**Web-Hosting – Web-Space Account:  Terms & Conditions**

These terms & conditions represent the complete agreement and understanding between Rational Automation Services (hereinafter referred to as Rational, RationalAuto, Company, Provider, Us) and the account holder (hereinafter referred to as the Customer, Client) and supersedes any other written or verbal agreement, unless there exists explicit reference to the opposite in the letter of service agreement between the above two parties.  Upon notice published on-line via the www.rationalauto.com website, the Company may modify these terms and conditions, amplify them, and/or modify the prices, as well as discontinue or change services offered.

USE OF YOUR ACCOUNT shall constitute your approval of these terms and conditions.

**A.  Definitions:**
1. All Internet related terminology used in this document adheres to the definitions laid out in the relevant protocols published by the Internet Engineering Task Force and other responsible organizations.
2. More specifically, the term "web-hosting" relates to the hosting of Customers' data, files, archives and other permissible electronic content, and, as a service, is distinct from web-design (A.3).
3. The term "web-design" relates to the activities undertaken by our Company, or other third parties, in producing, on behalf of the Client, web-pages viewable over the internet, and, as a service, is distinct from web-hosting (A.2).

**B.  Responsibilities of the Provider:**
1. RationalAuto retains the right to take no action on behalf of the Customer on the basis of verbal agreement if the formal offer made by the former to the latter is not signed and returned.
2. Also, the Company retains the right to cancel any actions taken before the relevant offer is signed and returned if still not in receipt of the signed offer.
3. Offers made to Customers have a limited lifetime and the Company retains the right to change its offer once the due date, which appears on the document in question, passes.
4. A signed web-hosting offer is binding for the Provider with respect to:
    4.1 The server specifications documented in the RationalAuto website, or any other documentation supplied to the Customer.
    4.2 Supplying the Client with the codes and details necessary for gaining access to the contracted web space.
    4.3 Supplying the Customer with the codes and details necessary for gaining access to the contracted e-mail accounts.
5. A signed web-hosting offer *does not*, however, bind the Provider with respect to:

5.1 The speeds and service availability networks, providers and other internet and computing resources with which our servers are required to interact.

5.2 The transfer, uploading, adjusting, updating or any other web-design activity if this latter has not been contracted for between the two parties.

## C. Use of web-hosting services:

1. All hosting charges, exceptions only through written agreements, are pre-paid in full in advance on a semi-annual or annual basis. If the customer fails to fulfill this condition, their hosting account is de-activated automatically. In order for an account to be re-activated the charge for the relevant period, six-month or yearly, and the account set-up fee must be pre-paid in full in advance.

2. RationalAuto makes no warranties of any kind, whether expressed or implied, for the service it is providing. RationalAuto also disclaims any warranty of merchantability or fitness for a particular purpose. RationalAuto will not be responsible for damages the Customer suffers. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by its own negligence, errors or omissions, or due to the fault of third parties.

3. Services provided to the Customer by RationalAuto may only be used for lawful purposes. Transmission or publication of any information, data or material in violation of any domestic or international regulation or law is prohibited. This includes, but is not limited to, material protected by copyright, trade secret or any other statute, threatening or obscene material. RationalAuto reserves the right to remove any and all materials which infringe on copyright work. Such materials will be removed at any time upon receiving a complaint and or notice of copyright infringement.

4. Ultimately, the responsibility for the content of web pages hosted on RationalAuto's servers on behalf of Customers lies with the Customer themselves. Although RationalAuto will remove any material which it deems inappropriate, it cannot in any way be held responsible for the content of Client sites hosted on its servers.

5. The Customer agrees to defend, hold harmless and expeditiously indemnify RationalAuto from any liability, claim, loss, damage or expense arising out of the indemnifying party's breach or violation of any covenant contained in this Policy and resulting from the Customer's use of the service.

6. RationalAuto accounts cannot be transferred or used by anyone other than the subscriber. Customers may not sell, lease, rent or assign their allocated space, or parts

of it, to any party not named in this Policy. Customers may, however, allow ftp access to its web space to third parties for the purpose of web-design without violating this Policy.

7. RationalAuto reserves the right to cancel the service for any reason without prior notice. In case of cancellation, unused fees may be returned to the subscriber on a pro-rata basis.

8. Additionally, the Client agrees not to utilize the RationalAuto service, equipment or email address in connection with the transmission of the same or substantially similar unsolicited message to 50 or more recipients or eight or more newsgroups in a single day.

9. The Customer agrees not to transmit, promote, or otherwise make available any software, product or service that is either illegal or designed to violate this Agreement. Such software, products or services include, but are not limited to, programs designed to send unsolicited advertisements (i.e. "spamware") and services which send unsolicited advertisements.

10. RationalAuto requires that its agreements be made with a person who is qualified to contract. As such, the subscriber must be over the age of eighteen (18) years. Otherwise, a parent or guardian must accept this agreement.

11. The Client shall ensure that its use of RationalAuto's network services shall not disrupt RationalAuto, its associated networks or equipment forming part of the systems. In instances in which an excessive amount of system resources are utilized by a subscriber, RationalAuto reserves the right to place CPU process limits on the Customer's account to prevent disruption of service to other customers. Customers shall not transmit any communication where the meaning of the message, or its transmission or distribution, would violate any applicable law or regulation or would likely be offensive to the recipient thereof. No message may be mass distributed, "broadcast," or otherwise sent on an intrusive basis to any RationalAuto user or to any directly or indirectly attached network. Use of RationalAuto's resources in a manner that is disruptive, damaging, unlawful, offensive, or intrusive as determined by RationalAuto shall be considered a breach of the terms & conditions and may result in cancellation of service. This prohibition extends to the sending of unsolicited mass mailings from another service which in any way implicates the use of RationalAuto's service, RationalAuto's equipment or any site hosted on any RationalAuto network.

12. The Customer warrants that any material submitted for publication on RationalAuto does not violate or infringe any copyright, trademark, patent, statutory common law or

proprietary interest of others or contain anything obscene or libellous. RationalAuto reserves the right to remove any and all materials which infringe on copyright work. Such materials will be removed at any time upon receiving a complaint and or notice of copyright infringement.

13. Use of other organizations' networks or computing resources is subject to their respective permission and usage policies.

14. For all new domains, the initial registration fee is €40.00 for .com domains and €50.00 for .gr domains for the first two years. RationalAuto will automatically pay this fee as well as all annual renewal fees of €35.00 to the relevant naming authority on the Customer's behalf while your RationalAuto account is active and current. These fees will appear on your billing statement unless prior arrangements are made with your account manager.

15. Transferring your domain to another provider does not constitute cancelling your RationalAuto account. You must notify RationalAuto to formally cancel your account with RationalAuto to avoid further charges.

16. It is the responsibility of the customer to contact RationalAuto of any changes to their account, such as phone number, address, billing information, etc. Customers will be required to provide verification for security purposes authorizing them to make any changes to that account.