

## Terms & Conditions

Last update: December 19th, 2024

These Terms and Conditions govern the services provided by Individual Entrepreneur ULADZIMIR HALAK, Identification Number: 300409396, having its registered office at Georgia, Tbilisi, Nadzaladevi district, street Ts. Dadiani, N 34, building 7, building N10 (hereinafter "the Contractor"), to the Customer as specified in the invoice.

1. Acceptance of Terms: By receiving and using the services, you (the Customer) accept these Terms & Conditions, the Privacy Policy, Refund Policy, and any other policies published by the Contractor.
2. Changes: The Contractor may modify these Terms & Conditions, policies, and procedures at its discretion. Updated terms will be posted on [Insert Website Address Here, if applicable] with a revised "Last Updated" date. Your continued use of the services after changes constitutes acceptance of the revised terms.
3. Definitions:
  - Contractor: Individual Entrepreneur ULADZIMIR HALAK, Identification Number: 300409396, having its registered office at Georgia, Tbilisi, Nadzaladevi district, street Ts. Dadiani, N 34, building 7, building N10, providing the services.
  - Customer: The legal entity or individual ordering services via invoice or online payment.
  - Agreement: The agreement between the Contractor and the Customer for service provision, as outlined in these Terms & Conditions and the invoice.
  - Services: Services detailed in the invoice.
  - Party to the Agreement: Either the Contractor or the Customer.
  - Parties to the Agreement: Both the Contractor and the Customer.
  - Business Day: A day excluding Saturdays, Sundays, and Georgian public holidays.
  - Intellectual Property Rights: All rights related to patents, copyrights, trademarks, trade secrets, etc.
  - Invoice: The electronic document detailing services, terms, cost, and Contractor information for payment.
4. Agreement Formation:
  - The Contractor's offer to provide services is made by publishing these Terms & Conditions online or providing them to the Customer.
  - The Agreement is formed upon the Customer's 100% prepayment for services (unless otherwise agreed in writing). This payment constitutes acceptance of the offer and these Terms & Conditions.
5. Scope of Services:
  - The Contractor may provide services to anyone, at its discretion.
  - Service details are in the invoice. The Contractor determines methods and channels. Additional service details may be added to the invoice.

- The Customer provides necessary information and materials within 3 business days of the Contractor's request.
  - The Contractor may use third parties to provide services.
6. Rights and Obligations:
- Contractor's Rights: To refuse instructions violating laws; to suspend or terminate services for Customer non-compliance; to terminate the agreement with 5 days' notice, refunding payments for undelivered services; to extend service timelines if the Customer delays information or actions.
  - Contractor's Obligations: To provide services as specified in the invoice, upon full payment and Customer compliance; to maintain Customer confidentiality.
  - Customer's Rights: To demand efficient service; to terminate the agreement with 10 days' notice (legal entities will be charged for services started before termination).
  - Customer's Obligations: To pay as per invoice; to provide necessary information; to avoid actions disrupting Contractor software or network security; to maintain confidentiality.
7. Payment:
- Service cost is determined by the Contractor's price list [Insert Website Address Here, if applicable] or by prior agreement.
  - 100% prepayment via bank transfer or cryptocurrency is required. Payment is considered complete upon receipt of funds.
  - Customer bears all bank and transfer fees.
8. Intellectual Property Rights:
- The Customer acquires full Intellectual Property Rights to deliverables created by the Contractor.
  - Intellectual Property Rights costs are included in the service price.
  - The Contractor guarantees unencumbered rights and non-infringement of third-party rights.
  - The Contractor ensures proper agreements with all involved parties regarding Intellectual Property Rights assignment. The Contractor will provide copies of these agreements upon request.
  - The Contractor warrants that it has received consent from all involved parties to utilize the intellectual property without naming them. The Contractor will compensate the customer for any damages related to author designation claims.
  - The Contractor grants the Customer the right to modify the delivered materials.
9. Disclaimer of Warranties and Limitation of Liability:
- Services are provided "as is." The Contractor disclaims all warranties.
  - Contractor liability is limited; no liability for special, indirect, incidental, consequential, or punitive damages.
10. Indemnity and Warranty:

- Customer indemnifies the Contractor against third-party claims resulting from Customer breaches or Intellectual Property infringement.
- Customer warrants its non-sanctioned status and agrees to immediate notification should this change. The Contractor reserves the right to terminate the agreement in such circumstances and payment will be made for services rendered before termination.
- Each Party warrants its authority to enter into the agreement and compliance with all laws.
- The Contractor warrants against legal infringements during service provision.
- The Customer warrants the absence of any pending legal actions that could affect the agreement's validity.

#### 11. Miscellaneous:

- This agreement constitutes the entire agreement.
- Governing law: Georgian law. [Important: Verify the appropriate governing law based on the parties' locations and business dealings].
- Jurisdiction: [Important: Specify the appropriate jurisdiction for dispute resolution. Consider specifying Georgian courts or arbitration].
- Electronic signatures are valid.
- The Contractor may reference the Customer and use its trademarks/logo (royalty-free).
- Severability clause: If any part is unenforceable, the rest remains in effect.
- Assignment: Customer cannot assign rights without written consent; the Contractor may assign its rights.
- Force Majeure: Neither party is liable for delays due to events beyond its reasonable control.
- Survival clause: Certain provisions (disclaimers, indemnity, limitations) survive termination.
- No Waiver clause: No failure to exercise rights constitutes a waiver.
- Refund Policy: Refunds are possible within 7 days, subject to a 5% deduction. After 7 days, no refunds. Refunds may be denied in cases of fraud, abuse, resale, or violation of the refund process. Refunds must be requested via email to [insert email address].
- Marketing Subscription: Unused hours in a marketing subscription carry over to the next month only if the subscription is renewed. No refund for unused hours if not renewed.