

WEBARTS TERMS AND CONDITIONS OF SERVICE

This Agreement is an agreement between WEBARTS Ltd (herein called «WEBARTS») and the party agreeing to purchase any of the services provided by WEBARTS, herein called the «Client». This Agreement applies to the purchase of all and / or any of the services provided by WEBARTS, including web design, web development, hosting, support and maintenance, and other web-based tasks, herein called the «Services».

PLEASE READ THIS AGREEMENT CAREFULLY.

UPON THE SIGNING OF THE OFFER BY THE CLIENT FOR THE PURCHASE OF SERVICES OFFERED BY WEBARTS, A CONTRACT IS CREATED BETWEEN WEBARTS AND THE CLIENT, CONSISTING OF THE OFFER AND THE PRESENT CLIENT AGREEMENT. THE CLIENT AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. CLIENT'S USE OF THE SERVICES CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

1 SERVICES TO BE RENDERED BY WEBARTS

1.1 WEBSITE SERVICES

- 1.1.1 WEBARTS will design and develop a new website for the CLIENT, as stipulated in the OFFER, herein called the «WEBSITE». The WEBSITE, if requested by the CLIENT, will be installed on WEBARTS hosting server.
- 1.1.2 The design and development process of the WEBSITE will be as follows:
 - 1.1.2.1 WEBARTS will begin the design of the WEBSITE and will present to the CLIENT Design Screens, based on the OFFER, which will include the major design elements with no functionalities of the WEBSITE. This stage will be called « DESIGN SCREENS PHASE».
 - 1.1.2.2 Upon approval of the Design Screens by the CLIENT, WEBARTS will continue with the development of the WEBSITE until it meets the demands and specifications of the CLIENT as stipulated in the OFFER.
 - 1.1.2.3 WEBARTS agrees that after the DESIGN SCREENS PHASE, if requested by the CLIENT, they will make reasonable changes to the Design Screens to be in line with CLIENT's written instructions. However, CLIENT agrees and acknowledges that any changes beyond reasonable commercial practice (meaning up to 5 complete design changes after completion of work outlined in 1.1.2.1 and 1.1.2.2 above), will be charged extra from the quotation given by the Offer at an agreed rate of €35 plus applicable VAT per hour of work.
- 1.1.3 WEBARTS will offer maintenance and support services to the CLIENT's Website for twelve (12) months, commencing on the date of signature of the contract of the delivery of the website. The maintenance and support services to be provided shall be detailed in the OFFER (herein called « MAINTENANCE AND SUPPORT SERVICES»). The CLIENT's website shall remain on its current hosting site.

- 1.1.4 The CLIENT agrees that functionality and interactivity enhancements in addition to those already stipulated in the OFFER are not included in the MAINTENANCE AND SUPPORT SERVICES and if requested by the CLIENT will be charged extra from the quotation given by the OFFER.
- 1.1.5 WEBARTS will be responsible for hosting and other web-based services whilst the website is in development, which will be provided to the CLIENT, if agreed, in accordance with the terms and conditions of this AGREEMENT.
- 1.1.6 The CLIENT agrees that for the period which the WEBSITE is installed on WEBARTS' server's hosting space, WEBARTS will have the right to access the WEBSITE in order to perform any tasks, necessary for the smooth, reliable and secure operation for the WEBSITE.

1.2 DIGITAL MARKETING SERVICES

- 1.2.1 In cases where the SERVICES, as specifically agreed on the accepted OFFER, include the provision by WEBARTS of DIGITAL MARKETING SERVICES to the CLIENT, WEBARTS will use Search Engine Optimization, Content Marketing, Newsletter campaigns, Landing pages, Online advertising and Social Media. For the period which WEBARTS provides to the CLIENT DIGITAL MARKETING SERVICES, WEBARTS will provide to the CLIENT Website audit and guidelines, including but not limited to Website content creation and Social Media activities.
- 1.2.1 DIGITAL MARKETING SERVICES will be rendered in the following 3 stages:
 - 1.2.1.1 Project brief stage - WEBARTS will begin the research analysis for the CLIENT, to be acquainted with an broad understanding of the CLIENT's marketing in which it will provide DIGITAL MARKETING. WEBARTS will subsequently review personas segmentation as brief by the CLIENT, review keyword research, development newsletter templates as well as email automation and mail templates for the potential campaigns to be undertaken.
 - 1.2.1.2 Digital strategy review stage: Within 4 weeks from the start of the project, WEBARTS will provide Digital Strategy overview to CLIENT for approval or adjustment. Revision to the digital strategy that may occur from CLIENT, will be updated to the overall plan and submitted to CLIENT for final approval. Upon approval of the digital strategy by the CLIENT, WEBARTS will continue with the development of the DIGITAL MARKETING until it meets the demands and specifications of the CLIENT as stipulated in the OFFER.
 - 1.2.1.3 Digital marketing services stage: WEBARTS will use Search Engine Optimization, Social Media, Newsletter campaigns, Advertising campaigns and Landing pages. These services are herein called «DIGITAL MARKETING». For the period which WEBARTS provides to the CLIENT DIGITAL MARKETING, WEBARTS will provide to the

CLIENT Website audit and guidelines, including but not limited to Website content creation and Social Media activities. Monthly activities of WEBARTS will include those as outlined in the OFFER, as well as the additional components as stipulated in page 4 of the OFFER. Milestones of the project should be adhered to strictly, and deviation from the milestones should be communicated in writing with reasoning.

1.3 NO CONTROL

WEBARTS will not have the full control over the links, ads, social media and other Search Engine Optimization activities of the WEBSITE that may appear in the Web and Social Media from time to time.

1.4 NO GUARANTEE, NO LIABILITY

WEBARTS does not guarantee any specific results and assumes no liability in the overall success of the CLIENT via the DIGITAL MARKETING.

2 CLIENT OBLIGATIONS

2.1 CLIENT agrees to follow the guidelines issued by WEBARTS from time to time and acknowledges that if failure to do so will encumber the achievement of optimal results.

2.2 CLIENT will provide to WEBARTS all necessary access and information regarding the WEBSITE and the CLIENT's online presence.

2.3 CLIENT accepts that WEBARTS may assign some of the services offered by this AGREEMENT to sub-contractors.

2.4 CLIENT shall provide WEBARTS any requested information and / or material and / or equipment that is reasonably necessary for the execution of the SERVICES not later than 6 weeks from the date the OFFER has been signed. CLIENT acknowledges and agrees that any delays in CLIENT's performance of its obligations under this AGREEMENT will extend the time of WEBARTS' performance of its obligations and cause delays on project deadlines, for which delays WEBARTS will not in any event be liable.

2.5 In case the CLIENT fails to deliver and / or provide WEBARTS with the requested information and / or material and / or equipment within the time period mentioned in this paragraph, WEBARTS shall have the right to terminate the AGREEMENT by providing one week's written notice to the CLIENT. In case of such termination, the CLIENT shall be liable to WEBARTS for the fees accruing to the work carried out by WEBARTS to that date.

2.6 In case WEBARTS fails to deliver to CLIENT the SERVICES within the time period mentioned in the OFFER, CLIENT shall have the right to terminate the AGREEMENT by providing one week's written notice to the WEBARTS

- 2.7 CLIENT acknowledges and agrees that any changes or reconsiderations required from WEBARTS to any functional or visual designs of the WEBSITE might cause delays on the project deadlines, for which delays WEBARTS will not in any event be liable.
- 2.8 WEBARTS has the obligation as per the OFFER to fulfil its responsibilities within the timeline outlined. If the CLIENT requests changes which will result in delay, WEBARTS must confirm in writing the time those changes will take and provide this information to the CLIENT for approval of the delay in writing.

3. FINANCIALS

- 3.1 Payment of all amounts relating to the SERVICES offered by WEBARTS to the CLIENT, will be settled as stipulated in the signed OFFER.
- 3.2 CLIENT agrees that any changes or reconsiderations the CLIENT may require from WEBARTS to any functional or visual designs of the WEBSITE will be charged extra from the quotation already given by the Offer at an agreed rate of €35 plus applicable VAT per hour of work.
- 3.3 CLIENT acknowledges and agrees that further functionality and interactivity enhancements, in addition to those already stipulated in the OFFER and that are not included in the MAINTENANCE AND SUPPORT SERVICES, and if requested, will be charged extra from the annual fee for the MAINTENANCE AND SUPPORT SERVICES, at a rate of €35 plus applicable VAT per hour of work.
- 3.4 CLIENT agrees that, if DIGITAL MARKETING is provided by WEBARTS to the CLIENT, the CLIENT must pay the agreed amount for this service to WEBARTS, as stipulated in the OFFER, on the 5th day of each month, with a 30 days grace period, for the period agreed between WEBARTS and CLIENT. Further, the CLIENT agrees and acknowledges that if CLIENT does not pay to WEBARTS the agreed amount in the way stipulated in this paragraph, then WEBARTS retains the right to terminate the provision of DIGITAL MARKETING to the CLIENT.

4. RENEWAL OF THE SUPPORT AND MAINTENANCE SERVICE

- 4.1 WEBARTS and CLIENT agree and acknowledge that MAINTENANCE AND SUPPORT SERVICES are part of the overall AGREEMENT and will be automatically renewed if the client proceeds to sign a new contract with WEBARTS at the end of the AGREEMENT period. In the event the AGREEMENT is not renewed at the end of the contract period, MAINTENANCE AND SUPPORT SERVICES will be terminated and necessary information will be provided by WEBARTS to the CLIENT for its uninterrupted continued operation.
- 4.2 It is agreed that the annual fee for the renewed MAINTENANCE AND SUPPORT SERVICES shall be settled by CLIENT within one month from the expiration of the yearly support period if the CLIENT proceeds with new AGREEMENT period and that

otherwise, WEBARTS reserves the right, after providing to CLIENT one week's written notice, to withhold, suspend or disable all or any of the SERVICES provided by them and all necessary information provided to the CLIENT for its uninterrupted continued operation.

- 4.3 CLIENT acknowledges that software versions, for example Joomla versions, have life cycle of 3 to 4 years and that after that period websites become very vulnerable to hacking attacks, and that these attacks may cause further problems to the hosting server. CLIENT further acknowledges that CLIENT shall upgrade to the newer software version, every 3 or 4 years, which can be done by WEBARTS with the additional cost for the migration work to be settled by CLIENT at WEBARTS. When this occurs WEBARTS should provide a project cost to CLIENT for the necessary upgrade and will form a separate agreement for this purpose only. CLIENT has the right to source other providers to provide such an upgrade. CLIENT agrees and acknowledges that if the Client does not upgrade to the newer software version, WEBARTS reserves the right, after giving 1 month's written notice to CLIENT, to withhold or suspend the CLIENT's Websites, in order to protect WEBARTS' hosting server from harmful and hacking attacks.

5. TERMINATION

- 5.1 This AGREEMENT shall be terminated under the following circumstances:
- 5.1.1 By the end of thirty (30) days written notice period given in writing by either WEBARTS or the CLIENT where the other party has breached any term of this AGREEMENT.
 - 5.1.2 WEBARTS may terminate this AGREEMENT, and withhold or suspend or disconnect or discontinue all or any of the Services and / or any other services provided to CLIENT, immediately, after giving 30 days written notice to the CLIENT, where CLIENT is in arrears with payments for any amount owed to WEBARTS for one month after it becomes due.
 - 5.1.3 CLIENT may terminate this AGREEMENT immediately, without any prior notice to the WEBARTS, where CLIENT determines that WEBARTS is failing to meet its obligations in a timely manner or in the case of unable to provide CLIENT with their services as per its specifications.
 - 5.1.4 WEBARTS may terminate this Agreement immediately, without any prior notice to the CLIENT, where WEBARTS determines that CLIENT's use of the Website or any content of the Website is for fraudulent, unlawful or prohibited purposes, or where CLIENT uses content in a way that affects the performance of the safety of WEBARTS' hosting server. Notification of any such incidence shall be documented and formally provided to CLIENT.
 - 5.1.4 In case either WEBARTS or CLIENT enter into winding up or voluntary or involuntary liquidation proceedings.
 - 5.1.5 In case a ruling, regulation, or order issued by a judicial, legislative, or regulatory body causes WEBARTS or CLIENT to believe that this Agreement

and / or the Services provided hereunder may be in conflict with such rules, regulations, and / or orders.

5.1.6 In any other way stipulated in the AGREEMENT.

5.2 In the event of termination of the AGREEMENT:

5.2.1 CLIENT shall remain liable for any monies due to WEBARTS.

5.2.2 WEBARTS and CLIENT shall remain liable for any damages, direct or indirect, whether such damages were contemplated at the entering into effect of the AGREEMENT by result of such termination.

5.3 All terms in the AGREEMENT that relate to the claim of damages by reason of termination of this AGREEMENT will survive any termination or cancellation of this AGREEMENT for both CLIENT and WEBARTS

6. CLIENT'S REPRESENTATIONS AND WARRANTIES

6.1 CLIENT hereby represents and warrants to WEBARTS, and agrees that during the provision of the SERVICES by WEBARTS will ensure that:

6.1.1 CLIENT will comply with all terms and conditions of the software and / or hardware and / or other programs used by WEBARTS for the provision of the Services.

6.1.2 CLIENT will comply with all applicable laws, rules and regulations and use the Website only for lawful purposes.

6.1.3 CLIENT is the owner or valid licensee of the Website content and each element contained therein, and that CLIENT has secured all necessary licenses, consents, permissions, waivers and releases for the use of the Website content and each element contained therein, including without limitation, all trademarks, logos, names and likenesses contained therein, without any obligation by WEBARTS to pay any fees, residuals, guild payments or other compensation of any kind to any third person.

6.1.4 CLIENT's use, publication and display of the WEBSITE content will not infringe any copyright, patent, trademark, trade secret or other proprietary or intellectual property right of any person, or constitute a defamation, invasion of privacy or violation of any right of publicity or any other right of any person, including, without limitation, any contractual, statutory or common law right or any "moral right" or similar right however denominated;

6.1.5 CLIENT has used its best efforts to ensure that the WEBSITE content is and will at all times remain free of all computer viruses, worms, Trojan horses and other malicious code.

7 WEBARTS REPRESENTATIONS AND WARRANTIES

- 7.1 WEBARTS hereby represents and warrants to CLIENT, and agrees that during the provision of SERVICES will ensure that:
- 7.1.1 WEBARTS will provide all services as defined in the OFFER in a timely and professional manner and clearly communicate any and all questions promptly to ensure project delivery as specified in the offer is delivered on time.
 - 7.1.2 WEBARTS will use its best efforts to ensure that the WEBSITE content is and will at all times remain free of all computer viruses, worms, Trojan horses and other malicious code.
 - 7.1.3 WEBARTS at all time will work in accordance with the confidentiality agreement signed with the CLIENT and will make the utmost effort to keep secure all information and materials related to this AGREEMENT.
 - 7.1.4 WEBARTS may not post information on the CLIENT's website, which has not been provided by CLIENT for that purpose and will ensure that any data captured through the website is secure and dealt with in a secure manner.

8. PROHIBITED USES

- 8.1 The CLIENT may not use the Services in connection with any fraudulent, unlawful, illegal or prohibited activity and / or any tortious or actionable activity and / or any disruptive, controversial or abusive activity and / or any activity otherwise prohibited by any Laws or by this AGREEMENT.
- 8.2 The CLIENT will not store or provide any content to the WEBSITE or link the WEBSITE to any material which violates local or foreign laws or this AGREEMENT or any of its modifications.
- 8.3 WEBARTS upon becoming aware of the CLIENT's breach of the terms of this section may upon their reasonable discretion and after giving 48 hours written notice, immediately remove the violating content from the WEBSITE, or even terminate hosting of the WEBSITE and / or notify the authorities. WEBARTS may, in its sole discretion, reinstate hosting upon adequate showing of CLIENT's right to use the content in question.

9. LIMITATION OF LIABILITY

- 9.1 WEBARTS assumes no liability against CLIENT or any other third person, for any direct, indirect, secondary damages or loss of profits or any similar damage occurred due to technical problems and disturbances within the Internet that are not in their sphere of influence, including, but not limited to, communications failure, server downtime, bugs, software updates, theft, destruction or unauthorized access to WEBARTS' records, programs, equipment or services.
- 9.2 It is explicitly stated and agreed that the PARTIES' liability to each other in relation to this AGREEMENT, whether in tort and / or contract and / or other causes, and whether caused by failure of delivery, non-performance, defects, breach of warranty

or howsoever otherwise caused, will not exceed the aggregate service fee already paid to WEBARTS by the CLIENT for the SERVICES provided.

- 9.3. In relation with any indirect, special, incidental, consequential or similar damage and with any loss of profit or revenues, loss of use or loss of data, or similar economic loss, WEBARTS will be only liable in cases of intentional infliction of such loss or if they are found to be grossly negligent. In this case WEBARTS will only be liable for predictable damage, for a maximum of the aggregate service fee already paid to WEBARTS by the CLIENT for the SERVICES provided.
- 9.4. The Client agrees and acknowledges that for the period which WEBARTS provides to the Client Digital Marketing, WEBARTS assumes no liability for the following:
 - 9.4.1 For the exclusion of the WEBSITE from any search engine and / or any Social Media at any time, as WEBARTS has no control over the search engine and Social Media's policies as to which sites and content are acceptable by them.
 - 9.4.2 For rankings / traffic / indexing issues related to Google penalties or Algorithm changes.
 - 9.4.3 For the CLIENT's choice to link to or obtain a link from any particular website without prior consultation with WEBARTS.
 - 9.4.4. For the activities and comments of other Social Media users.
- 9.5. WEBARTS will ensure that its systems have all the latest security measures to avoid as utmost as possible potential unauthorised access. WEBARTS will not be liable for any unauthorised access to, or any corruption, erasure, theft, destruction, alteration or inadvertent disclosure of data, information or content transmitted, received or stored in its system by the CLIENT or any other third party. WEBARTS will be liable to handle any confidential information of CLIENT that may be provided, as will be communicated by client. Terms and use of such data will be provided with these working instructions at the time of provision.
- 9.6. This limitation of liability reflects an informed, voluntary allocation of risks (known and unknown) between the parties that may exist in connection with this AGREEMENT. The terms of this section will survive any termination of this AGREEMENT.

10 INDEMNIFICATION

- 10.1. CLIENT agrees to indemnify and keep indemnified and harmless WEBARTS and shall be liable to WEBARTS for any direct or indirect damages, including but not limited to financial loss and property damage, resulting from any claims, suits, actions, demands, proceedings and expenses (including, but not limited to lawyer's fees) threatened, asserted or filed by a third party against WEBARTS arising out of the CLIENT's use of the SERVICES which breaches this AGREEMENT for unlawful and / or fraudulent purposes.

- 10.2 Notwithstanding the above, CLIENT agrees to indemnify and keep indemnified and harmless WEBARTS from all claims by third parties arising out of illegal internet content stored in the WEBSITE by the CLIENT.
- 10.3 The terms of this section will survive any termination or cancellation of this AGREEMENT.

11. DISCLAIMER OF WARRANTY

- 11.1 The CLIENT acknowledges that neither WEBARTS nor any of their respective employees, officers, directors, shareholders, agents, representatives, attorneys, suppliers, and merchants makes any warranties or representations of any kind, expressed or implied, including but not limited to warranties or representations of merchantability or fitness for a particular purpose, or non-infringement, for the SERVICES they provide. Further no warranties or representations are being made that the SERVICES will not be interrupted or error free, or as to the results that may be obtained from the use of the Services or as to their accuracy, reliability or content. No oral advice or written information given by WEBARTS will create a warranty and the CLIENT may not rely on any such information or advice.
- 11.2 WEBARTS will not be liable, and they expressly disclaim liability for the content of any data transferred either to or from the Client or stored by the Client or any of the Client's clients via the Services provided by WEBARTS.
- 11.3 WEBARTS does not guarantee continuous service, service at any particular time, integrity of data, information or content stored or transmitted via the Internet.
- 11.4 The terms of this section shall survive any termination of this AGREEMENT.

12. PROPERTY RIGHTS

- 12.1 WEBARTS agrees that property rights of the WEBSITE, its content and marketing material rest with the CLIENT.
- 12.2 The CLIENT agrees that the responsibility for all actions necessary regarding the copyright protection for the designs created by WEBARTS especially for the CLIENT will be the CLIENT's.
- 12.3 Notwithstanding the above terms of this section, WEBARTS will not transfer to CLIENT any WEBARTS technology. All rights, titles and interests in and to any WEBARTS technology will remain solely with WEBARTS. CLIENT shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from WEBARTS.
- 12.4 WEBARTS owns all right, title and interest in and to the SERVICES and WEBARTS' trade names, trademarks, service marks, inventions, copyrights, trade secrets, patents, know-how and other intellectual property rights relating to the design, function, marketing, promotion, sale and provision of the SERVICES and the related hardware, software and systems.

13. PRIVACY POLICY

- 13.1 The CLIENT agrees that WEBARTS will use reasonable procedural, technical and physical safeguards in order to protect the personal information of the CLIENT. WEBARTS will not disclose to any third party the CLIENT's personal information outside WEBARTS and its controlled subsidiaries and affiliates without CLIENT's consent.
- 13.2 The CLIENT agrees that this data protection cannot be fully guaranteed by WEBARTS, as there are many factors throughout the Internet that they are beyond WEBARTS' reasonable control.
- 13.3 Notwithstanding the above, CLIENT agrees that WEBARTS will use the personal information given by the CLIENT to operate and provide their SERVICES to the CLIENT and to communicate with the CLIENT. Further WEBARTS reserves the right at all times to disclose any of the CLIENT's personal information in order to satisfy any applicable law, regulation, legal process, court order or governmental request.
- 13.4 WEBARTS reserves the right at all times to disclose any information necessary to satisfy any applicable law, regulation, legal process, court order or governmental request.

14. ENTIRE AGREEMENT

- 14.1 Both WEBARTS and CLIENT agree that this AGREEMENT, along with the documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between them and that this AGREEMENT together with the signed OFFER constitute the sole and entire agreement between them with respect to the matters covered and the subject matter hereby. No additional terms or conditions relating to the subject matter of this AGREEMENT shall be effective unless approved in writing by any authorized representative of CLIENT and WEBARTS.
- 14.2 It is explicitly agreed that this AGREEMENT may be modified from time to time by the written consent of both PARTIES.

15. ASSIGNMENT

- 15.1 The PARTIES agree that they may not assign or transfer their rights or obligations derived from this AGREEMENT and / or the OFFER to any third party, without the prior written consent of each other.

16. FORCE MAJEURE

- 16.1. WEBARTS and CLIENT agree that none of them will be liable for any damage occurred to the other party (other than default of payment) if such damage is, directly or indirectly, beyond the parties' reasonable control, including, but not

limited, to acts of God, fire, flood, accidents, labour disputes, acts of war or terrorism, supply shortages or third party's failure to perform its duties which are relevant to the performance of either party obligations under this AGREEMENT.

17. MARKETING

- 17.1. Without prejudice to Section 12 of this AGREEMENT, CLIENT agrees that during the time period where this AGREEMENT is in force, WEBARTS may publicly refer to CLIENT, orally and in writing, as their CLIENT. Any other public reference to CLIENT by WEBARTS requires the written consent of CLIENT.
- 17.2 CLIENT agrees to retain a text with link to <http://www.webarts.com.cy>, on the footer of their WEBSITE, after the delivery of the WEBSITE. The text will be «Website Designed and Developed by Webarts Ltd». CLIENT has the right to remove this text at any time.

18. WAIVER

- 18.1 Both PARTIES agree that no failure or delay in exercising any of the rights which derive out of this AGREEMENT will constitute a waiver of that right and that the exercise of a single or partial right or remedy by any of the PARTIES will not preclude any other or further exercise of that or any other right or remedy.

19. SEVERANCE

- 19.1 Each one of the PARTIES agree that in the event where a clause of this AGREEMENT is held to be void or unenforceable due to illegality, invalidity or unenforceability, or for any other reason, only this offending clause will be considered as void and unenforceable and the rest of the contract will remain intact and enforceable.

20. GOVERNING LAW – JURISDICTION

- 20.1 Each of the PARTIES hereby irrevocably agrees that this AGREEMENT shall be governed by and construed in accordance with the law of the Republic of Cyprus. The District Court of Nicosia shall have exclusive jurisdiction for any matter that may arise from the execution of this AGREEMENT.

21. NOTICES

- 21.1 The PARTIES agree that any notices given by one to the other will be deemed to be delivered if they are being delivered to the addresses referred to in PARTIES section of this AGREEMENT.