

PUBLIC OFFER ON DELIVERY OF SERVICES ACCORDING TO THE PACKAGES OF THE ELECTRONIC MANAGEMENT SYSTEM "ELMASYS"

1. GENERAL TERMS

1.1 This Contract (hereinafter referred to as the Contract) is a proposal ("public offer") of "eSOFT" LLC (hereinafter referred to as the "Seller") for the delivery of services according to the of the packages of the electronic management system "ELMASYS" (hereinafter services) and includes all substantive terms of the sale and as a result, all essential conditions for receiving cash services.

2. TERMS USED IN THE CONTRACT

2.1. Within the framework of this offer, the following terms have the following meanings:

Offer: Provision of services, and as a result, the offer of cash services, published on the Seller's official website- www.elmasys.com.

Offer acceptance: full and unconditional acceptance of the offer by performing the actions specified in Section 4 of the Agreement.

Purchaser: Physical or legal entity or individual entrepreneur, who has made an acceptance of the offer and is the Purchaser of the Services provided by the Seller and other necessary services related to it.

Offer agreement: Purchase of a software package selected by the Purchaser, sale of other necessary services related to it, as a result of which a contract for the provision of cash services is concluded between the Seller and the Purchaser, which is considered concluded from the moment the offer is accepted.

Agreement: Contract for the sale of software packages of "ELMASYS" electronic management system and services related to the provision of services in accordance with the selected package, which is concluded between the Seller and Buyer and which may establish other arrangements regarding the amount of payment, terms and other provisions.

Website: an internet domain - www.elmasys.com, where all basic service packages are described.

2.2. Terms used in this proposal that are not specified in clause 2.1 of the Agreement are interpreted in accordance with the text of the Agreement.

3. THE SUBJECT OF THE OFFER CONTRACT

3.1. The subject of this offer is the provision of the service package (Package selected by the Purchaser) to the Purchaser and the receipt of funds from the Purchaser.

3.2. The Seller undertakes to provide the relevant and selected services related to the selected package of the "ELMASYS" system, and the Purchaser is obliged to pay for it via website- www.elmasys.com in accordance with the terms and conditions set forth in the Contract.

4. OFFER ACCEPTANCE AND OFFER CONTRACT SIGNING

4.1. The purchaser accepts the offer by registering in the relevant section of the website-www.elmasys.com or by submitting an application.

4.2. The offer agreement is considered concluded from the moment of acceptance of this offer and enters into force upon passing the credentials of the package selected by the Purchaser.

5. ACCEPTANCE CONDITIONS AND TERMS

5.1. The registration on www.elmasys.com is done by filling in all the required information of the relevant section of the website, and the application is submitted to the Seller by providing the required information, through the Seller's offered and Purchaser's preferred communication channel. The purchaser bears the burden of credibility.

5.2. By registering on www.elmasys.com or by submitting an application, the Purchaser agrees to the terms of the Contract provided by the Seller.

5.3. The offer is valid from the moment of registration on the website - www.elmasys.com or by submission of the application by the Purchaser.

6. PAYMENT TERMS

6.1. For all services provided to the Purchaser, including the selected package and other related services, the payment is made at the value of the package selected by the Purchaser, based on the postpaid or advance paid invoice issued by the Seller.

6.2. In accordance with the Offer Contract, the Payment made by the Purchaser is accepted through a bank transfer via payment systems or bank transfers available on www.elmasys.com.

7. SELLER'S RIGHTS AND OBLIGATIONS

7.1. The seller is obliged to:

7.1.1. provide services in accordance with the package selected by the purchaser in accordance with the terms of this offer.

7.1.2. Transfer the credentials of the package and all related data to the purchaser via www.elmasys.com (unless otherwise provided by the Contract).

7.1.3. extend the period of validity of the package during the period of inactivity of the system for more than one day.

7.2. The Seller has the right to:

7.2.1. cease the provision of the services in the case of exceeding the limit of the selected package, and in case of none payment of the payments under the conditions and deadlines according to the laid payment account,

7.2.2. amend contract terms by informing the Purchaser about it via system or via an email,

7.2.3. use "ELMASYS" system information on a legal basis, for scientific research or in order to improve the service quality.

8. RIGHTS AND OBLIGATIONS OF THE PURCHASER

8.1. The Purchaser is obliged to:

8.1.1. implement all the requirements defined by this Offer,

8.1.2. use services according to the usage instructions defined by the Seller,

8.1.3. make payments for the provided services on the following website www.elmasys.com according to the terms and conditions set under the contract.

8.2. The Purchaser does not have the right to transfer the package of the service and all related data to a third party, as well as to perform actions that would damage the channel, servers or system.

9. RESPONSIBILITIES OF THE PARTIES

9.1. The parties are responsible for non-performance or improper performance of the obligations set forth in the Contract, in accordance with the laws of the State of the Seller and in accordance with the UN Convention on the International Trade in Goods of April 11, 1980.

9.2. The Seller is not responsible for the information entered by the Purchaser into the system.

9.3. The Seller or the Purchaser are exempt from liability for violation of these Terms of Service if such violation is caused by force majeure (force majeure), including actions of government bodies, fire, flood, earthquake, other natural disasters, lack of electricity and (or) computer network activity failures, strikes, civil unrest, riot, any other circumstances not included in the list and which may affect Seller's offer contract performance.

9.4. All disputes arising in connection with this Contract should be resolved through negotiations, and in case of non-settlement of disputes through negotiations, in accordance with the laws of the State of the Seller.

9.5. Material or moral damage caused by the Purchaser due to inactivity or system malfunction or software errors is not subject to compensation by the Seller.

10. OTHER CONDITIONS

10.1. Any notice in the Agreement may be sent by one Party to the other Party by email. The Seller's email address is indicated in the corresponding section of the Seller's website in the registration details, and the e-mail address of the Seller is listed in the requirements of the Seller.

10.2. The Seller agrees to store all the information received from the Purchaser for at least 20 (twenty) years, according to this Contract, also after termination of the Contract, with the exception of brief information about them in the section "Our Customers" and also opinions concerning the system.

10.3. The Purchaser agrees to the Privacy Policy of the website.

10.3. Funds paid to the Seller on the basis of a payment account are non-refundable.

10.4. Agreements on amendments and additions to this Contract and Appendices are integral part of this Contract.

10.5. The invalidity or change of a clause of this Contract does not entail the invalidity or change of other clauses.

10.6. The provisions of the Agreement shall apply in the event of any conflict between this Offer and the Agreement.

SELLER' CREDENTIALS

“eSOFT” LLC

46, Silikyan str., 4, Yerevan

“Ameriabank” CJSC

1570056638910100

support@elmasys.com

TIN: 01294966

SEO

M.Avagyan