

Whizmanage Terms and Conditions

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Introduction

These Terms of Use and User Policy (the "Agreement") pertain to the use of the WhizManage shop management software (the "Software"), both the free version and the Pro version (the "Extend

Consent to Agreement

By using the Software, you agree to all the terms of the Agreement. If you do not agree to the terms of the Agreement, do not use the S

Definitions

"Website": The company's website through which you purchase the Software.

"Personal Data": Any personal information you provide to us or that we collect from you in connection with the use of the Software.

License

We grant you a non-transferable license for non-commercial use of the Software. This license does not grant you ownership of the Software or other intellectual property rights.

Usage Restrictions

You agree not to use the Software for any unlawful purpose or any purpose prohibited by the terms of the Agreement. You also agree not to use the Software in any way that could harm the Software or our

Personal Data

We collect personal data from you when you use the Software. We use this data to provide our services and improve the Software. We will not share your personal data with third parties without your consent.

Content

You are solely responsible for all content you upload or post on your website. We are not responsible for the content you upload or post. You agree not to upload or post any illegal, harmful, discriminatory, or offensive content on your website.

Purchase

If you purchase the Pro version of the Software, you agree to pay the purchase price. We will not grant a refund unless the Software does not operate correctly.

Service Termination

We may terminate our services at any time without prior notice. We are not liable for any damage that may result from the termination of services.

Changes to the Agreement

The company may amend the Agreement from time to time and update the Agreement at any time. We will notify you of any changes via email or by posting a notice on our website.

Governing Law

The Agreement is subject to and will be interpreted in accordance with the laws of the State of Israel. Any dispute arising from or related to the Agreement will be resolved in a competent court in Israel.

Acceptance of Terms

The user must read and understand all the terms of service before agreeing to them. By clicking the "Agree" button or using the Software, the user confirms they agree to all terms of service. If the user does not agree to the terms of service, they are not permitted to use the Software.

Offering of Service

The company reserves the right to limit the use of the Software for various reasons, such as protecting intellectual property rights or ensuring user safety.

Prohibition on Sharing Credentials

Users are not allowed to let others use their credentials to access the Software. Each user must use their own credentials. Using someone else's credentials may lead to the user's account being blocked or other violations of the terms of service.

Account Ownership

Account Owner Definition

The account owner is the person who has access to the email address associated with the account. This means that this person is the only one who can log into the account, change its settings, and manage its activities. Even if multiple people use the same account, the account owner is the one responsible for it.

Account Registration

When creating a new account, the user must provide a valid email address. This email address will be used as the account owner's identification.

Email Address Verification

The user may be required to verify their email address by clicking a link sent to them. The verification process ensures that the user is the true owner of the email address. If the user does not verify their email address, they will not be able to use the account.

Changing Email Address

The account owner may change the email address associated with their account at any time. To change the email address, the account owner will need to access their account settings and update the new email address. It is important to update the email address if it changes to continue receiving notifications and accessing the account.

Eligibility and Identification

Adult Use Only

The service is intended for use by adults only. This means that individuals under the age of 18 are not permitted to use the Software.

Usage Limitation

Minors or individuals who are not legally permitted to enter into agreements are not allowed to use the Software. This includes individuals under legal guardianship or those who are mentally unfit.

Your Responsibility Under the Law

We prohibit the use of the plugin for any purpose related to terrorism or violence. This includes but is not limited to the distribution of terrorist propaganda, planning terrorist attacks, or recruiting people for terrorism. We cooperate with law enforcement agencies to identify and stop users who violate this policy.

You Do Not Reopen a Closed Account

If we have closed your account, it is likely that you have violated our terms of use. We may have closed your account due to illegal, harmful, or offensive activity. We do not allow you to open a new account if we have closed your previous account. If you attempt to open a new account, we may restrict your access to the plugin or block your IP address.

Accounts and Eligibility Conditions

Account Responsibility

The user is responsible for all actions taken through their account, even if performed by another person.

Account Security

The user must take reasonable steps to protect their account from unauthorized access. This includes choosing a strong password and keeping it secret, avoiding using the same password for other services, and installing security software on their computer.

Use by Others

The user may allow others to use their account, but they remain responsible for all actions taken through the account. This means that if another person performs a prohibited action using the user's account, the user will be responsible for it.

Violation of Terms of Service

In the event of a violation of the terms of service, the company may block the user's account or take other measures. This includes violations such as uploading illegal content, committing fraud, or using the Software for commercial purposes without approval. If the user's account is blocked, they will no longer be able to use the Software.

Ownership of WhizManage

What We Own

WhizManage Website: All designs, content, images, videos, audio files, data files, source code, and any other content appearing on the WhizManage website are our property.

WhizManage Services: All services we provide to you through the WhizManage website, including but not limited to store management, technical support, and updates.

WhizManage Software: Store management software developed and sold by us, including WhizManage and WhizManage Pro.

WhizManage Online Store: An online store where we sell products and services related to WhizManage.

WhizManage Forums: Online forums where WhizManage users can communicate with each other.

Other Content: Any other content we provide to you outside the scope of the software, such as user guides, articles, and manuals.

What This Means for You

You are not allowed to use the website, services, software, online store, forums, or other content for any purpose not explicitly permitted by us. You are not allowed to copy, reproduce, modify, republish, distribute, or sell the website, services, software, online store, forums, or other content without our explicit permission. You are not allowed to create links to the website, services, software, online store, forums, or other content without our explicit permission. You are not allowed to use our trademarks, service marks, or logo without our explicit permission. We reserve the right to change this policy at any time. Notice of any change will be provided by publishing an updated version of the policy on the WhizManage website. Use of the website, services, software, online store, forums, or other content after the publication of an updated version of the policy will constitute your consent to the updated terms and limitations.

If you have any questions about this policy, please contact us.

Copyright Protection

The entire website, services, and content are protected by copyright. All usage and copying rights are reserved by the company. If you encounter a copyright infringement, please let us know.

Feedback and Contributions

When you contribute content to Whizmanage or Whizmanage Pro, you grant us an unlimited, worldwide, royalty-free license to use, reproduce, modify, distribute, perform, display, and sell your contribution in any form and through any means, whether online or offline. This license is irrevocable and remains in effect even after you stop using Whizmanage or Whizmanage Pro.

Definition of Feedback:

When you provide us with feedback, you allow us to use it in any way we see fit. This includes using your feedback to improve our products and services, create new products and services, or market our products and services. You waive any intellectual property rights related to your feedback.

Disclaimer

The software is provided to users "as is," without any warranty from the company. This means that the company does not guarantee that the software will be error-free, meet the user's needs, or function perfectly. The user uses the software at their own risk.

No Warranty:

The company is not responsible for any direct, indirect, incidental, special, or consequential damages that may arise from using the software. This includes physical damages, property damages, financial damages, and data loss. The user is fully responsible for any damage that may occur as a result of using the software.

Limitation of Liability:

The company's liability for any damage caused by using the software is limited to the amount paid by the user for the software. This means that the company will not pay the user more than the amount paid for the software, even if the damage caused is greater.

Indemnification

The user agrees to indemnify and compensate the company, its employees, agents, representatives, and affiliated companies for any claim, damage, loss, cost, expense, or liability that may arise from using the software, violating the terms of service, or breaking any law. This means that the user will be responsible for any damage that may be caused to the company or third parties as a result of improper use of the software.

Use of Third-Party Components

The software may include components and software developed by third parties ("Third-Party Components"). These components may include code libraries, data files, tools, or services developed by external entities.

Licenses:

Third-Party Components may be subject to separate licensing terms set by the third-party providers ("Third-Party Licenses"). These licenses may define the permissible use, distribution, and modification terms for these components. It is important to carefully read the Third-Party Licenses before using these components.

Third-Party Notices:

Third-Party Components may include notices, agreements, or other legal licenses ("Third-Party Notices"). These notices may provide information on copyrights, trademarks, or usage restrictions. It is important to carefully read the Third-Party Notices before using these components.

Availability of Third-Party Components:

The company is not responsible for the availability, functionality, or support of Third-Party Components. These components may be available for a limited time or may not function properly under all conditions. The user is responsible for ensuring that these components are available and functional before using them.

Use of Third-Party Components:

The use of Third-Party Components is at the user's own risk. The user is responsible for understanding the permissible use, distribution, and modification terms of these components. The user is responsible for any damage that may result from improper use of these components.

Our Online Store Policy

Welcome to our online store! Here, we sell our revolutionary software for managing WooCommerce stores on WordPress, allowing you to manage your online store easily and conveniently. These terms apply to all purchases made in our store.

The software sold in the online store is carefully tested and provided according to the stated specifications. We guarantee that every product will meet the characteristics and features listed in the product specification on the website. The specification includes detailed information on product performance, technical features, and compatibility with different versions of WooCommerce and WordPress. Customers are requested to ensure that the purchased product meets their requirements and needs before making the purchase.

Service Fees

We offer our support and update services according to the current price list published on our online store website ("Fees"). The price list is updated from time to time at our sole discretion.

Payments:

All payments for the services will be made via credit card through our third-party payment service providers. The payments are subject to the service terms and privacy policies of the payment service providers.

Additional Fees:

There may be additional fees related to payment processing, currency conversions, or international payments, depending on the terms of the payment service providers. The customer is responsible for paying these fees.

Fee Updates:

We may update our fees from time to time or change the payment method according to our business needs and at our sole discretion. Any changes in fees or payment methods will be published on our website and communicated to registered customers via email or a prominent notice on the services.

Consent to Changes:

By continuing to use the services after receiving notice of the changes, the customer agrees to be bound by the updated fees and terms. If the customer does not agree to the changes, they must stop using the services before the changes take effect.

Cancellations and Refunds

Cancellation Policy:

The customer may cancel the services at any time through the user account on the website. The cancellation will take effect at the end of the current billing period, and no refund will be given for the remaining period.

Refund Requests:

Refund requests will only be accepted in case of a technical fault or substantial non-compliance with the declared service specifications, at our sole discretion.

Non-Refundable Fees:

Certain fees, such as payment processing fees or third-party service fees, are non-refundable in any case. We reserve the right to reject refund requests in cases of suspected bad faith, abuse of the services, or violation of any policy detailed in our terms and conditions.

Support and Updates Services

Availability:

Support and update services are available for a fee. Your key is used to identify you as a paying customer and allows you to access support and update services. It is important not to share your key with others or misuse it. Misuse of the key may lead to the blocking of your account.

Tax Responsibility

You are solely responsible for paying all taxes related to purchases made through our services. The amount of fees may vary depending on the jurisdiction where the purchase was made, due to the imposition of local taxes. Therefore, relevant taxes may be added to the fee amount at the time of payment.

It is important to note that the fees do not include other taxes, such as income tax, VAT, or municipal taxes. The customer is solely responsible for reporting and paying all these taxes, including any fines or interest that may accrue.

The responsibility for reporting and paying taxes in connection with the services, including any relevant fines or interest, rests with the customer. The reporting and payment will be made according to the place of purchase or the customer's country of residence.

In the event that the customer is legally required to deduct and/or withhold any tax amount from the payments made to us, the amount actually paid to us will be calculated taking into account this deduction. The purpose of this adjustment is to ensure that the net amount we receive is equal to the amount we would have received without the tax deduction.

Technical Support

Purchasing a subscription plan that includes support services entitles you, the subscriber (not the payer or professionals on your site), access to technical support for the software according to the specific plan you purchased. Technical support is provided for the software within the framework of the specific subscription plan you purchased through our support channels, considering reasonable commercial effort. We will do our best to respond to every request within a reasonable time, according to the terms of the subscription plan you purchased.

Exclusions from Support Services:

Software that has been modified, damaged, or part of it.

Problems caused by negligence, misuse, or improper use of the software.

Downtime resulting from: our regular maintenance.

Issues with your internet service provider.

Force majeure events.

System failures on the internet.

Actions or omissions by you.

Third-party software.

Any factor beyond our direct control.

Ensuring Full Access to Services - Account Credentials

Your account credentials are intended to ensure you receive full access to all the benefits of your subscription plan, including:

Timely technical support: We are available to assist you with any questions or issues you encounter during the use of the software.

Software updates: You will receive access to all the latest software updates, including performance improvements, bug fixes, and new features.

Account Credentials - Ensuring Full Access to Services

Your account credentials are designed to ensure you receive full access to all the benefits of yo

Timely Technical Support:

Software Updates:

Your account credentials allow us to verify your identity and accurately categorize your subscription plan. This ensures that you receive the appropriate services, including technical support and software updates. We use your account credentials in accordance with our privacy policy to monitor the use of the software and prevent misuse, ensuring a fair experience for all WhizManage users.

When you purchase a subscription, we will automatically send you updates for the WhizManage software during the subscription period. Installing these updates is important to ensure you receive the latest version of the software and enjoy all its benefits.

We may update or upgrade certain components included in the software at our discretion. The purpose of these upgrades is to improve performance, add new features, and fix bugs.

If you purchase and fully pay for a subscription plan, you will have access to all the updates that are generally available during the subscription period. These updates will be available for all the sites for which you have purchased the subscription plan.