

## **Terms of Service**

**These terms govern your access on [www.wizybot.com](http://www.wizybot.com)**

**Last updated on: December 28,, 2023**

Welcome to Wizybot! By signing up for a Wizybot account or by using any Wizybot services, you agree to be bound by the following terms and conditions (the “Terms of Service” or “Terms”). These Terms govern your access to and use of [[www.wizybot.com](http://www.wizybot.com)] (“Platform”), owned and operated by Wizybot Inc, a Delaware-based company. As used in these Terms of Service, “Wizybot Inc”, “we”, “us”, “our” and “Wizybot” refer to the applicable Wizybot contracting party, and “you” refers to the Wizybot user and any of your affiliates. Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms and the Company’s Data Processing Addendum. Therefore, please read these Terms and Privacy Policy carefully before using or registering on the Platform. If you do not agree with these Terms, please do not access the Platform and use the Service.

### **1. Eligibility and Access**

**1.1)**The Service is not available to minors i.e. persons under the age of 13 (thirteen) years or to any users suspended or removed from the Service for any reason whatsoever. You represent that you are of legal age to form a binding contract and are not a person barred from using or accessing the Platform under the applicable laws. You may use the Service only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

**1.2)** The Service is always evolving and the form and nature of the Service may change from time to time without prior notice to you. In addition, the Company may stop (permanently or temporarily) providing the Service (or any features within the Service) to you or to users generally and may not be able to provide you with prior notice.

**1.3)** In consideration for the Company granting you access to and use of the Services, you agree that the Company and its affiliates, group companies, third party providers and partners may place advertisements on the Service or in connection with the display of Content. The types and extent of advertising on the Platform are subject to change.

### **2. Privacy**

Any information that you provide to the Company is subject to the Privacy Policy, which governs the collection and use of your information.

### **3. User Account, Passwords and Security**

**3.1)** In order to use the Service, you will have to register on the Platform by providing certain details about yourself, including your name, email address and such other details as may be required and create an account ("Account"). You authorize the Company to collect your authentication information, and other information that may be available on or through the third-party account consistent with your applicable settings and instructions. The Company reserves the right to refuse access to the Service to new users or to terminate access granted to existing users at any time without according any reasons for doing so. You shall not have more than one active Account on the Platform. Additionally, you are prohibited from selling, trading, or otherwise transferring your Account to another party.

**3.2)** You shall ensure and confirm that the Account information provided by you is complete, accurate and up-to-date. If there is any change in the Account information, you shall promptly update your Account information on the Platform. If you provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or if the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Company 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) at its discretion, in addition to any right that the Company may have against you at law or in equity, for any misrepresentation of information provided by you

**3.3)** You are responsible for maintaining the confidentiality of the Account information, safeguarding the password or credentials that you use to access the Service and for any activities or actions under your Account. You are encouraged to use "strong" passwords (passwords that use a combination of upper and lower-case letters, numbers and symbols) with your Account and with other accounts that you may connect to your Account (such as Facebook, Twitter or your email).

**3.4)** You agree to (a) immediately notify the Company of any unauthorized use of your Account information or any other breach of security, and (b) ensure that you exit from your Account at the end of each session. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. Further, the Company will not be liable for any loss that you may incur as a consequence of unauthorized use of your Account either with or without your knowledge

**3.5)** You may be held liable for losses incurred by the Company or any other user or visitor of the Platform due to authorized or unauthorized use of your Account as a result of your failure in keeping Your Account information secure and confidential.

#### **4. Acceptable Use**

**4.1)** In connection with the use of the Service and Platform, you agree that you will not:

**(i)** violate any law, regulation, or court order;

**(ii)** violate, infringe, or misappropriate the intellectual property, privacy, publicity, moral or "droit moral," or other legal rights of any third party;

**(iii)** take any action (even if requested by another) that is, or submit, host, post, display, upload, modify, publish, transmit, update, share, or communicate anything that is, or that incites or encourages, action that is, explicitly or implicitly: illegal, harmful, abusive, harassing, threatening, hateful, racially or ethnically objectionable, derogatory, harmful to any reputation, disparaging, defamatory, libelous, pornographic, indecent, profane, obscene, pedophilic or otherwise objectionable (including nudity), blasphemous, invasive of another's privacy, or relating or encouraging money laundering or gambling;

**(iv)** harms minors in anyway;

**(v)** send any unsolicited or unauthorized communications;

**(vi)** send communication that deceives or misleads the addressee about the origin of such messages or communicates any information which is patently false or offensive or menacing in nature;

**(vii)** engage in spidering or harvesting, or participate in the use of software, including spyware, designed to collect data from the Platform, including from any user of the Service;

**(viii)** transmit any virus, other computer instruction, or technological means intended to, or that may, disrupt, damage, or interfere with the use of computers or limit the functionality of any computer resource or related systems;

**(ix)** stalk, harass, threaten, or harm any third party;

**(x)** impersonate any third party;

**(xi)** participate in any fraudulent or illegal activity, including phishing, money laundering, or fraud;

**(xii)** use any means to scrape or crawl any part of the Platform;

**(xiii)** access, tamper with the platform tools, computer systems, or the technical delivery systems of the Platform or its service providers;

**(xiv)** probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;

**(xv)** attempt to circumvent any technological measure implemented by the Company, any of its service providers, or any other third party (including another user) to protect the Company, the Platform, users or any other third party;

**(xvi)** access the Platform to obtain information to build a similar or competitive application, or service;

**(xvii)** attempt to decipher, decompile, disassemble, or reverse engineer any of the software or other underlying code used as part of the Platform;

**(xviii)** advocate, encourage, or assist any third party in doing any of the foregoing.

**4.2)** The quality of the Services may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your internet connection. You are responsible for all internet access charges. Please check with your internet provider for information on possible internet data usage charges.

**4.3)** You are not permitted to sell any product that falls under the list of restricted items identified by the Company from time to time, or are otherwise prohibited for sale under applicable law.

## **5. Content**

**5.1)** The Content should, at all times, be compliant with the standards set out in section 4 above.

**5.2)** In the event the Content contains any third-party brands, trademarks, logos etc., (“Branded Content”) you are required to procure necessary permissions, licenses directly from such third parties.

**5.3)** You represent and warrant that:

(i) you own all rights in and to your Content and that you have and will continue to have the right to grant the rights described in these Terms;

(ii) your agreement to these Terms does not violate any agreement that you may have with any third party;

(iii) your Content and use of the Platform and Services does not and will not infringe, misappropriate, or otherwise use without necessary authorization, any intellectual property, privacy, publicity, moral, or other rights of any third party, or violate any law, regulation, or court order

## **6. Disclaimer regarding Content, Third-Party Interactions**

### **A. Terms for Merchants**

**6.1)** The Company expressly excludes any kind of liability relating to the use of Platform by you. The Company has no responsibility and / or liability in respect of any Content on the Service, including without limitations, for intellectual property rights infringement, defamation, illegal content or any other violation under applicable laws. All Content, which is hosted and transmitted on the Services, is the sole responsibility of the person i.e merchants/ sellers who provides or posts the Content whether on the Service or on other platforms linked to the Service. However, should it come to the knowledge of the Company that your use of the Service is in violation of any applicable law or these Terms, then the Company has the right to enforce these Terms, and take such actions it may deem necessary to comply with applicable law, regulation, court order, or other legal, administrative, or regulatory request or process; or otherwise.

**6.2)** On account of the nature of the internet, the Services may be accessed in various geographical locations; and you hereby agree and acknowledge that you are accessing the Service, at your own risk, choice and initiative and you agree and undertake to ensure that your use of the Service complies with all applicable laws including the local laws of the place where you access the Service from.

**6.3)** Your interactions with third parties, including customer/end user, on or through the Service, is solely between you and the third party/end customer/buyer and you agree not to make the Company a party to any such disputes. However, the Company may, in its sole discretion, intercede and you will reasonably cooperate with the Company if it does so. You acknowledge and agree that the Company will not be responsible for any damages, losses, costs, expenses, or liabilities incurred as the result of such interactions and you will not make the Company a party to any dispute between you and any third party with whom you interact with on the Service.

**6.4)** You hereby release the Company, subsidiaries, group companies, affiliates, related companies, and their respective officers, directors, employees, agents, representatives, partners, and licensors (as applicable) (“hereinafter “Company Entities”) from claims, demands, and damages (actual and consequential) of every kind or nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such interactions or the Service.

**6.5)** You agree and undertake that You are legally permitted to sell the products listed for sale on the Platform. Listings may only include text descriptions, graphics and pictures that describe your products for sale. All listed products must be listed in an appropriate category on the Platform. All listed products must be kept in stock for successful fulfillment of orders.

**6.6)** You hereby agree and undertake that descriptions, images, and other content pertaining to the products/services is complete and accurate, and corresponds directly with the appearance, nature, quality, purpose and other features of such products/services.

**6.7)** The listing description of the products must not be misleading and must describe the actual condition of the product. If the product description does not match the actual product, You agree to refund any amounts that You may have received from the Buyer.

**6.8)** You shall not abuse or misuse the Platform or engage in any activity which violates the Terms of Service. In any such case, the Company may suspend your account or permanently debar You from accessing the Platform.

**6.9)** You shall at all times ensure full compliance with the applicable provisions, as amended from time to time, of (a) all applicable laws; and (b) international laws, foreign exchange laws, statutes, ordinances and regulations (including, but not limited to sales tax/VAT, income tax, general sales tax, central excise, custom duty, local levies) regarding Your use of our Service and Your listing, purchase, solicitation of offers to purchase, and sale of products or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force

**6.10)** All services rendered are provided on a non-refundable basis. Users are responsible for any fees or charges incurred to access the Company services through an Internet access provider or other third-party services.

**6.11)** Wizzybot, its directors, employees, partners, agents, suppliers, or affiliates, shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, service interruption, computer damage or system failure.

**Disclaimer:**

**ROI Claims:**

Statements and testimonials on this website regarding return on investment (ROI) or any other metrics related to the efficacy of the Service are based on real client success stories and genuine feedback. However, it's essential to understand that results can and do vary. Several external factors, including but not limited to market conditions, user behavior, and business strategies, can influence outcomes. The service does not guarantee identical results for all users.

## **B. Terms for Buyers**

**6.12)** All commercial/contractual terms are offered by and agreed to between Buyers and Merchants alone with respect to products and services being offered by the Merchants. The commercial/contractual terms include without limitation price, applicable taxes, shipping costs, payment terms, date, period and mode of delivery, warranties related to products and services and after sales services related to products and services. The Company does not have any control or does not determine or advise or in any way or involve itself in the offering or acceptance of such commercial/contractual terms between the Buyers and Merchants. The Company may, however, offer support services to Merchants in respect to Order fulfillment, logistics, mode of payment, payment collection and other ancillary services, pursuant to the understanding between the Company and the Merchants. The price of the products and services offered by the Merchant are solely determined by the Merchant itself and the Company has no role to play in such determination of price in any way whatsoever.

**6.13)** The Company does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc.) of any of the Merchants. You are advised to independently verify the bona fides of any particular Merchant that You choose to deal with on the Platform and use Your best judgment in this regard. All Merchant offers/promotions and third-party offers/promotions are subject to respective party terms and conditions and the Company takes no responsibility for such offers or promotions.

**6.14)** The Company neither makes any representation or warranty as to specifics (such as quality, value, sale ability, etc.) of the products or services proposed to be sold or offered to be sold or purchased on the Platform nor does implicitly or explicitly support or endorse the sale or purchase of any products or services on the Platform. The Company accepts no liability for any errors or omissions, whether on behalf of itself or third parties (including the Merchants).

**6.15)** The Company is not responsible for any non-performance or breach of any contract entered into between Buyers and Merchants. The Merchant agrees to indemnify the Company for any and all Losses suffered by the Company due to Merchant's use of the Platform and interactions with Buyers pursuant thereto. The Company cannot and does not guarantee that the concerned Buyers and Merchants will perform any transaction concluded on the Platform. The Company is not responsible for unsatisfactory or non-performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.

**6.16)** The Company assumes the role of facilitator and does not at any point of time during any transaction between Buyer and Merchant on the Platform come into or take possession of any of the products or services offered by Merchant. At no time shall the Company hold any right, title or interest over the products, nor shall the Company have any obligations or liabilities in respect of such contract entered into between Buyer and Merchant.

**6.17)** The Company is only providing a platform for communication, marketing , and it is agreed that the contract for sale of any of the products or services shall be a strictly bipartite

contract between the Merchant and the Buyer. In case of complaints from the Buyer pertaining to efficacy, quality, or any other such issues, the Company's sole responsibility shall be to notify the same to the Merchant and shall also redirect the Buyer to the consumer call center of the Merchant. The Merchant shall be solely liable for redressing Buyer complaints. In the event You raise any complaint on any Merchant accessed using our Platform, we shall assist You to the best of our abilities by providing relevant information to You, such as details of the Merchant and the specific Order to which the complaint relates, to enable satisfactory resolution of the complaint.

## **7. Take Down Policy**

**7.1)** If you believe any Content violates your intellectual property, you must promptly notify the Company in writing at [wizybotcs@gmail.com](mailto:wizybotcs@gmail.com)

**7.2)** These notifications should only be submitted by the owner of the intellectual property or an agent authorized to act on his/her behalf. However, any false claim by you may result in the termination of your Account. You are required to provide the following details in your notice:

- i)** the intellectual property that you believe is being infringed;
- ii)** the Content that you think is infringing and include sufficient information about where the material is located on the Platform;
- iii)** a statement that you believe in good faith that the item you have identified as infringing is not authorized by the intellectual property owner, its agent, or the law to be used in connection with the Service;
- iv)** your contact details, such as you address, telephone number, and/or email;
- v)** a statement that the information you provided in your notice is accurate, and that you are the intellectual property owner, or an agent authorized to act on behalf of the intellectual property owner whose intellectual property is being infringed;
- vi)** a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- vii)** your physical or electronic signature.

**7.3)** The Company reserves the right to remove Content alleged to be infringing without prior notice and at its sole discretion. In appropriate circumstances, the Company may also terminate a user's account if the user is determined to be a repeat infringer.

## **8. License to Use the Service**



**8.1)** The Company gives you a personal, worldwide, royalty-free, limited, non-assignable and non-exclusive license, without the right to sublicense, to use the Service and the Platform. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Service for your use, in the manner permitted by these Terms.

**8.2)** You agree to use the Service only: (a) for purposes that are permitted by the Terms; and (b) in accordance with applicable law, regulation or generally accepted practices or guidelines. You agree not to engage in activities that may adversely affect the use or access of the Service by other users.

**8.3)** You agree not to access (or attempt to access) the Service by any means other than through the interface that is provided by the Platform. You shall not use any deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Service, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or materials, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Service.

**8.4)** You agree that you are solely responsible to the Company and to any third party for any breach of your obligations under the Terms and for the consequences (including any loss or damage which the Company or its affiliates may suffer) for any such breach.

## **9. License to Company**

**9.1)** By using the Services, you grant the Company a limited, worldwide, non-transferable, non-exclusive, non-sub-licensable, royalty-free license to use, reproduce, electronically distribute, transmit, perform, display, store, archive, and make derivative works of your data solely in order to enable you to use the Services.

## **10. Proprietary Rights of the Company**

**10.1)** Except for the Content, the Company or its licensors own all right, title, and interest in and to: (i) the Platform and the “look and feel” thereof, including all software, ideas, processes, data, text, media, and other content available on the Platform; and (ii) trademarks, logos, and brand elements. All right, title and interest in and to the Platform, the Service and the Company's trademarks are and will remain the exclusive property of the Company and its licensors and other partners, as the case may be. Save and except for accessing and using the Services as permitted herein, You shall not separately use any portion of the Services or the Platform (such as codes, features, branding, trademark, logos, look and feel, content, etc.) in any manner whatsoever without express written approval from the Company.

**10.2)** The Company reserves all rights not expressly granted in these Terms. You shall not make any disparaging or derogatory remarks, comments or statements, whether verbal or

written, against the Company Entities. You acknowledge and agree that any feedback, comments, or suggestions you may provide regarding the Platform or the Services are entirely voluntary, and the Company will be free to use such feedback, comments or suggestions as it sees fit and without any obligation to you

## **11. Contests and Promotions**

Any and all contests, promotions, surveys and campaigns hosted or conducted on the Service are subject to separate contest terms and conditions ("Promotion Terms") and You are requested to read the Promotion Terms as well as these Terms before participating in the same and upon participation it shall be deemed that the participant has read and understood the Promotion Terms.

## **12. Suspension and Termination**

**12.1)** The Terms will continue to apply until terminated by either you or the Company as set forth below. If you object to the Terms or are dissatisfied with the Services, your only recourse is to (i) close your Account; and (ii) stop accessing the Service.

**12.2)** The Company reserves the right to terminate, discontinue, suspend, limit, or restrict your account or your use of the Services or access to Content at any time, without notice or liability, if the Company so determines in its sole discretion, for any reason whatsoever. Additionally, the Company reserves the right to delist you or block your future access to the Service or suspend or terminate your Account if it believes, in its sole discretion that you have infringed, breached, violated, abused, or unethically manipulated or exploited any term of these Terms or anyway otherwise acted unethically.

**12.3)** If You or the Company terminate your use of the Service, the Company may, subject to the terms of the Privacy Policy, delete any information relating to your use of the Service and the Company will have no liability to you or any third party for doing so.

## **13. Disclaimers and Limitations of Liability**

Please read this section carefully since it limits the liability of the Company Entities.

### **13.1) Availability on "AS-IS" basis**

**a)** Your access to and use of the Service is at your own risk. You understand and agree that the Service is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, the Company Entities disclaim all warranties and conditions, whether express or implied, of title, of merchantability, fitness for a particular purpose, or non- infringement.

**b)** All Content is created and published or uploaded by users/ merchants/ sellers. The Company Entities make no warranty and disclaim all responsibility and liability for:

(i) the completeness, accuracy, availability, timeliness, security or reliability of the Service; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Service; (iii) the deletion of, or the failure to store or to transmit, any Content and

other communications maintained by the Service; (iv) whether the Service will meet your requirements or be available on an uninterrupted, secure, or error-free basis or whether any errors or defects will be corrected.

c) No advice or information, whether oral or written, obtained from the Company Entities or through the Service, will create any warranty not expressly made herein. The Company Entities will not be liable for any loss that you may incur as a consequence of unauthorized use of your Account or Account information in connection with the Service, either with or without your knowledge.

d) The Company shall not be responsible for the delay or inability to use Platform or related functionalities, the provision of or failure to provide functionalities, or for any information, software, functionalities and related graphics obtained through the Platform, or otherwise arising out of the use of the Platform or Service, whether based on contract, tort, negligence, strict liability or otherwise. Further, the Company shall not be held responsible for non-availability of the Service during periodic maintenance operations or any unplanned suspension of access to Service that may occur due to technical reasons or for any reason beyond the Company's control.

e) You understand and agree that any material or data downloaded or otherwise obtained through the Platform is done entirely at your own discretion and risk, and that you will be solely responsible for any damage to your computer systems or loss of data that results from the download of such material or data.

### **13.2) Links**

There may be links to third-party websites or resources on the Platform. You acknowledge and agree that the Company is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by the Company Entities of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

### **13.3) Limitation of Liability**

To the maximum extent permitted by applicable law, the Company Entities 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, good-will, or other intangible losses resulting from (i) your access to or use of or inability to access or use of the Platform or the Service; (ii) any Content on the Platform; or (iii) unauthorized access, use or alteration of your transmissions or content.

### **13.4) Violation of Terms**

You agree that any violation by you of these Terms will constitute an unlawful and unfair business practice, and will cause irreparable harm to the Company for which monetary damages would be inadequate, and you consent to the Company obtaining any injunctive or equitable relief that they deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies that the Company may have at law or in equity. If the Company takes any legal action against you as a result of your violation of these Terms, they will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief that may be granted.

#### **14. Indemnification**

You agree to defend, indemnify, and hold harmless us and Company Entities from and against all claims and expenses, including, without limitation, attorneys' fees, arising out of, related to, or in connection with any of the following: (a) any use of Platform or Services in violation of these Terms; (b) fraud you commit or your intentional misconduct or gross negligence; or (c) your violation of any applicable laws or rights of a third-party. You are solely responsible for your interactions with end customers/ buyers on Platform. To the extent permitted under applicable laws, you hereby release us from any and all claims or liability related to any product or service offered by you on the Platform.

#### **15. General Terms**

**15.1) Waiver and Severability:** The failure of the Company to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

**15.2) Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, USA without regard to its conflict of law provisions.

**15.3) Force Majeure :** Without prejudice to any other provision herein, Company shall not be liable for any loss, damage or penalty as a result of any delay in or failure to deliver or otherwise perform hereunder due to any cause beyond Company's control, including, without limitation, acts of the user or other users, embargo or other governmental act, regulation or request affecting the conduct of the Company's business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labor difficulties, lightning, flood, windstorm or other acts of God.

**15.4) Third Party Beneficiaries and Conflicts.** These Terms control the relationship between the Company and you. They do not create any third- party beneficiary rights. If there is a conflict or inconsistency between the Terms in this document and the additional terms associated with a particular Service, the additional terms will control solely for that conflict or inconsistency.

**15.5) Entire Agreement:** These Terms and the Privacy Policy are the entire and exclusive agreement between the Company and you regarding the Service (excluding any services for which you have a separate agreement with the Company that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between the Company and you regarding the Services. The Company retains the unconditional right to revise these Terms from time to time, the most current version will always be on the Platform. You can determine when this Terms was last modified by referring to the “Last Updated” legend above. It shall be your responsibility to check these Terms periodically for changes. Your continued use and access of the Service shall signify your acceptance of the amended Terms and your consent to be legally bound by the same