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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, domain, website builder, email inbox, signature generator, or any other service, 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, domains, website builder, email inboxes, and signature generator, users are required to make a payment. This payment enables users to acquire the necessary rights to use the services provided.

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

Certain services offered by Wizlogo are outlined below. Please note that this is not an exhaustive list of all the services. Additional services can be found on our website.

(i) **Website Builder.** Provides tools to create and host websites. Includes customizable templates and drag-and-drop functionality. Does not include advanced coding capabilities.

(ii) **Logo Maker.** Allows users to design and download custom logos. High-resolution

files are available under paid plans.

(iii) Email Registration. Enables users to register and manage email accounts associated with their domain names.

(iv) Domain Registration. Offers domain name registration and management services. Ongoing management requires active subscription.

(v) Web Hosting. Provides hosting solutions for websites and web applications. Various hosting plans available, tailored to different needs and traffic requirements.

(vi) File Converter. Tool to convert various file formats, change documents.

(vii) Additional Tools. Includes business name generator, favicon generator, blog name generator, slogan generator, color guide, and file converters.

Services may be subject to additional terms and limitations not explicitly listed here. For comprehensive details and conditions, please refer to the specific service agreement.

[3] Automatic Renewal

BILLING CYCLE. SUBSCRIPTION FEES ARE BILLED IN ADVANCE ON A WEEKLY, MONTHLY, OR YEARLY BASIS, AS PER THE PLAN SELECTED BY THE USER. SUBSCRIPTION RENEWAL CHARGES WILL BE BILLED AUTOMATICALLY TO THE PAYMENT METHOD ON FILE.

CANCELLATION AND MODIFICATIONS. SUBSCRIPTIONS CAN BE CANCELED OR MODIFIED AT ANY TIME VIA THE USER ACCOUNT SETTINGS. CHANGES WILL TAKE EFFECT AT THE END OF THE CURRENT BILLING PERIOD.

FAILED PAYMENTS. IN CASE OF A FAILED PAYMENT ATTEMPT, SERVICES MAY BE SUSPENDED UNTIL THE PAYMENT IS SUCCESSFULLY PROCESSED. USERS WILL BE NOTIFIED AND GIVEN A GRACE PERIOD OF 10 DAYS TO UPDATE THEIR PAYMENT INFORMATION.

CERTAIN SERVICES, INCLUDING BUT NOT LIMITED TO DOMAINS, WEBSITE BUILDER, EMAIL INBOXES, SIGNATURE GENERATOR AND LOGO CREATION TOOL, ARE SUBJECT TO AUTOMATIC RENEWAL. UNLESS YOU CANCEL SUCH SERVICES ON THE SITE BY EMAILING INFO@WIZLOGO.COM OR USING ANY CANCELLATION 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 services that meet their expectations. Before making a payment, we encourage our users to carefully evaluate and decide whether they like the service or not. Once the payment is completed, refunds will only

be issued within 30 days if the purchased design, website, or other service is damaged by a fault on our part.

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, domains and email inboxes are non-refundable.** By purchasing a service at Wizlogo, 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

Upon full payment for a service, Wizlogo grants the user a non-exclusive, non-transferable license to use the intellectual property, such as logos or domain names, for personal or business purposes, under the terms agreed upon purchase. This license does not imply ownership transfer of any intellectual property rights.

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 design and development process, Wizlogo may present various designs, website templates, domain options, and/or email solutions. You are not entitled to use, copy, or implement any of these preliminary designs, templates, domains, or email solutions except for the final approved versions, which become available only after full payment.

Upon fulfilling the payment and adhering to the Terms, Wizlogo grants you a non-exclusive, non-transferable, and revocable license to use the approved services and products. This includes the logotype, website design, registered domain, and email inbox setup.

You are licensed to use these for both commercial and non-commercial purposes, even after your subscription ends, subject to the following cumulative conditions:

- (i) You have made complete payment to Wizlogo for the services and products;
- (ii) You adhere strictly to the Terms of Service;
- (iii) You have downloaded or implemented the necessary files and configurations to your device or server;
- (iv) The license permits usage of the services and products 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 products and services, including but not limited to designs, website templates, domain names, and email solutions.

If a user has not purchased Usage Rights, they are expressly prohibited from copying, downloading, or using any products or services, except for the purposes of reviewing or editing 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 products or services are being conveyed under this agreement. By purchasing Usage Rights, users acknowledge and agree that they hold no ownership interest or right to any products or services beyond the license granted. Users are prohibited from attempting to assert intellectual property rights or ownership to any products or services, 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 the products or services, 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 file converter, 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.

By using all 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 products or services.

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 any content submitted or provided by you, including designs and other materials, 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. This includes, but is not limited to, engaging in activities that are fraudulent, invasive of privacy or publicity rights, harassing, or abusive.

You may not use the Wizlogo Services to create, distribute, or manage websites, emails, domains, or logos that infringe upon the intellectual property rights of others. This includes avoiding the creation of content that could be deemed pornographic, incites violence, or

violates any laws, copyrights, trademarks or any other applicable regulations.

You are also prohibited from reselling, reproducing, or distributing any products or services obtained through Wizlogo, such as website templates, email solutions, domains, and logotypes, without the express permission of Wizlogo or the respective creators.

Further, you may not use the Wizlogo services to transmit or store malware, use the services to launch denial of service attacks, or engage in any activity that deliberately degrades the performance or functionality of any computer facilities of or accessed through Wizlogo's website and services.

Violation of these terms may result in immediate termination of your account and legal action where necessary to protect the rights and safety of others or enforce intellectual property rights.

[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 — INCLUDING WEBSITE DESIGN, DOMAIN REGISTRATION AND MANAGEMENT, EMAIL SERVICES, AND ANY OTHER MATERIALS GENERATED USING THE SITE — ARE PROVIDED "AS IS" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THIS INCLUDES 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 THE WEBSITES, DOMAINS, EMAILS, OR 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 ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY SERVICE PROVIDED.

OTHER USERS MAY USE OUR CONTENT TO CREATE DESIGNS, WEBSITES, OR UTILIZE SIMILAR DOMAIN NAMES; THEREFORE, WE CANNOT GUARANTEE THAT YOUR WEBSITE, DOMAIN NAME, OR DESIGN WILL NOT BE THE SAME AS, OR SIMILAR TO, THOSE THAT HAVE BEEN, OR WILL BE, CREATED BY OTHERS, OR THAT YOUR USE 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 SERVICE 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 MATERIALS PROVIDED THROUGH THE SITE. 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.

CONCEPTS

Design. The process of creating customized designs using our site's tools and resources, which incorporate content that you provide, together with content that we supply. Users have the ability to generate unique and personalized designs that align with their branding preferences and requirements. This includes not only logotypes but also website layouts, emails, and other visual elements crucial for online branding.

Usage Rights. The permissions and licenses granted to users for the utilization of the created designs. By subscribing to our paid services, users acquire the necessary rights to

use the services for commercial purposes, both in print and online. These Usage Rights enable users to incorporate the designs into their branding materials, advertisements, websites, and other commercial ventures, ensuring lawful and authorized usage.

Services. Our platform offers a comprehensive range of services to cater to your digital creation needs. These services encompass tools for creating logotypes, websites, emails, and registering domain names. In addition to these core services, we provide several useful tools such as business name generator, favicon generator, blog name generator, slogan generator, color guide, and a range of converters, all designed to enhance and support your branding efforts.

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.

[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
306278618
Giedraičių st. 39, R53, LT-09302
Vilnius, Lithuania
Email: info@wizlogo.com