

Terms of Service

By using the Demo Wizard ("Service"), you consent to the following terms and conditions ("Terms of Service"). Demo Wizard reserves the right to update and change these Terms of Service without notice. Violation of any of the terms below may result in the termination of your account.

Account Terms

- 1. You are responsible for maintaining the security of your account and password. The Demo Wizard is not liable for any loss or damage resulting from your failure to meet this security obligation.
- 2. You are responsible for all content posted and activity that occurs under your account (even when content is posted by others who have their logins under your account).
- 3. You must provide your legal full name, a valid email address, and any other information requested to complete the signup process.
- 4. Your login may only be used by one person a single login shared by multiple people is not permitted. You may create separate logins for as many people as you'd like.

Payment Terms

- 1. The demo scheduling fee, if required by a retailer, is charged every time your requested demo is approved.
- All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall
 be responsible for payment of all such taxes, levies, or duties, excluding only United States
 (federal or state) taxes. Where required, The Demo Wizard will collect those taxes on behalf of
 the taxing authority and remit those taxes to the taxing authorities.

Cancellation and Termination

- 1. You are solely responsible for properly canceling your account. An authorized email request to cancel your account is considered cancellation. You can cancel your account at any time.
- 2. All of your content will be immediately inaccessible from the Service upon cancellation. Within 30 days, all this content may be permanently deleted from all backups and logs.
- 3. The Demo Wizard reserves the right to refuse service to anyone for any reason at any time.



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Modifications to the Service and Prices

- 1. The Demo Wizard reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, any part of the Service with 30 days' notice.
- 2. We reserve the right to change the prices of all Services upon providing 30 days' notice. We can provide this notice at any time by posting the changes to the <u>Demo Wizard site</u> or the Service itself.

Sell More, Manage Less!



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3. The Demo Wizard shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

Copyright and Content Ownership

- 1. We claim no intellectual property rights over the material you provide to the Service. All materials uploaded remain yours.
- 2. The look and feel of the Service is copyright © Demo Management Wizard, LLC. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML, CSS, JavaScript, or visual design elements without express written permission from the Demo Wizard.

General Conditions

- 1. Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.
- Technical support is only provided via email.
- 3. You understand that the Demo Wizard uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
- 4. You must not modify, adapt or hack the Service.
- 5. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by the Demo Wizard.
- 6. We may, but have no obligation to, remove content and accounts that we determine in our sole discretion are unlawful or violates any party's intellectual property or these Terms of Service.
- You understand that the technical processing and transmission of the Service, including your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
- 8. The Demo Wizard does not warrant, that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.
- 9. You expressly understand and agree that the Demo Wizard shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Demo Wizard has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.
- 10. The failure of the Demo Wizard to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and the Demo Wizard and govern your use of the Service, superseding any prior agreements between you and the Demo Wizard (including, but not limited to, any prior versions of the Terms of Service).
- 11. Questions about the Terms of Service should be sent to support@Demo-Wizard.com.
- 12. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes.