was accepted by the Company. Pricing changes may take place after the Customers' initial contract duration expires.

4.4 In the event of pricing increases being carried out by the Company before the relevant service contract(s) of Customers expire, Customers are entitled to either a) Unilateral contract termination with a 30-days notice period, or b) Continuation of applicable pricing as agreed at the time of order acceptance for the remainder of the Customers' contract duration.

Payment using Credit Card or PayPal

4.5 Customers have the capability of paying for their service(s) through the use of a credit card (VISA, MASTERCARD, and AMERICAN EXPRESS) or by using PayPal. All relevant charges are handled inside PayPal's environment, and the Company does not maintain any Customer data related to payment details.

4.6 Customers ordering any service from the Company have the option of creating a subscription through the Company's account management system, and in such an event do consent to their PayPal account being charged every month (or according to the billing cycle of the Customers, every 1, 3, 6, 12, 24 or 36 months).

Payment using Bank / Wire Transfer

4.7 Customers have the capability of paying a given invoice through a bank wire transfer. Should Customers decide to make use of this method of payment, they are obliged to make use of "OUR" bank fees option (in the event of a transfer), or a "SHA" fees option upon confirmation from the Company on a case-by-case basis.

Customers must inform the Company of the bank transfer details so that the payment can be accordingly traced. All orders are processed once the funds from the bank transfer are successfully in the account of the Company.

Contract / Service Termination

4.8 Services falling under these Terms & Conditions can be terminated by Customers or by the Company, for financial irregularities, breach of Acceptable Use Policy, or other justified causes.

4.9 The Company can unilaterally terminate Customers' contracts if it is requested to do so legally, from international or European Union law enforcement agents / bodies who maintain legal jurisdiction in Cyprus.

4.10 The Company retains the right of unilateral service termination if it finds Customers' account in arrears, and the Company exhausts all reasonable means of contacting affected Customers in a 30-day time period.

4.11 The Company retains the right of unilateral service termination in the event that circumstances beyond its control (Major international Internet connectivity failure, war, rebellion, natural disasters, acts of terrorism, et al) prevent it from continuing the provision of any service(s) to Customers.

4.12 Customers explicitly agree that a premature contract Termination initiated by them, or forcefully executed due to breach of contractual Terms / Acceptable Use Policy from them, will result in affected Customers being obligated to pay in full the remaining service period up to and including the minimum contract duration agreed between the Company and the Customer, as per clause 4.2. For monthly contracts, the clause 4.13 applies.

Service Renewal

4.13 The contract covered by these Terms & Conditions is automatically renewed in 1-month increments, following the initial contract duration period of 1, 3, 6, 12, 24 or 36 months. Customers can terminate their contract at any given time following the initial contract duration period, being liable for no additional charges of any kind, by notifying the Company 30 days before the desired termination date.

4.14 The Company retains the right of offering specialized or customized offers to the Customer, in exchange for a set time period contract extension.

5. Money-Back Guarantee Period

5.1 In web hosting services, Customers are entitled to a 30-day Money-Back Guarantee period.

Should Customers not exercise their right of cancellation within the 30-day money-back guarantee period, they explicitly consent to the continuation of the service provision up to, and including, the minimum contract duration period agreed between the Customer and the Company. If they do exercise their right of cancellation, then the Company will refund them fully for any and all payments received by them.

In the event that the Company did use Customers' payments in order to order service(s) from 3rd parties (including but not limited to: Domain name registration, SSL certificates, commissions or fees of 3rd parties, including banks and credit card providers, setup fees, additional services) the refund amount to the Customer will have deducted the aforementioned service and administrative expenses.

No cash refund can take place after the 30-day money-back guarantee period, or after the 1st day following the order in the event that Customers do not benefit from a money-back guarantee period.

5.2 Cancellation under Money-Back Guarantee period and refund takes place one (1) time per Customer. Future orders from the same Customer are not eligible.

5.3 The request for refund & cancellation must reach the Company, through e-mail or postal mail, within 14 days from the payment date.

5.4 Breach of Acceptable Use Policy and / or other clause(s) described in these Terms & Conditions may result to Customers waiving their rights of cancellation and refund permanently.

6. Limits of Liability – Insurance - Compensation

6.1 The Company strives to maintain the Company's website, <http://www.artiarc.com> and <http://www.artiarctech.com> as well as all Company-authorized documents and forms to an accurate and updated status. However, the Company cannot legally commit towards the accuracy, time-sensitive nature, or completeness of the content published in Company material, and thus the Company's liability is limited in this regard.

6.2 Customers explicitly agree that they will defend in every court, insure, prevent financial or ethical loss of, and cover against every cost(s) incurred, the Company should the Company be involved in any form of legal procedure, carried out by the State or a 3rd party, due to actions or activities solely attributed to Customer-originating actions.

7. Domain Name Registration

7.1 Customers are obliged to read, understand and conform to Registry Domain Name Registration Agreements and all their amendments to date. Such regulatory agreements are available at the registry overseeing a given TLD (Top Level Domain) area.

7.2 The Company is not responsible in the event that a domain name registration is completed by a user not affiliated with Customers in the duration between a Customers' payment and the actual registration procedure, provided that these two events occur within one hour of each other. Should such an event take place, the Company can register a different domain name indicated by Customers.

7.4 The Company does not supply a DNS Management service to domain name owners, unless they subscribe to a web hosting plan on system(s) or server(s) administered by the Company.

7.4 A refund is only permitted in Domain Name Registration in the event that the domain requested could not be successfully registered and / or transferred and / or renewed for reasons outside the control of the Company (such as geographical domain owner restrictions et al).

8. Final Clauses

8.1 These Terms & Conditions, related to the usage of the website <http://www.artiarc.com> and the provision of web hosting and domain name services from Artiarc, are based on the legal framework of the Republic of Cyprus, are bound by Cypriot law, by the currently applicable legal treaties and policies instituted by the European Union and other international authorities, and are applied according to the rules of goodwill, business ethics, economics and social conventions.

In the event that any Term or Condition of this document is deemed void or is subject to voidance, such a voidance will not affect the legal value of other Terms and Conditions. The trading parties described in this document will strive to replace any void Terms or Conditions with as equal as possible replacement Terms and Conditions, in order to maintain the agreement particular structure in an accurate manner.

8.2 By making use of the Company's website it is deemed that Customers do agree and consent with the total of Terms & Conditions of this document. Customers are deemed to have read and agreed with these Terms & Conditions in an irreversible manner from the moment they click on the "**I have read and agreed with the Terms & Conditions**" tick box on the Company's automated ordering system.

8.3 In the event that the Company service(s) towards Customers have been activated with a non-automatic way, and the order of any service(s) was not made through the Company's automated ordering system, Customers irreversibly do accept these Terms & Conditions upon paying for their first billing cycle, and upon the issuance of a relevant invoice from the Company to Customers.

8.4 Customers agree that for purposes of resolution of any disagreements or disputes related to these Terms & Conditions, the applicable laws are the laws governing the Republic of Cyprus, with the jurisdiction court houses being the court houses of Nicosia, Cyprus. The Company retains the right of modifying the Terms & Conditions without prior notice, and will publish them to the Company's website or notify them to the Customer in electronic form following a request from the Customer, or a request from the Company, within a reasonable time period not exceeding ten (10) days.

8.5 The Terms & Conditions described in this document supersede and are valid over any form of verbal or written communication between the Customer and the Company.

APPENDIX A

Service Level Agreement (SLA) Information

A.1 Coverage Criteria

This Service Level Agreement is applicable with the following criteria in place:

- The exact scope of application of this Service Level Agreement – SLA is determined by the Support & SLA plan the Customers individually subscribe to.
- The Customers' accounts are not in arrears and charges associated with a specific account are paid for with the account in good standing.
- For the application of this SLA one or more of the restrictions described in the clause A.6 do not apply.

A.2 Service Level Agreement & Specification

The Company guarantees to make any reasonable effort in order to ensure that the service(s) provided to Customers are available and functional at any given time. In order for a Customer account to be eligible for the SLA application described in A.3 and A.4 clauses, said Customer is obliged to contact the Company using a relevant e-mail message (either through a plain e-mail message or through a trouble ticket from the Client Area of the Company's website).

Should the submission of a trouble ticket or e-mail prove to be impossible for any reason, affected Customer is obliged to contact the Company using other means, such as telephone, live chat, et al. The available methods of support vary depending on the Support & SLA plan Customers subscribe to. Customers retain the right to contact the Company's Sales Dept., or their Account Manager, for informational purposes only, regardless of the Support & SLA plan they subscribe to.

A.3 Service Availability

The Company aims to provide its services in a 30-day calendar month period by maintaining a minimum of 99.9% of the total time in this period, or more, depending on the Support & SLA plan. The minimum guaranteed availability of services is calculated in minutes, depending on the Support & SLA plan, as follows: (Minutes per calendar month are calculated as: 24 hours X 30 days X 60 minutes)

Support Level	Minimum Guaranteed Availability	Minutes / Calendar Month
Bronze	99.9%	43.157 / 43.200
Silver	99.9%	43.157 / 43.200
Gold	99.9%	43.157 / 43.200
Platinum	99.9%	43.157 / 43.200

Special SLA agreements that result to higher availability times are possible on a case-by-case basis, and are reflected accordingly to a "Request for Quote" document supplied to Customers.

A.4 Data Backups

The Company provides Customers with data backups of all their data on a per-account basis. The Company guarantees the following data backup intervals and copies, according to the Support & SLA plan Customers may subscribe in:

Service Level	Guaranteed Data Backup Interval	Guaranteed Data Backup Copies
Bronze	Weekly	1 Copy
Silver	Daily	2 Copies
Gold	Daily	3 Copies
Platinum	Daily	4 Copies

A.5 Service Level Agreement violation & compensation

Attribute	Analysis
Support & SLA Level	Bronze
Service Availability	5% of monthly service charge per 60' of excess downtime
Backups Availability	At least 1 (one) weekly copy of customer files, databases and e-mails.
Maximum Credit Applied	50% of monthly service charge per calendar month

Attribute	Analysis
Support & SLA Level	Silver
Service Availability	5% of monthly service charge per 60' of excess downtime
Backups Availability	At least 2 (two) daily and weekly copies of customer files, databases and e-mails.
Maximum Credit Applied	100% of monthly service charge per calendar month

Attribute	Analysis
Support & SLA Level	Gold
Service Availability	10% of monthly service charge per 60' of excess downtime
Backups Availability	At least 3 (three) daily and weekly copies of customer files, databases and e-mails.
Maximum Credit Applied	100% of monthly service charge per calendar month

Attribute	Analysis
Support & SLA Level	Platinum
Service Availability	25% of monthly service charge per 60' of excess downtime
Backups Availability	At least 4 (four) daily and weekly copies of customer files, databases and e-mails.
Maximum Credit Applied	100% of monthly service charge per calendar month

Notes regarding the Service Level Agreement Compensation:

1. If in the duration of one calendar month, more than one request to activate SLA credit is filed, the maximum service credit amount is the amount indicated on "Maximum Credit Applied", depending on the Support & SLA plan subscription.
2. SLA credit is assigned to Customers' accounts, for future use by Customers relating to purchases by the Company.
3. Customers are free to select any service provided by the Company, and use their SLA credit towards that end without any restriction.
4. Cash SLA credit is subject to joint approval by Billing and Technical Support Depts.
5. In the term "Monthly service charge" the monthly charge paid by Customers to the Company for use of a web hosting service is **included**. Additional charges relating to correct web hosting service operation, such as: Dedicated IP addresses, a Support & SLA plan, et al, are **included**. Designated charges for other services Customers may hold from the Company (including but not limited to: Domain names, servers under the Company's administration, SSL certificates) are **not included**.
6. The service credit procedure of the Customer account is completed within 48 hours, from the time the Customer files a request to the Company and requests the activation of an SLA clause. The Company will then complete all necessary checks and procedures, and apply the credit to the Customer's account, or respond to applying Customers appropriately in the event of the SLA compensation request being rejected for whatever reason.

A.5 Restrictions / Force Majeure

The Company will not approve any service credit towards Customers regarding failure, malfunction, or non-availability of the Company's services caused by, or linked to:

- a. Conditions beyond the reasonable control of the Company. Examples include but are not limited to: Government activity, war, uprising, rebellion, sabotage, armed conflicts, embargo, fire, flood, strikes, disruption or severance of telecommunication networks or other 3rd party services, hacking, and DDoS (Distributed Denial of Service) attacks.
- b. Scheduled or emergency maintenance of servers or systems administered by the Company provided Customers have knowledge of these events in writing.
- c. False reports regarding non-operation of systems or servers of the Company.
- d. Actions or omissions on behalf of Customers (or 3rd parties controlled by or authorized by Customers), including but not limited to, abusive acts, negligence, purposeful mistreatment or use of the Company's services in violation of these Terms & Conditions and Acceptable Use Policy.
- e. Service interruptions of 3rd party Internet Service Providers who cause a connectivity loss and constitute Customers unable to access or connect to their services. The Company bears no responsibility for web browser settings, DNS servers or other network services of 3rd parties, which can cause service interruption to Customers' location and / or offer degraded performance to individual Customers alone. The Company is obliged to use external monitoring systems in order to substantiate the estimated uptime of its servers and systems.