

# **Wizer VOF**

## **Terms of use**

## General

*These are Wizer's terms of use. At the beginning of every section, you'll see the biggest takeaway of the following portion. By using Wizer, you agree to these terms and we will always tell you if we change them. These summaries are not legally binding, but they give you a short version of the terms. Summaries appear highlighted at the start of every section.*

Wizer is a SaaS where companies can easily capture and act on feedback from its customers and/or employees. These are Wizer's terms of use and apply to all users and clients of the Wizer website, products and mobile applications. "We," "our" or "us" and "Wizer" refers to Wizer VOF's website and services.

By using Wizer you agree to these terms. You acknowledge that you have read and understood these terms. You also agree to our [privacy policy](#) and any other policies we post on Wizer.

Wizer is a SaaS platform. We are not responsible for the quality, timing or legality of any content.

We may sometimes make changes to these terms. If we make material changes that adversely affect your rights under these terms, then we will let you know by posting an announcement on the site or sending you an email prior to the changes coming into effect. Continuing to use Wizer after a change to these terms means you accept the new terms.

## User accounts

*You are responsible for your account.*

When you register an account you must provide us with accurate information. If you don't provide us with accurate information then we may not be able to assist you with accessing your account.

You are responsible for anything that occurs when anyone is signed in to your account, as well as the security of the account. If you believe your account is compromised, you must contact us immediately.

## User Conduct

*Be responsible and use common sense.*

You are responsible for all the activity and information on your account and the usage of information gathered through Wizer. If you do bad things we may terminate your account. For starters:

- **Illegal Activities** - Don't break the law or encourage others to break the law.
- **Abuse** - Don't harass or bully others, or promote violence or hatred towards others.
- **Personal Information** - Don't distribute others' personal information or otherwise abuse it.
- **Fraud** - Don't provide information that is false or otherwise misleading.
- **Impersonation** - Don't impersonate anyone. Don't use another's account, or allow others to use your account.
- **Intellectual Property** - Don't infringe on others' intellectual property rights.
- **Spam** - Don't spam others or distribute unsolicited advertising material.
- **Malware** - Don't use Wizer to host or distribute, malicious or destructive software.
- **Endorsement** - Don't claim endorsement by Wizer without our prior written approval.
- **Service Degradation** - Don't degrade others' use of Wizer.
- **Data Mining** - Don't crawl, scrape or otherwise index information on Wizer. If you are doing this to create a useful feature then we may allow it, but you must check with us first.
- **Reverse Engineering** - Don't take apart Wizer to figure out our inner workings.
- **Reselling** - Don't resell or abuse any information on or gathered through Wizer.

If you find a new and creative way to hurt Wizer or our users we may take action to prevent it.

## Account master's role

*The company purchasing the system (the account master) is entirely liable for any misuse of the gathered data and the content provided on its account. The client cannot sell or share any gathered data to a third-party.*

Wizer is not liable for any misuse of data captured by or through Wizer. The account master is solely responsible for any content provided through its account and sub accounts. All information supplied by the account master (and its sub accounts) must be true.

The client is responsible for correctly describing for what purpose the gathered data (such as contact details) will be used. This must be detailed in the provided area (located under departments - customer motivation). This liability is solely for the account master. The account master cannot sell or share any gathered data to other third-party companies under any form.

## Wizer's Role

*Wizer is not legally responsible for any information related to its users. In case of inappropriate content, Wizer can suspend or terminate your account.*

We only provide the tools to capture feedback and details (such as name, email, etc.). We do not screen or endorse any information and content on Wizer. If you see content that violates these terms, then let us know and we may remove it.

Removing content or terminating accounts is not an action we take lightly and we may take a while to investigate or open the issue up to further discussion.

We are constantly testing out new features with the goal of making Wizer better. We may add or remove features, and often test features with a random subset of our users. If we believe a feature is significantly different from these terms, then we explain those differences in the test.

With your permission, we may give other websites or services the ability to verify information about your Wizer account or perform actions on your behalf. This permission is asked for when you connect your Wizer account to these other websites or services. Information can include but is not limited to the existence of your account and captured feedback and/or details.

## Account Disabling

*You can disable your account by request. We can disable it at our discretion.*

You can permanently disable your account at any time by sending an email to [support@wizer.com](mailto:support@wizer.com). You can see what information is deleted and what we continue to store after the account is disabled in our privacy policy.

We can terminate or suspend your account at any time at our discretion. Terminating an account due to misconduct will void any money back guarantee. These terms remain in effect after your account is disabled.

## Data and information handling

*Data gathered by or through Wizer can be changed and removed at our discretion. Wizer is not responsible for how you use the data gathered. We will not sell or share any information to third parties, but are allowed to use the information internally.*

Wizer is not responsible for the usage of information gathered through Wizer or third-party service providers. This covers both the information provided by the user as well as the collected information through Wizer. Wizer can, at any given time change and remove any type of information without any notice or warning.

We are allowed to use every piece of information in our system with the intention to improve the SaaS. Wizer will not sell or share any information to third parties to ensure the privacy and integrity of the system.

## Your account

*You keep complete ownership of all content, but give us permission to use it on Wizer. Make sure you have permission to use content that use on Wizer.*

You keep full ownership of all content that you provide on Wizer, but to operate we need licenses from you.

By providing content to Wizer you grant us a royalty-free, perpetual, irrevocable, non-exclusive, sublicensable, worldwide license to use, reproduce, distribute, perform, publicly display or prepare derivative works of your content. The purpose of this license is to allow us to operate Wizer and promote Wizer. We are not trying to steal your content or use it in an exploitative way.

You may only provide content that you own or have permission to use. You may not provide content that infringes on a third party's intellectual property or proprietary rights.

## Wizer's Content

*You can use our content as part of Wizer, but can't use it for anything else without our permission.*

Content and features we create is protected by copyright, trademark and trade secret laws. Some examples of our content are the text on the site, our logo and our codebase.

You may not use, reproduce, distribute, perform, publicly display or prepare derivative works of our content unless we give you permission in writing. Please ask if you have any questions.

## Indemnity

*If we are sued because of you, you have to help pay for it.*

You will indemnify us from all losses and liabilities, including legal fees that arise from these terms or relate to your use of Wizer. We reserve the right to exclusive control over the defense of a claim covered by this clause. If we use this right then you will help us in our defense.

Your obligation to indemnify under this clause also applies to our affiliates, officers, directors, employees, agents and third party service providers.

## Warranty Disclaimer

*We do our best to make sure Wizer works as expected, but stuff happens.*

Wizer is provided "as is" and without warranty of any kind. Any warranty of merchantability, fitness for a particular purpose, non-infringement, and any other warranty is excluded to the greatest extent permitted by law.

The disclaimers of warranty under this clause also apply to our affiliates and third party service providers.

## Limit of Liability

*If you lose money as a result of using Wizer, any payment to you is limited to how much you have paid us, and we don't have to pay you if your loss is unexpected.*

To the extent permitted by law, we are not liable to you for any incidental, consequential or punitive damages arising out of these terms, or your use or attempted use of Wizer. To the extent permitted by law, our liability for damages is limited to the amount of money we have earned through your use of Wizer. We are specifically not liable for loss associated with failure to deliver rewards and from losses caused by conflicting contractual agreements.

For this clause “we” and “our” is defined to include our affiliates, officers, directors, employees, agents and third party service providers.

## Dispute Resolution

*If you have a problem please talk to us, but you are limited in how you can resolve disputes. You waive your right to trial by jury and your right to participate in a class action proceeding.*

We encourage you to contact us if you have an issue. If a dispute does arise out of these terms or related to your use of Wizer, and it cannot be resolved after you talk with us, then it must be resolved by arbitration. This arbitration must be administered by JAMS under its expedited arbitration procedure. Judgment on the arbitration award may be entered in any court with jurisdiction. Arbitrations may only take place on an individual basis. No class arbitrations or other grouping of parties is allowed. By agreeing to these terms you are waiving your right to trial by jury or to participate in a class action or representative proceeding, we are also waiving these rights.

We follow the [consumer minimum standards](#) for all arbitrations done under these terms. If any portion of these terms do not follow that standard, that portion is severed from these terms.

This clause does not limit either party's ability to seek injunctive or other equitable relief for disputes relating to intellectual property or proprietary data.

## Governing Law

*Any disputes with us must be resolved in Antwerp, Belgium.*

Belgian law, excluding its conflict of law provisions, governs these terms and all other Wizer policies. If a lawsuit does arise, both parties consent to the exclusive jurisdiction and venue of the courts located in Antwerp, Belgium.

## Everything Else

*These terms are the final word on Wizer's policies.*

These terms and any referenced policies are the entire agreement between you and us, and supersede all prior agreements. If any provision of these terms is held to be unenforceable, that provision is modified to the extent necessary to enforce it. If a provision cannot be modified, it is severed from these terms, and all other provisions remain in force. If either party fails to enforce a right provided by these terms, it does not waive the ability to enforce any rights in the future.

If you have any questions, please email [legal@wizer.com](mailto:legal@wizer.com).

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Company: \_\_\_\_\_

Understood & accepted by \_\_\_\_\_ on \_\_\_\_\_

Signature

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