

*Last updated: August 2023*

## **Wizlogo Terms of Service**

These Terms of Service (**Terms**) govern your use of the Wizlogo website (<https://wizlogo.com>) (**Site**) and the Services provided by Wizlogo, MB (**Wizlogo, we**). By accessing or using the Site and its Services, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the Wizlogo Site or its Services.

### **[1] Account Registration**

You may use the Wizlogo website as a guest, without creating an account. However, to purchase a logotype and obtain the rights to it, you must sign in to your Wizlogo account.

You can create a Wizlogo account by providing your email address and creating a password, or by signing in with your Facebook or Google account.

You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account.

### **[2] Service Description**

The Site offers a range of Services, some of which are provided free of charge, while others require payment. We reserve the right to add, remove, or modify any of our Services without prior notice to you.

(i) **Free services.** Users have access to various free services, including the ability to create, download, and use a low resolution logotype for personal purposes. Please note that these free services do not grant users any license, right, or interest in the Design unless payment is made.

(ii) **Paid services.** In order to obtain the Usage Rights for the Design, users are required to make a payment. This payment enables users to create and download the logotype in high resolution and acquire the necessary rights to use it for commercial purposes, both in print and online.

Payments for the Wizlogo Services are processed through secure third-party payment processors. Wizlogo does not store your payment information.

### **[3] Automatic Renewal**

CERTAIN SERVICES MAY BE SUBJECT TO AUTOMATIC RENEWAL, ON EITHER A MONTHLY OR ANNUAL BASIS. UNLESS YOU CANCEL SUCH SERVICES ON THE SITES BY EMAILING [INFO@WIZLOGO.COM](mailto:INFO@WIZLOGO.COM) OR USING ANY CANCELTION MECHANISMS PROVIDED ON THE SITE, YOUR CREDIT CARD ON FILE WILL BE CHARGED A SPECIFIED AMOUNT BOTH WHEN YOU SIGN UP FOR THE SERVICES AND EACH TIME THAT THEY RENEW.

#### **[4] Refund Policy**

At Wizlogo, we strive to provide our users with high-quality logotype designs that meet their expectations. Before making a payment, we encourage our users to carefully evaluate and decide whether they like the design or not. Once the payment is completed, refunds will only be issued within 30 days if the purchased design is damaged by a fault on our part. In such cases, we take full responsibility and are committed to rectifying the situation promptly.

We kindly request that you carefully review clause **[3]** of our Terms, as it pertains to payments for our subscription services. Please note that payments made for subscription plans are non-refundable. By purchasing a subscription, you assume full responsibility for managing the plan you have chosen.

Also, we do not take responsibility for typing, image, or design errors introduced by users in creating any Designs or otherwise using the Site or Services or problems arising from your breach of these Terms.

#### **[5] Intellectual Property**

All of Wizlogo designs that appear throughout the Design process are the property of Wizlogo. Except as otherwise specifically provided herein, nothing should be construed as granting any license or right to use Design on the Site. Any use of the Design for any purpose other than as specifically permitted herein or without our prior consent is expressly prohibited.

#### **[6] License**

Throughout the process of design, Wizlogo may show you different designs and/or design concepts, however you have no right or license to use or copy any of the designs other than the final one once it is paid for.

Upon full payment and compliance with the Terms, we grant you a non-exclusive, non-transferable, and revocable right to use the logotype.

If you purchase a logotype, you obtain a license to use the logotype for both commercial and non-commercial purposes, even after your subscription has expired. However, your license is subject to the following cumulative conditions:

- (i) You have made complete payment to Wizlogo for the Logo;
- (ii) You are in complete compliance with the Terms;
- (iii) You have downloaded the logotype to your device;
- (iv) Your License allows you to use the logotype for commercial and non-commercial purposes, as long as such usage is in accordance with the provisions outlined in the Terms.

#### **[7] Usage Rights**

Users who have purchased Usage Rights are granted a non-exclusive, non-transferable, non-assignable license to use the Design.

If a user has not purchased Usage Rights, they are expressly prohibited from copying, downloading, or using the Design, except for the purposes of reviewing or editing the Design on the Site.

It is important for users to understand that the rights granted under this agreement are limited to the above-referenced license. No trademarks or service marks in or to any Design are being conveyed under this agreement. By purchasing Usage Rights, users acknowledge and agree that they hold no ownership interest or right to any Design beyond the license granted. Users are prohibited from attempting to assert intellectual property rights or ownership to any Design, even if Usage Rights have been purchased. Users also agree not to apply for or obtain trademark, service mark, copyright, or other intellectual property protection on Designs, nor attempt to enforce any rights against Wizlogo. The sole remedy for refusing to comply with these requirements is to discontinue usage of the Site.

By using the Wizlogo services, you acknowledge that Wizlogo has no obligation or duty to perform trademark, service mark, or copyright clearance searches to validate the legality or propriety of the Design.

You grant Wizlogo a perpetual, irrevocable, royalty-free, worldwide, assignable, transferrable, non-exclusive right and license to reproduce, display, perform, transmit, modify, publish, create derivative works from, and otherwise use the Design, including any content submitted or provided by you, in any formats or media now known or hereafter devised. This license is granted for the purposes of providing you with and promoting Wizlogo's Services.

### **[8] Prohibited Uses**

You agree not to use the Wizlogo Site or Services for any illegal, harmful, or unauthorized purposes.

You may not use the Wizlogo Services to create logos that infringe upon the intellectual property rights of others.

You may not resell, reproduce, or distribute the logotypes created using the Wizlogo Services without the express permission of the respective logotype creators.

### **[9] Representations and Warranties**

You represent, warrant and covenant that you will comply with all of the requirements set forth in these Terms and that you are at least eighteen (18) years old.

### **[10] Limitation of Liability**

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE, SERVICES AND ANY OTHER MATERIALS. THE SITE, SERVICES AND OTHER

MATERIALS, OUR CONTENT (WHETHER PROVIDED PURSUANT TO YOUR INSTRUCTIONS OR REQUEST OR OTHERWISE), AND ANY DESIGNS OR OTHER MATERIALS GENERATED USING THE SITE, ARE PROVIDED "AS IS" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND WIZLOGO AND ITS AFFILIATES AND THEIR RESPECTIVE SERVICE PROVIDERS DISCLAIM ALL SUCH REPRESENTATIONS OR WARRANTIES. WITHOUT LIMITATION OF THE FOREGOING, WIZLOGO PROVIDES NO WARRANTY THAT ANY DESIGNS CREATED USING THE SITES WILL NOT INFRINGE, OR BE SUBJECT TO A CLAIM OF INFRINGING, THE INTELLECTUAL PROPERTY RIGHTS OF ANOTHER PARTY. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, WIZLOGO DOES NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE USE OF ANY DESIGNS.

OTHER USERS USE OUR CONTENT TO CREATE LOGOS AND OTHER DESIGNS. THEREFORE, WE CANNOT GUARANTEE THAT YOUR DESIGN WILL NOT BE THE SAME AS, OR SIMILAR TO, DESIGNS THAT HAVE BEEN, OR WILL BE, CREATED BY OTHERS, OR THAT YOUR DESIGN DOES NOT OR WILL NOT INFRINGE ON ANYONE ELSE'S TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF A DESIGN DOES NOT INFRINGE ON ANYONE ELSE'S TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS.

IN NO EVENT SHALL WIZLOGO OR ITS AFFILIATES OR THEIR RESPECTIVE SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF, DELAY IN USING, OR INABILITY TO USE THE SITE OR SERVICES, OR ANY DESIGNS OR OTHER MATERIALS. WIZLOGO'S LIABILITY FOR ANY DIRECT DAMAGES SHALL BE LIMITED TO THE AMOUNT OF FEES YOU HAVE PAID FOR THE SERVICES GIVING RISE TO SUCH LIABILITY. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AND THUS THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF THIS LIMITATION OF LIABILITY OR THE EXCLUSION OF WARRANTY SET FORTH ABOVE IS HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, WIZLOGO'S MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES SHALL BE LIMITED TO THE LESSER OF (I) A REFUND OF THE AMOUNT PAID FOR THE PRODUCT OR SERVICE AT ISSUE, OR (II) EUR 100.

#### **[11] Governing Law and Jurisdiction**

The Site is operated in accordance with the laws of the Republic of Lithuania. Any disputes arising from or related to the activities of the Wizlogo will be settled by negotiation, and if the disagreements are not resolved amicably, disputes shall be settled in the manner prescribed by the laws of the Republic of Lithuania.

#### **[12] Modifications to the Terms**

Wizlogo reserves the right to modify or update these Terms at any time without prior notice. The most current version of the Terms will be available on the Wizlogo Site. By continuing to

use the Wizlogo Site or its Services after any modifications to the Terms, you agree to be bound by the updated Terms.

### **[13] Contact Information**

If you have any questions about our Services or concerns about these Terms, please contact Wizlogo at [info@wizlogo.com](mailto:info@wizlogo.com).

### **CONCEPTS**

**Design.** The process of creating and customizing logotypes using our Site's tools and resources, incorporating content that you provide, together with content that we provide/ Users have the ability to generate unique and personalized logotypes that align with their branding preferences and requirements.

**Usage Rights.** The permissions and licenses granted to users for the utilization of the created logotypes. By subscribing to our paid services, users acquire the necessary rights to use the logotypes for commercial purposes, both in print and online. These Usage Rights enable users to incorporate the logotypes into their branding materials, advertisements, websites, and other commercial ventures, ensuring lawful and authorized usage.

**Services.** Our platform offers a wide range of services to cater to your logotype creation needs. These services encompass logotype design, providing you with the tools and resources to create visually appealing and unique logotypes. In addition to logotype design, we provide several useful tools such as a business name generator, favicon generator, blog name generator, slogan generator, color guide, and a range of converters.

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## **Terms of Service of Wizlogo Converter**

### **[1] Introduction**

These Terms of Service (**Terms**) govern your use of the Wizlogo website (<https://wizlogo.com/converters>) (**Site**) and the Converter Service provided by Wizlogo, MB (**Wizlogo, we**). By accessing or using the Site and Converter Service, you agree to be bound by these Terms.

### **[2] Use of the Service**

- Wizlogo offers a free online converter tool. By using our service, you agree not to misuse or abuse our resources.
- All users must ensure that the files they upload do not infringe upon any copyrights, trademarks, or any other applicable laws.

### **[3] Content You Provide**

- You are solely responsible for the content of the files you upload to Wizlogo. We do not claim any rights over the content you provide.
- You grant us the right to process your files for the sole purpose of conversion.

### **[4] Limitations**

- We reserve the right to limit the size and number of files you can upload if it affects the stability or performance of our service.
- We make no guarantees regarding the quality or accuracy of the conversions made by our service.

### **[5] Disclaimer of Warranty**

Wizlogo is provided "as is" and "as available". We disclaim all warranties of any kind, whether express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

### **[6] Limitation of Liability**

To the extent permitted by applicable law, Wizlogo shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses.

### **[7] Termination**

We reserve the right, in our sole discretion, to terminate or restrict your use of our service, without notice, for conduct that we believe violates these Terms or is harmful to other users of our service, us, or third parties, or for any other reason.

### **[8] Governing Law & Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of Republic of Lithuania. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Republic of Lithuania.

### **[9] Changes to These Terms of Wizlogo Converter**

We may revise these Terms from time to time. The most current version will always be posted on our website. By continuing to use our service after changes are made, you agree to be bound by the revised terms.

#### **[10] Contact Information**

If you have any questions about our Converter Service or concerns about these Terms, please contact Wizlogo at [info@wizlogo.com](mailto:info@wizlogo.com).

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## **Wizlogo Privacy Policy**

Wizlogo (**us, we**) values your privacy and is committed to protecting your personal information. This Privacy Policy outlines how we collect, use, disclose, and safeguard your data when you use our Services. By accessing or using our Site (<https://wizlogo.com>), you agree to the terms and conditions of this Privacy Policy.

### **[1] Concepts**

**Personal information.** Any information relating to an identified or identifiable natural person, that is, a person who can be identified, directly or indirectly, by reference to an identification number or to one or more elements specific to that person.

Any other concept used in this Privacy Policy has the same meaning as defined in our Terms of Service.

### **[2] Collection and Use of Personal Information**

In order to facilitate the operation of our Site and manage your account, we collect Personal Information from you. For Wizlogo users, this information may include but is not limited to, your name, email address, your address.

We use this information to facilitate the operation of our Site, manage your account, respond to your questions and concerns, provide customer service and support, send you important account-related information, improve our Site and Services, and information sharing.

Wizlogo does not sell or share your Personal Information with third-parties except in the following circumstances:

**Payment Processing.** For payment purposes, Wizlogo uses third-party payment service providers, namely Stripe (please review its privacy policy here <https://stripe.com/en-It/privacy>) and PayPal (please review its privacy policy here <https://www.paypal.com/us/legalhub/privacy-full>). When you make a payment, your payment information is securely processed by these providers, and Wizlogo does not store your credit card or debit card numbers on its servers or systems.

**Service Providers.** We may engage trusted third-party service providers to assist us in delivering and improving our Services. These service providers are authorized to use your Personal Information only as necessary to provide services to us and are bound by confidentiality obligations.



**Legal Requirements.** We may disclose your Personal Information if required to do so by law or in the good faith belief that such action is necessary to (a) comply with a legal obligation, (b) protect and defend the rights or property of Wizlogo, (c) act in urgent circumstances to protect the personal safety of users of the Services or the public, or (d) protect against legal liability.

### **[3] Cookies and Other Tracking Technologies**

Wizlogo may use cookies and other similar tracking technologies to enhance your experience on our Site. These technologies may collect information such as your IP address, browser type, browser settings, and navigation through our Site. This information is used to analyze Site usage patterns and improve our Services. You have the option to disable cookies through your browser settings, but please note that certain features of the Site may not function properly if cookies are disabled.

### **[4] Cloudflare Services**

Wizlogo uses Cloudflare services to enhance the security and performance of our Site. Cloudflare may collect and process certain information about your interactions with our Site for these purposes. Cloudflare's privacy practices are governed by its own privacy policy, and we encourage you to review it: <https://www.cloudflare.com/privacypolicy>.

### **[5] Data Retention**

We retain your Personal Information only for as long as necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law. When your Personal Information is no longer needed, we will securely dispose of it in accordance with applicable laws and regulations.

### **[6] Security**

Wizlogo takes reasonable measures to protect your Personal Information from unauthorized access, use, or disclosure. However, no method of transmission over the Internet or electronic storage is 100% secure, and we cannot guarantee absolute security. If you have any questions about the security of your Personal Information, you can contact us at [info@wizlogo.com](mailto:info@wizlogo.com).

### **[7] Changes to this Privacy Policy**

Wizlogo may update this Privacy Policy from time to time to reflect changes in our privacy practices. We will notify you of any material changes by posting the updated Privacy Policy on our Site. We encourage you to review this Privacy Policy periodically for the latest information on our privacy practices.

### **[8] Contact Information**

You can contact us about this Privacy Policy by writing or emailing us:

Wizlogo, MB  
Giedraičių st. 39, R53, LT-09302  
Vilnius, Lithuania  
Email: [info@wizlogo.com](mailto:info@wizlogo.com)