

Terms and Conditions

LAST UPDATE: March 2021. EPIC TECH, LLC

1. Understanding and Acceptance of Terms

You agree, that by using the online and offline products and services (collectively, “the Service” or “Services”) provided by EPIC TECH, LLC (collectively, “EPIC”, “We” or “Us”) you are bound by these Terms and Conditions (“TAC”), together with our Privacy Policy, both of which may be amended or updated from time to time, in our sole discretion without notice. The most current version of the TAC is available for your review at any time at www.epicset.com. These TAC contain the rules which govern your access to and use of any portion Of EPIC’s website; and any work placed either through EPIC’S website, mobile app, by telephone, or by any other means, any information placed either through EPIC’s software, EPIC’s website, by telephone, or by any other means, and; as applicable, your access to, use, or attempted use of any of EPIC products and/or services (collectively, EPIC). Your Use of EPIC for the first time shall be considered your consent to be bound by this Agreement for the first and all subsequent instances of Your Use and shall be enforceable as a contract between You and Us as if you had signed this Agreement. IF YOU DO NOT OR CANNOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE EPIC services, OR USE ANY EPIC PRODUCT OR SERVICE. PLEASE NOTE THAT THIS AGREEMENT INCLUDES A MANDATORY ARBITRATION AGREEMENT BELOW.

ARBITRATION MEANS THAT YOU AGREE TO SUBMIT ANY “CLAIM” (AS SUCH TERM IS DEFINED HEREIN) TO BINDING ARBITRATION RATHER THAN TAKING ACTION IN COURT. EPIC only provides, and access is permitted only, to business entities and those specifically affiliated entities and persons identified in the contract between EPIC and the business entity as authorized for access. Any other use is considered as unauthorized. As a pre-requisite to Your Use, you represent to Us and agree that (the terms “you” or “your,” as used herein shall, unless the context otherwise reasonably requires, refer to both (A) such Business User (considered hereafter as the Client; any third party vendors or affiliates authorized by the client and approved by EPIC in writing, and/or EPIC or any of EPIC’s affiliates), and (B) the individual or individuals (the “Individual User(s)”) accessing or using the Service as authorized or invited by such Business User; provided, however, that each such Individual User(s) shall upon the conclusion of the project remain vicariously liable for their individual use of the Service and shall be required to continue to comply with these TAC’s. If you do not meet the requirements above, or if you do not agree with these terms and conditions, you may not use the Service. You also understand and agree that the Service may include mandatory communications from EPIC, such as maintenance, service announcements and administrative messages, that all such communications are considered an integral part of EPIC’s services, and that you will not be able to opt out of receiving them. Updates and additions that augment or enhance the current Service shall be subject to the TAC’s. By using this system, you agree to an e-signature of your name as well as auto population of required information to be applied to any and all required federal, state and project documents and forms including (but not limited to) nonunion arbitration agreements, NDA’s and performance releases. You understand and agree that the Service is provided “as is” and “where is” without any express or implied warranties and that EPIC’s Software assumes no responsibility for the timeliness, deletion, mis-delivery of or failure to store any user content, data or settings. EPIC’S’s Software shall not be responsible for any fees (such as Internet Service Provider charges) you may incur in order to access the Service or for the provision or maintenance of any equipment needed to access the Service. Your access to the Service shall not be used for the purpose of monitoring or reporting its performance, availability, or functionality, or for any other benchmarking or competitive purposes, without EPIC’s prior written consent. Access to the Service by a direct competitor or agent thereof of EPIC, except with EPIC’s prior written consent, is strictly prohibited.

2. Access to Your Account

By using and accessing the Service, you represent and warrant to Us that (i) you are not prohibited or restricted from receiving our services (ii) your use of the Service does not violate any applicable law or regulation of the United States or of the jurisdiction in which you are situated, and (iii) you will not access the Service through the use of “bots” or any other automated method. You also agree that: (a) the information provided about yourself in the Service registration process as well as during the entire period of use is true, accurate, current and complete; and (b) if any such data becomes untrue, inaccurate, out-of-date, or incomplete, you will promptly update or correct that data. EPIC has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof) if it discovers or reasonably suspects that any of the Data you have provided is untrue or inaccurate. You will receive a password and account designation upon accepting EPIC’s TAC. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify EPIC of any unauthorized use of your password or account or any other breach of security by emailing support@epicset.com; and (b) ensure that you exit from your account at the end of each session. EPIC cannot and will not be liable for any loss or damage arising from your failure to comply with the TAC, including, without limitation, this section.

3. Data Privacy

All data and information collected about you is subject to our Privacy Policy, which may be amended or updated from time to time without notice and is incorporated by reference herein in its entirety. For more information, please see our full Privacy Policy at [\[link\]](#). You understand that through your use of the Service you consent to the collection and use (as set out in the Privacy Policy) of this information.

4. Content

For the purposes of this Agreement, “Content” shall mean and refer to any and all data, code, video, images, text, documents or other materials of any type together with any and all information that is represented by such Content that is made available to or through our Service by you or any - Users, whether such Content is emailed, posted, submitted or otherwise publicly or privately transmitted. You understand, and authorize EPIC to share such content, as required, with any third party necessary for EPIC to provide its services to the business user, including but not limited to, union requirements by SAG/AFTRA. You and other users, and not EPIC, are entirely responsible for all Content made available via the Service. EPIC therefore has no control over the Content posted via the Service and does not have supervision of or access to such Content except information related to accounts or as may be specifically authorized by this Agreement. EPIC does not guarantee or endorse the Content of its users. By using the Service, it is possible that you may be presented with Content that is offensive, indecent, objectionable, or illegal in your jurisdiction. EPIC shall not be liable in any way for any Content without limitation, and is not responsible for any errors or omissions or any loss or damage of any kind incurred as a result of the use or transmission of any Content made available via the Service. EPIC does not screen Content,

however, you agree that EPIC and/or anyone designated by EPIC shall have the right to screen, refuse, move, or remove any Content made available via the Service. EPIC and its designees, at their sole discretion, shall have the right to remove any Content that violates the TAC or is otherwise objectionable or illegal. The exercise of EPIC's right to remove Content shall not give rise to any liability or obligation to you. You assume all responsibility and risks associated with the use of, accuracy of, or completeness of any Content. You specifically acknowledge that you may not rely on any Content created by EPIC, submitted to EPIC, or made available through the use of EPIC. Your consent shall not be required for EPIC to disclose your account information and Content if required to do so by any applicable law or in a good faith belief that such disclosure is reasonably necessary to: (a) comply with any applicable legal process or valid subpoena that requests disclosure of information or Content held in the name of a User, Individual Users, or both; (b) enforce the TAC; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of EPIC, its users and the public. Because of the technical processing and transmission requirements of the Service, the handling of your Content may involve changes to conform and adapt to technical requirements of connecting networks or devices, and EPIC shall not be liable to you for such changes. You shall abide by and agree not to attempt to override or circumvent the usage rules established by and for the Service. Any unauthorized reproduction, publication, or distribution of the materials provided on the Service, in whole or in part and whether in public or in private, is strictly prohibited. You retain all right, title and interest in and to your Content and EPIC shall not claim an ownership interest in such Content; provided, however, that for Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant EPIC a worldwide, royalty-free, and non-exclusive license that is perpetual, irrevocable, and fully sublicensable, for the unrestricted use of such Content, whether in whole or in part, and to incorporate such Content into other works in any format or medium.

5. Usage Restrictions

You agree to not use the Service to:

Transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, under any applicable laws or as may be deemed so at the sole discretion of EPIC;

Impersonate or falsely state or otherwise misrepresent your affiliation with a person or entity;

Misrepresent, hide, or disguise the origin of any Content transmitted through the Service;

Transmit or otherwise make available any Content that you do not have a right to make available under any applicable law or that is subject to and in violation of a contractual or fiduciary relationship of which you or any other person may be a part;

6. Warnings Regarding International Use

You agree to familiarize yourself and comply with any and all applicable local, state, national or international laws and regulations that may apply to your use of the Service regarding online conduct and acceptable Content. Specifically, you represent that you are knowledgeable of and will comply with all applicable laws regarding the transmission of technical data exported from the United States, from the country or jurisdiction in which you reside, or from the country or jurisdiction whose laws and regulations apply to your specific use of the Service.

Transmit or otherwise make available any Content that infringes on any patent, trademark, trade secret, copyright or other proprietary rights, for which you do not have a valid license or authorization from the holder of such rights;

Engage in unsolicited advertising, marketing or other activities, as determined at the sole discretion of EPIC and including, without limitation, any such activities that violate the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, the Telemarketing Sales Rule, 47 C.F.R. §64.1200 et seq., or other state or local laws relating to calling or texting;

Transmit or otherwise make available any material that links to, makes available, or contains software viruses or any other codes, files, or programs designed to or that will have the effect of degrading, interrupting, destroying, or limiting the functionality of any computer software or hardware or telecommunications equipment;

Act in a manner that degrades, interrupts, limits, or negatively affects other users' ability or desire to use the Service;

Interfere with or disrupt the servers or networks that are connected to or involved in providing the Service, or ignore or disobey any requirements, procedures, policies, or regulations established for networks connected to the Service;

Violate any applicable local, state, national or international law, regardless of whether such violation is harmful to the Service or its users and regardless of knowledge, intention, or malice;

Provide any support or resources (or to assist in concealing any support provided by third parties) to any person(s) or organization(s) designated as a foreign or domestic terrorist or terrorist organization by the United States government, or any government under whose jurisdiction you may be; and/or frequently reassign or transfer your license to use the Service between individuals so as to effectively enable the sharing of a single Software license. Software Subscriptions are intended for the use of uniquely identified individuals and usage as described above would be a violation of the TAC.

7. Indemnity

You, as a User and/or Individual User(s), to the full extent permitted by law, agree to indemnify and hold harmless EPIC and all of its parent companies, subsidiaries, affiliates, officers, directors, stockholders, agents, attorneys, employees, partners, licensors and other representatives from any claim or demand, together with attorneys' fees and court costs, made by any third party due to or arising out of, or in connection with, (i) your use, connection to, or access of the Service, (ii) your Content, (iii) your violation

of the TAC, applicable law, or the intellectual property or other rights of another person or entity, and (iv) any sales and use or other taxes arising in connection with your purchase or use of the Service.

8. No License for Resale of Service

Your right to use and access the Service does not include a license for resale of the Service to others. You agree not to duplicate, copy, sell, trade, resell or exploit for any purposes, commercial or otherwise, any portion of, use of, or access to the Service unless you obtain specific written authorization for such use from EPIC.

9. Use and Storage

You agree that EPIC shall not be responsible for storing or maintaining any data or content provided by you, except as may be expressly set forth in a contract for its services with a Business User, or for 30 days following the termination of a users account

10. Modifications to Service

EPIC has the right, at any time and from time to time, to modify or discontinue, either temporarily, intermittently, or permanently, the Service or any portion of the Service with or without notice to you. This especially includes cases where unprofessional or inappropriate behavior/language is exhibited by yourself or members, including agents of your company. Our team strives to act professionally at all times, and we expect the same from our users. You agree that EPIC shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

11. Marketing

EPIC may, at its option, identify you as a customer to third parties or to the public and you agree that EPIC may refer to you by name or by any applicable trade name and trademark and may briefly describe your business in marketing materials and on our website. You grant EPIC an irrevocable, perpetual, world-wide license to use your name and any of your trade names and trademarks without compensation for purposes of the rights granted to EPIC in this section. If you do not agree to the terms within this paragraph 11, you may at any time notify EPIC, in writing, of your intent to opt-out. To opt-out, please email support@epicset.com.

12. Third Party Resources

EPIC may provide at its discretion, or third parties may provide on behalf of EPIC and/or its Clients, links to World Wide Web sites or resources that may or may not be affiliated with EPIC. EPIC has no control

over such sites and resources or their content or services. You acknowledge and agree that EPIC is not responsible for the availability of such external sites or resources, and that the provision of a link to such external site or resource does not constitute an endorsement or give rise to any responsibility or liability of the Service for your use or consumption of any content, advertising, products or other materials on or available from such sites or resources.

By agreeing to the TAC's you are accepting and opting into email and text messaging including but not limited to communications from third party services. You agree that you are responsible for any messaging and data rates that may apply.

13. EPIC's Proprietary Rights

You acknowledge and agree that any and all software used in connection with the Service ("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws and all rights in and to such proprietary and confidential information are reserved to EPIC's Software and Services.. Except as expressly authorized in writing by EPIC or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services or the Software, in whole or in part, or to so use any associated copyrighted, trademarked, service marked, or patented material. Subject to the terms and conditions of this Agreement, EPIC grants you a temporary limited personal, non-transferable, and non-exclusive right to use its Software on your computing and mobile devices. You shall not (and shall not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software or services. You agree not to modify the Software in any manner or form, or to use modified versions of the Software for any purpose other than as may be specifically granted by EPIC. You agree to access the Services only by and through the interface that is provided by EPIC.

You agree that EPIC's software and services constitute proprietary intellectual property and trade secrets exclusively owned by EPIC TECH, LLC.

14. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW: (i) YOUR USE OF THE SERVICE OR ANY PART THEREOF IS AT YOUR SOLE RISK, (ii) THE SERVICE IS PROVIDED ON AN "AS IS," "WHERE IS," AND "AS AVAILABLE" BASIS, AND (iii) EPIC AND ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, STOCKHOLDERS, EMPLOYEES, ATTORNEYS, PARTNERS, LICENSORS, AGENTS AND OTHER REPRESENTATIVES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
2. EPIC MAKES NO WARRANTY THAT: (i) THE PRODUCTS, SERVICE, INFORMATION, QUALITY, OR RESULTS

OF YOUR USE OF ITS SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (ii) THE SERVICE WILL BE CONTINUOUS, SECURE, ERROR-FREE, OR PROVIDED IN A TIMELY FASHION; (iii) ANY RESULTS THAT ARE OR MAY BE OBTAINED FROM YOUR USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (iv) ERRORS OR DEFECTS IN THE SOFTWARE, IF ANY ARE FOUND, WILL BE CORRECTED OR REMEDIED IN A TIMELY MANNER OR AT ALL.

3. ACCESS TO MATERIAL AND INFORMATION THROUGH THE SERVICE IS AT YOUR OWN DISCRETION AND RISK. YOU ARE SOLELY RESPONSIBLE FOR DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM ACCESSING ANY SUCH MATERIAL AND/OR INFORMATION. ADDITIONAL DISCLAIMERS AND CAVEATS MAY APPEAR THROUGHOUT THE WEBSITE AND YOUR USE OF THE SERVICE IS ALSO SUBJECT TO THOSE ADDITIONAL DISCLAIMERS AND CAVEATS.

4. THERE SHALL BE NO WARRANTIES NOT EXPRESSLY STATED HEREIN. EPIC ASSUMES NO RESPONSIBILITY FOR ANY ACTION OR INACTION YOU TAKE BASED ON THE INFORMATION, SERVICES, OR OTHER MATERIAL MADE AVAILABLE THROUGH THE SERVICE. EPIC STRIVES TO KEEP SUCH INFORMATION ACCURATE, COMPLETE, AND UP TO DATE. HOWEVER, EPIC CANNOT AND DOES NOT GUARANTEE THE SAME, AND EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR ANY DAMAGE OR LOSS RELATED TO THE ACCURACY, COMPLETENESS, OR TIMELINESS OF SUCH INFORMATION.

15.. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, EPIC AND ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, STOCKHOLDERS, EMPLOYEES, AGENTS, ATTORNEYS, PARTNERS, LICENSORS AND OTHER REPRESENTATIVES SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES OF ANY SORT RESULTING FROM: (i) YOUR USE OF OR YOUR INABILITY TO USE THE SERVICE; (ii) THE COST OF SUBSTITUTE GOODS AND SERVICES ARISING FROM YOUR INABILITY TO USE THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICES.

16.. Exclusions and Limitations

EPIC MAKES NO REPRESENTATIONS AS TO THE APPLICABILITY OR ENFORCIBILITY OF THE TERMS OF THIS AGREEMENT IN YOUR JURISDICTION. SOME JURISDICTIONS, FOR EXAMPLE, MAY NOT ALLOW FOR (I) INDEMNIFICATION, AND (II) THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY. ACCORDINGLY, SOME OF THE PROVISIONS CONTAINED HEREIN MAY NOT APPLY TO YOU. IF YOU ARE UNSURE WHETHER SUCH EXCLUSIONS AND LIMITATIONS APPLY TO YOU, EPIC ENCOURAGES YOU TO SEEK LEGAL COUNSEL IN YOUR JURISDICTION. TO THE EXTENT ANY PROVISION HEREIN IS DEEMED VOID OR UNENFORCEABLE, THE REMAINDER OF THESE TAC'S SHALL REMAIN IN FULL FORCE AND EFFECT.

17.. Trademark Information

The EPIC and EPIC logos, trademarks, and service marks and other EPIC product and service names are trademarks of EPIC TECH, LLC.

You agree that EPIC's software and services constitute proprietary intellectual property and trade secrets exclusively owned by EPIC TECH, LLC.

18. Pre-Dispute, Mandatory Binding Arbitration, and Class Action Waiver

Mandatory Pre-Dispute Procedures. You acknowledge and agree that before initiating any Claim against the EPIC Parties, you will first give us an opportunity to resolve your problem or dispute by sending a written description of your problem or dispute to us. Your written description shall include, but not be limited to, information or representations related to the product or services giving rise to the problem or dispute and your description or interpretation of the issue. The written description shall be sent by U.S. Mail to EPIC TECH, LLC, 108 Montgomery Street, Rhinebeck, NY 12572 Attn: General Counsel. Before proceeding in any other manner, you agree to negotiate with EPIC in good faith about your problem or dispute. If for some reason your problem or dispute is not resolved to your satisfaction within 60 days after EPIC's receipt of your written dispute, you agree to the dispute resolution provisions below.

MANDATORY ARBITRATION. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Arbitration shall be commenced no later than one (1) year after the event giving rise to the claim or dispute. Any proceeding commenced after one (1) year shall be barred. Claims shall be heard by a single arbitrator. The place of arbitration shall be Ulster County New York. The arbitration shall be governed by the laws of the State of New York. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this section. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above. .

You further agree that the arbitrator may not consolidate proceedings or claims or otherwise preside over any form of a representative or class proceeding.

Exceptions to Binding Arbitration. As an exception to binding arbitration, you and EPIC both retain the

right to pursue an action in a small claims court that is within that court's jurisdiction and proceed on an individual (non-class) basis. EPIC will not demand arbitration in connection with any individual claim that you properly file and pursue in a small claims court, so long as the claim is pending only in that court. You agree that the proper venue for all small claims actions shall be in a Justice of the Peace Court in Ulster County New York.

Enforceability. This provision survives termination of your account or relationship with EPIC, bankruptcy, assignment or transfer. If the class action waiver is deemed unenforceable (i.e., unenforceability would allow arbitration to proceed as a class or representative action), then this entire arbitration provision shall be rendered null and void and shall not apply. If a portion of this arbitration provision (other than the class action waiver) is deemed unenforceable, the remaining portions of this arbitration provision shall remain in full force and effect.

Amendments. EPIC reserves the right to amend this arbitration provision at any time. Your continued use of any EPIC website, purchase of a EPIC product or service, or use or attempted use of a EPIC product or service, is affirmation of your consent to such changes. Should the changes to this arbitration provision be material, EPIC will provide you notice and an opportunity to opt-out. Your continued use of any EPIC website, purchase of a EPIC product or service, or use or attempted use of a EPIC product or service, is affirmation of your consent to such material changes. **YOU HAVE THE RIGHT TO OPT-OUT OF THIS ARBITRATION PROVISION WITHIN 30 DAYS FROM THE DATE OF PURCHASE, USE, OR ATTEMPTED USE OF A EPIC PRODUCT OR SERVICE (WHICHEVER COMES FIRST) BY WRITING TO EPIC, LLC, 108 Montgomery Street, Rhinebeck, NY 12572 ATTN: GENERAL COUNSEL. FOR YOUR OPT-OUT TO BE EFFECTIVE, YOU MUST SUBMIT A SIGNED WRITTEN NOTICE IDENTIFYING ANY EPIC PRODUCT OR SERVICE YOU PURCHASED, USED OR ATTEMPTED TO USE WITHIN THE 30 DAYS AND THE DATE YOU FIRST PURCHASED, USED OR ATTEMPTED TO USE OF EPIC PRODUCT OR SERVICE. UNTIMELY OPT-OUTS WILL NOT BE VALID AND YOU MUST THEN PURSUE YOUR CLAIM THROUGH ARBITRATION PURSUANT TO THESE TERMS.**

21. Choice of Law and Forum

Except to the extent required by applicable law or as otherwise set forth herein (including the arbitration provisions set forth above), (i) the TAC and the relationship between you and EPIC shall be governed by the laws of the State of New York without regard to its conflict of law provisions, and (ii) You and EPIC agree to submit to the personal and exclusive jurisdiction of the courts located within the County of Ulster, State of New York regardless of (A) your world-wide physical location, or (B) the jurisdiction where you purchased or use the Service.

22. General Information

Entire Agreement. The TAC constitutes the entire agreement between you and EPIC and govern your use of the Service, superseding any prior agreements between you and EPIC with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use other EPIC services, affiliate services, third-party content, or third-party software.

Notice and Future Changes. EPIC may provide you with copies of all notices required under these TAC (including the Privacy Policy) by email or via the website. You agree that it is your responsibility to review the TAC (including the Privacy Policy) periodically so that you are aware of any modifications. Your continued use of the Service after any modifications indicates your acceptance of the modified TAC (and all other agreements, policies, rules and guidelines referred to herein). Unless expressly stated otherwise by EPIC, any new features, new services, enhancements or modifications to the Service implemented after your initial access to the Service shall be subject to these TAC.

Waiver and Severability of Terms. The failure of EPIC to exercise or enforce any right or provision of the TAC shall not constitute a waiver of such right or provision. If any provision of the TAC is found by a court of competent jurisdiction to be invalid under applicable law, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions to the greatest extent possible as reflected in the provision

No Right of Survivorship and Non-Transferability. You agree that your EPIC account is non-transferable and any rights to your EPIC ID or contents within your account terminate upon cessation of your legal existence or death, as applicable. Upon receipt of a copy of a certificate of dissolution or death certificate, as applicable, your account may be terminated and all contents therein permanently deleted.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TAC must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TAC are for convenience only and have no legal or contractual effect.