



## Terms and Policies

We aim to make our policies as clear, fair, and readable as possible.

Wize is built by MarktLab Inc.

### Terms of Service

Last updated: May 28, 2025

When you use any MarktLab products or services, you are agreeing to these latest Terms of Service ("Terms"). Violation of these terms may, at our discretion, result in us terminating your account.

YOU ACKNOWLEDGE AND AGREE THAT, BY CLICKING ON THE "I AGREE" OR SIMILAR BUTTON, REGISTERING FOR AN ACCOUNT, DOWNLOADING THE APP OR ANY APP UPGRADES, USING THE APP ON YOUR MOBILE DEVICE, OR ACCESSING OR USING THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICES. These Terms are effective as of the date you first click "I agree" (or similar button or checkbox) or use or access the Services, whichever is earlier. If you accept or agree to these Terms on behalf of your employer or another legal entity, you represent and warrant that (i) you have full legal authority to bind your employer or such entity to these Terms; (ii) you have read and understand these Terms; and (iii) you agree to these Terms on behalf of the party that you represent.

Any personal data you submit to the us or which we collect about you is governed by our Privacy Policy ("Privacy Policy"), available at [app.wizenow.com/privacy-policy](https://app.wizenow.com/privacy-policy). You acknowledge that by using the Services, you have reviewed the Privacy Policy.

We may update these Terms at any time. If we make significant changes, we will refresh the date at the top of this page and notify users who have signed up to our policy updates mailing list.



## Definitions

"Company", "MarktLab", "we", "our", or "us" in any of our policies or terms, refers to MarktLab Inc.

"Services" refers to our websites, including [annualfundtoolkit.com](http://annualfundtoolkit.com), [wizenow.com](http://wizenow.com), and any product created and maintained by MarktLab Inc. That includes Wize and any other products or services we may offer, whether delivered within a web browser, desktop application, mobile application, or another format.

Finally, "you" or "your" refers to the people or organizations that own an account with one or more of our Services.

## Account Terms

1. You must register with and create an account to use the Services and as part of that process you will be requested to provide certain information, including without limitation your name, full address, phone number and email address. By using the Services, you agree to provide true, accurate, current and complete information as prompted by the registration process and to maintain and promptly update the account information to keep it accurate, current and complete.
2. You are responsible for maintaining the security of your account and password and for ensuring that any of your users do the same. The Company cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. We recommend all users set up two-factor authentication for added security. In some of our Services, we may require it.
3. You may not use the Services for any purpose outlined in our Use Restrictions Policy, and you may not permit any of your users to do so either.
4. You are responsible for all content posted to and activity that occurs under your account, including content posted by and activity of any users in your account.
5. You must be a human and at least 18 years of age (or at least of the legally required age in the jurisdiction in which you reside). Accounts registered by "bots" or other automated methods are not permitted.
6. Your account is not transferable to any other person or account. You must immediately notify us of any unauthorized use of your password or identification or any other breach or threatened breach of our security or the security of your account.



## **Payment, Refunds, and Plan Changes**

1. For paid Services that offer a free trial, we explain the length of trial when you sign up. After the trial period, you need to pay in advance to keep using the Service. If you do not pay, we will freeze your account and it will be inaccessible until you make payment. If your account has been frozen for a while, we will queue it up for auto-cancellation.
2. If you are upgrading from a free plan to a paid plan, we will charge your card immediately and your billing cycle starts on the day of upgrade. For other upgrades or downgrades in plan level, the new rate starts from the next billing cycle.
3. All service fees are non-refundable. No refunds or credits for early cancellation, downgrades or unused Services are permitted.
4. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Where required, we will collect those taxes on behalf of the taxing authority and remit those taxes to taxing authorities. Otherwise, you are responsible for payment of all taxes, levies, or duties.

## **Cancellation and Termination**

1. You are solely responsible for properly canceling your account. You can cancel your account by emailing us at [info@wizenow.com](mailto:info@wizenow.com). If you need help canceling your account, you can always contact our Support team.
2. Upon account cancellation, all of your content will be inaccessible from the Services at the end of the then-current billing cycle. Within 30 days, all content will be permanently deleted from active systems and logs. Within 60 days, all content will be permanently deleted from our backups. We cannot recover this information once it has been permanently deleted. If you want to export any data before your account is canceled, we've provided instructions for doing so.
3. We reserve the right to suspend or terminate your account and refuse any and all current or future use of our Services for any reason at any time. Suspension means you and any other users on your account will not be able to access the account or any content in the account. Termination will furthermore result in the deletion of your account or your access to your account, and the deletion of all content in your account. We also reserve the right to refuse the use of the Services to anyone for any reason at any time.
4. Verbal, physical, written or other abuse (including threats of abuse or retribution) of a Company employee or officer will result in immediate account termination.

## **Modifications to the Service and Prices**

1. We reserve the right at any time to modify or discontinue, temporarily or permanently, any part of our Services with or without notice.



2. Sometimes we change the pricing structure for our products. When we do that, we tend to exempt existing customers from those changes. However, we may choose to change the prices for existing customers. If we do so, we will give at least 30 days notice and will notify you via the email address on record. We may also post a notice about changes on our websites or the affected Services themselves.

## **Uptime, Security, and Privacy**

1. Your use of the Services is at your sole risk. We provide these Services on an "as is" and "as available" basis. We do not offer service-level agreements, but do take uptime of our applications seriously.
2. We reserve the right to temporarily disable your account if your usage significantly exceeds the average usage of other customers of the Services. We'll reach out to the account owner before taking any action except in rare cases where the level of use may negatively impact the performance of the Service for other customers.
3. We take many measures to protect and secure your data through backups, redundancies, and encryption. We enforce encryption for data transmission from the public Internet. There are some edge cases where we may send your data through our network unencrypted.
4. You agree that MarktLab Inc. may process your data as described in our Privacy Policy and for no other purpose. On rare occasion, our staff may access your data for the following reasons:
  - To help you with support requests you make. We'll ask for express consent before accessing your account.
  - On the rare occasions when an error occurs that stops an automated process partway through. We get automated alerts when such errors occur. When we can fix the issue and restart automated processing without looking at any personal data, we do. In rare cases, we have to look at a minimum amount of personal data to fix the issue.
  - To safeguard MarktLab Inc. we'll look at logs and metadata as part of our work to ensure the security of your data and the Services as a whole. If necessary, we may also access accounts as part of an abuse report investigation.
  - To the extent required by applicable law. As a U.S. company with its main data infrastructure located in the US, we only preserve or share customer data if compelled by a U.S. government authority with a legally binding order or proper request under the Stored Communications Act, or in limited circumstances in the event of an emergency request. If a non-U.S. authority approaches MarktLab LLC for assistance, our default stance is to refuse unless the order has been approved by the U.S. government, which compels us to comply through procedures outlined in an established mutual legal assistance treaty or



agreement mechanism. If MarktLab LLC is audited by a tax authority, we only share the bare minimum billing information needed to complete the audit.

5. We prioritize the privacy of your data in our AI features. We exclusively partner with Large Language Model (LLM) providers that contractually commit to not using customer data for model training purposes. Our current providers include:
  - Amazon Bedrock, which explicitly states they do not store, log, or use customer prompts and completions for training (see: <https://docs.aws.amazon.com/bedrock/latest/userguide/data-protection.html>)
  - Anthropic's Commercial Offerings, which by default do not use customer inputs or outputs for model training (see: <https://privacy.anthropic.com/en/collections/10663361-commercial-customers>)

We will maintain this standard with any future AI providers we may partner with.

6. Under the California Consumer Privacy Act ("CCPA"), MarktLab Inc. is a "service provider", not a "business" or "third party", with respect to your use of the Services. That means we process any data you share with us only for the purpose you signed up for and as described in these Terms, the Privacy Policy, and other policies. We do not retain, use, disclose, or sell any of that information for any other commercial purposes unless we have your explicit permission. Similarly, you agree to comply with your requirements under the CCPA and not use MarktLab's Services in a way that violates the regulations.

## Copyright and Content Ownership

1. "User Generated Content" is defined as any content, information, and materials that may be textual, audio, or visual that you provide, submit, upload, publish, or make otherwise available to the Services and our users.
2. You hereby represent and warrant to us that your User Generated Content (i) will not be false, inaccurate, incomplete or misleading; (ii) will not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity, personality or privacy; (iii) will not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising, anti-spam or privacy); (iv) will not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (v) will not be obscene or contain pornography (including but not limited to child pornography) or be harmful to minors; (vi) will not contain any viruses, Trojan Horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (vii) will not represent you being employed or directly engaged by or affiliated with the Company or purport you to act as a representative or agent of the



Company; and (viii) will not create liability for the Company or cause the Company to lose (in whole or in part) the services of its ISPs or other suppliers.

3. You give us a limited license to use the User Generated Content posted by you and your users in order to provide the Services to you, but we claim no ownership rights over those materials. All materials you submit to the Services remain yours.
4. You are solely responsible for User Generated Content, and we act merely as a passive conduit for your online distribution and publication of your User Generated Content. We do not pre-screen content, but we reserve the right (but not the obligation) in our sole discretion to refuse or remove any content that is available via the Service.
5. The Company or its licensors own all right, title, and interest in and to the Services, including all intellectual property rights therein, and you obtain no ownership rights in the Services as a result of your use. You may not duplicate, copy, or reuse any portion of the HTML, CSS, JavaScript, or visual design elements without express written permission from the Company. You must request permission to use the Company's logos or any Service logos for promotional purposes. Please email us requests to use logos. We reserve the right to rescind any permissions if you violate these Terms.
6. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services without the express written permission of the Company.
7. You may choose to or we may invite you to submit comments, ideas, or feedback about the Services, including without limitation about how to improve our services or our products ("Feedback"). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited, and without restriction and will not place the Company under any fiduciary or other obligation, and that we are free to use the Feedback without any additional compensation to you, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone.
8. You acknowledge that all email and other correspondence that you submit to us shall become our sole and exclusive property.

## Liability

You agree that the Company is not liable to you or to any third party for damages of any kind that result from the use of the Services, inability to access data, or unauthorized access of your data or account. The Company is also not liable for damages of any kind related to actions of any third party that uses the Services, or any other consequences related to the Terms or Services.

WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED THROUGH THE SERVICES OR THE CONTENT OF ANY SITES LINKED TO THE SERVICES AND ASSUMES NO LIABILITY OR RESPONSIBILITY IN CONTRACT, WARRANTY OR IN TORT FOR ANY (I) ERRORS,



MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (III) ANY ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; AND (IV) EVENTS BEYOND OUR REASONABLE CONTROL.

UNDER NO CIRCUMSTANCES WILL THE COMPANY AND AFFILIATES OR THEIR CORPORATE PARTNERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, ACTUAL, CONSEQUENTIAL, ECONOMIC, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE COMPANY, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES) ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IN THEIR ENTIRETY.

IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT THE COMPANY AND AFFILIATES OR THEIR CORPORATE PARTNERS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE LOWER OF (I) THE TOTAL FEES PAID BY YOU TO THE COMPANY DURING THE SIX MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE OR (II) ONE HUNDRED DOLLARS (\$100), TO THE EXTENT PERMITTED BY APPLICABLE LAW.

## **Governing Law**

this Agreement and your use of the Services will be governed by, and will be construed under, the laws of the State of Delaware, without regard to choice of law principles. This choice of law provision is only intended to specify the use of Delaware law to interpret this Agreement.

## **Contacting Us**

If you have a question about any of these Terms, please contact our Support team at [info@wizenow.com](mailto:info@wizenow.com).