

These Terms and Conditions were last updated on 2024-05-05

1. Introduction

These general terms and conditions apply to this web site and to the transactions related to the products and services of epicsoft LLC and its partners. You may be bound by additional contracts connected with products and/or services that you order and receive from epicsoft LLC. If provisions of order-specific contracts conflict with provisions of the general terms and conditions, the provisions of product-specific or contract-specific terms, together with the contract, will prevail.

2. Use of web site

By registering with, accessing, or otherwise using this web site, you hereby agree to be bound by these terms and conditions set forth below. The mere use of this web site implies the knowledge and acceptance of these terms and conditions. In some particular cases, we can also ask you to explicitly agree.

3. Electronic communication

By using this web site and/or communicating with us by electronic means, you agree and acknowledge that we may communicate with you electronically through our web site or by sending you messages by any other electronic means such as email, instant messaging or via social media channels. It is assumed that you, as our Customer, by communicating with us by electronic means, agree with the fact that all notices, agreements, disclosures and other communications that we provide to you electronically satisfy any legal requirement, including but not limited to the requirement that such communication has to be in written form.

4. Intellectual property

We, epicsoft LLC, or our licensors, own and control all of the copyright and other intellectual property rights in this web site and the data, information, and other resources displayed by or accessible within this web site.

4.1 All the rights are reserved

Unless specific content dictates otherwise, you are not granted a license or any other right under copyright, trademark, patent or other intellectual property rights. This means that you are not allowed to use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download or offer for download, transmit, monetize, sell, market, or commercialize any resources on this web site in any form, without our prior written permission, except and only insofar as otherwise stipulated in regulations of mandatory law (such as the right to quote).

5. Newsletter and URL forwarding

Notwithstanding the foregoing, you may forward our newsletter in the electronic form or the link to our web site to others who may be interested in visiting our web site.

6. Third-party property

Our web site may include hyperlinks or other references to other party's web sites. We do not monitor or review the content of other party's web sites which are linked to from this web site. Products or services offered by other web sites shall be subject to the applicable terms and conditions of those third parties. Opinions expressed or material appearing on those web sites are not necessarily shared or endorsed by us.

We will not be responsible for any privacy practices or content of these sites. You bear all risks associated with the use of these web sites and any related third-party services. We will not accept any responsibility for any loss or damage in whatever manner, however caused, resulting from your disclosure of personal information to third parties.

7. Responsible use

By visiting our web site, you agree to use it only for the purposes intended and as permitted by these terms, any additional contracts with us, and applicable law, regulations, and generally accepted online practices and industry guidelines. You must not use our web site or services to use, publish or distribute any material which consists of (or is linked to) malicious computer software; use data collected from our web site for any direct marketing activity, or conduct any systematic or automated data collection activities on or in relation to our website.

Engaging in any activity that causes or may cause damage to our web site is strictly prohibited. This includes any activity that may interfere with the performance, availability, or accessibility of our web site.

8. Refund and Return policy

8.1 Right of termination

You have the right to withdraw from any contract you establish with epicsoft LLC within 30 days without giving a reason.

To exercise the right of withdrawal, you must inform us of your decision to withdraw from the contract by an unequivocal statement (for example a letter sent by post or email). In case of withdrawal by email, you must use the email address that you used at the order process. Our contact details can be found under "contact" on the web site or below. You may use the attached model [withdrawal form](#), but it is not obligatory to use the form.

If you use the option of withdrawal, we will acknowledge receipt of your withdrawal letter on a durable medium (for example by email) without delay.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of termination.

8.2 Effects of withdrawal during the first 30 days of your contract

If you withdraw from a contract with epicsoft LLC during the first 30 days of your contract, we shall reimburse you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction unless we have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

8.3 Effects of withdrawal in general

You as the Customer are obliged to settle all outstanding payments by the end of the notice period.

After expiry of the notice period, the services shall be discontinued and we shall no longer be obliged to provide you with services. We will refund to you the amount already paid for services on a pro rata temporis basis.

8.4 Exceptions

Please note that there are some legal exceptions to the right to withdraw, and some items can therefore not be returned or exchanged. We will let you know if this applies in your particular case.

9. Idea submission

Do not submit any ideas, inventions, works of authorship, or other information that can be considered your own intellectual property that you would like to present to us unless we have first signed an agreement regarding the intellectual property or a non-disclosure agreement. If you disclose it to us absent such written agreement, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

10. Termination of use

We may, in our sole discretion, at any time modify or discontinue access to, temporarily or permanently, the web site or any service thereon. You agree that we will not be liable to you or

any third party for any such modification, suspension or discontinuance of your access to or use of the web site or any content that you may have shared on the web site. You will not be entitled to any compensation or other payment, even if certain features, settings, and/or any content you have contributed or have come to rely on, are permanently lost. You must not circumvent or bypass or attempt to circumvent or bypass any access restriction measures on our web site.

11. Warranties and liability

This web site and all content on the web site are provided on an “as is” and “as available” basis and may include inaccuracies or typographical errors. We expressly disclaim all warranties of any kind, whether express or implied, as to the availability, accuracy, or completeness of the content. We give no guarantee that:

- this web site or our content will meet your requirements;
- this web site will be available on an uninterrupted, timely, secure, or error-free basis.

Nothing on this web site constitutes or is meant to constitute, legal, financial or medical advice of any kind. If you require advice you should consult an appropriate professional.

The following provisions of our general terms and conditions will apply to the maximum extent permitted by applicable law and will not limit or exclude our liability in respect of any matter which it would be unlawful or illegal for us to limit or to exclude our liability. In no event will we be liable for any direct or indirect damages (including any damages for loss of profits or revenue, loss or corruption of data, software or database, or loss of or harm to property or data) incurred by you or any third party, arising from your access to, or use of, our web site.

Except to the extent any additional contract expressly states otherwise, our maximum liability to you for all damages arising out of or related to the web site or any products and services marketed or sold through the web site, regardless of the form of legal action that imposes liability (whether in contract, equity, negligence, intended conduct, tort or otherwise) will be limited to \$100. Such limit will apply in the aggregate to all of your claims, actions and causes of action of every kind and nature.

Nothing in this section will limit or exclude any warranty implied by law that it would be unlawful to limit or to exclude.

12. Privacy

To access our web site and/or services, you may be required to provide certain information about yourself as part of the registration process. You agree that any information you provide will always be accurate, correct, and up to date.

13. Accessibility

We are committed to making the content we provide accessible to individuals with disabilities. If you have a disability and are unable to access any portion of our web site due to your disability, we ask you to give us a notice including a detailed description of the issue you encountered. If the issue is readily identifiable and resolvable in accordance with industry-standard information technology tools and techniques we will promptly resolve it.

14. Export/import restrictions / Legal compliance

The internationality of the world wide web and the possibility of access to services and products over the internet make it impossible for any provider and seller of internet services and products to oversee regional or country regulations on taxes as well as export and import of goods and services. The customer who orders via our web site is solely responsible for complying with business, tax and country laws in the country or countries of use as well as export/import restrictions in case they may be applicable. The customer takes full responsibility for using our services and products in a lawful way. epicsoft LLC assumes that the address given by the customer upon buying a product or service is the address where our products and services are being used. epicsoft LLC denies any responsibility for export/import of services and products sold online via its web site. Access to the web site from territories or countries where the content or purchase of the products or services sold on our web site is illegal is prohibited. You may not use this web site in violation of export laws of Georgia (Country).

15. Assignment

You may not assign, transfer or sub-contract any of your rights and/or obligations given to you as part of a contract with epicsoft LLC under these terms and conditions as well as under the specific terms and conditions of any contracts, whether in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of our terms and conditions will be null and void.

16. Breaches of these Terms and conditions

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the website, contacting your internet service provider to request that they block your access to the website, and/or commence legal action against you.

17. Force majeure

Except for obligations to pay money hereunder, no delay, failure or omission by either party to

carry out or observe any of its obligations hereunder will be deemed to be a breach of these Terms and conditions if and for as long as such delay, failure or omission arises from any cause beyond the reasonable control of that party.

18. Indemnification

You agree to indemnify, defend and hold us harmless, from and against any and all claims, liabilities, damages, losses and expenses, relating to your violation of these Terms and conditions, and applicable laws, including intellectual property rights and privacy rights. You will promptly reimburse us for our damages, losses, costs and expenses relating to or arising out of such claims.

19. Waiver

Failure to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

20. Language

These Terms and Conditions will be interpreted and construed exclusively in English. All notices and correspondence will be written exclusively in that language.

21. Entire agreement

These Terms and Conditions shall constitute the entire agreement between you and epicsoft LLC in relation to your use of this website.

22. Updating of these Terms and conditions

We may update these Terms and Conditions from time to time. The date provided at the beginning of these Terms and Conditions is the latest revision date. We will give you a written notice of any changes or updates, and the revised Terms and Conditions will become effective from the date that we give you such a notice. Your continued use of this website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions. To request a prior version of these Terms and conditions, please contact us.

23. Choice of Law and Jurisdiction

These Terms and Conditions shall be governed by the laws of Georgia. Any disputes relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of Georgia. If any

part or provision of these Terms and Conditions is found by a court or other authority to be invalid and/or unenforceable under applicable law, such part or provision will be modified, deleted and/or enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions. The other provisions will not be affected.

24. Contact information

This website is owned and operated by epicsoft LLC.

You may contact us regarding these Terms and Conditions by writing or emailing us at the following address: support@esn.ge
Saburtalo District, A. Kazbegi Avenue N 14, Flat N7
City Tbilisi 0162, Georgia

25. Download

You can also [download](#) our Terms and Conditions as a PDF.