WhizFish Terms of Service

By using **whizfish.co** and affiliated services (the "Service"), you agree to be bound by the following Terms of Service ("Terms").

WhizFish reserves the right to update and modify these Terms at any time without prior notice. Continued use of the Service after any changes constitutes your acceptance of the revised Terms. The most current version is always available at:
https://www.whizfish.co/termsofservice.

Violating these Terms may result in the termination of your account. While WhizFish prohibits certain conduct and content, we are not responsible for the material posted by users and you use the Service at your own risk.

1. Account Terms

- You must be **18 years or older** to use this Service.
- Accounts must be registered by **a human**; automated accounts ("bots") are not permitted.
- You must provide your **legal full name, valid email address**, and any other requested information.
- You are responsible for maintaining the **security of your account and password**. WhizFish is not liable for any loss or damage due to your failure to secure your account.
- You are responsible for all **content and activity** under your account, including content posted by others with access to your account.
- You may not use the Service for **illegal or unauthorized purposes** or violate any applicable laws (including, but not limited to, copyright laws).
- **Hosting services renew automatically** unless canceled per the cancellation policy.

2. Payments and Refund Terms

- A valid debit/credit card, certified P.O., or electronic check payment is required. For monthly recurring service fees, a valid debit/credit card is the only accepted form of payment.
- Once a project or service has commenced, payments made toward design, development, setup, prepaid hosting, and other services are non-refundable. This includes:
  - Design, development, and setup fees
  - Prepaid hosting fees
  - Partial months of service

- Upgrade/downgrade adjustments
- Unused service time on an open account
- We apply this policy uniformly to all clients, and no exceptions will be made.
- If WhizFish is unable to deliver services as agreed due to reasons within our control, we may, at our discretion, offer a partial refund based on work completed.
- All fees are exclusive of taxes, levies, or duties imposed by local, state, or federal authorities. Clients are responsible for any applicable sales, use, or similar taxes related to services rendered. WhizFish is responsible for its own income and corporate taxes.
- WhizFish makes commercially reasonable efforts to have **mobile apps approved** by platform providers (Apple, Google, etc.), but we **do not guarantee acceptance**. If your application is denied, **no refunds will be issued**.

3. Cancellation & Termination

- **All services renew automatically.** You are solely responsible for properly canceling your account.
- Either party may terminate this agreement by providing **sixty (60) days' written notice prior to the next billing date.** The notice period begins on the date the written notice is received by the other party.
- You may cancel your account by submitting a **written cancellation request** to your account representative or by emailing **info@whizfish.co**. Acceptable forms of written notice include email, certified mail, or other verifiable written communication.

  During the notice period:

    - Services will continue as usual.
    - You remain responsible for all applicable fees and charges until the termination date.
    - No prorated refunds will be issued for mid-service cancellations.
- Upon cancellation, **all content and data will be deleted permanently**. This action **cannot be undone**.
- WhizFish reserves the right to **suspend or terminate your account at any time**, with or without cause.
- If WhizFish terminates your account for violating these Terms, **no refunds will be issued**, and all account content may be forfeited.

4. 100% Satisfaction Guarantee

- If you are unsatisfied with your **mobile application** within the **first month of service**, WhizFish will refund the **first month of hosting fees**—no questions asked.
- This guarantee **does not apply** beyond the first month.

5. Modifications to the Service & Pricing

- WhizFish **reserves the right** to modify, suspend, or discontinue any part of the Service at any time without notice.
- Pricing is subject to change. WhizFish is not liable to you or any third party for modifications, price changes, or service discontinuations.
- Software updates may be **pushed automatically**, though WhizFish will make efforts to notify users in advance.

6. Copyright & Content Ownership

- WhizFish **does not claim ownership** of the content you provide. Your profile and uploaded materials remain **your intellectual property**.
- By posting content, you grant WhizFish a **non-exclusive, worldwide license** to use, display, and distribute your content **for service operation and marketing purposes**.
- WhizFish **reserves the right** (but is not obligated) to **remove content** at its sole discretion if it is deemed inappropriate, unlawful, or in violation of these Terms.
- The **look and feel** of WhizFish's Service—including **HTML/CSS, visual design, and software**—is **copyrighted** and may **not** be copied, resold, or modified without **explicit written permission**.
- Any software provided by WhizFish is **licensed, not sold**, and may not be **reverse-engineered, decompiled, or resold**.

7. General Conditions

- The Service is provided **"as is" and "as available"** without any guarantees of uninterrupted or error-free operation.
- **Technical support** is available **via email only** at **info@whizfish.co**.
- WhizFish uses **third-party vendors and hosting partners** to provide infrastructure and services.
- You must **not modify, hack, or impersonate** the Service.
- You **must not** send unsolicited emails ("spam"), introduce **viruses or malicious code**, or attempt unauthorized access to the Service.
- **Verbal, physical, or written abuse** of any WhizFish employee, client, or partner **will result in immediate termination**.

8. Limitation of Liability

- **WhizFish is not liable** for direct, indirect, incidental, special, or consequential damages (including **loss of profits, data, or goodwill**) arising from:
    - The use or inability to use the Service.
    - Unauthorized access or data alterations.

- ○ Third-party actions on the Service.
  - ○ Any other Service-related matter.
- **WhizFish's total liability** for any claims related to the Service shall not exceed **the amount paid by you in the past 12 months**.

9. Governing Law & Dispute Resolution

- These Terms are governed by the **laws of the State of Ohio, USA**.
- Any disputes shall be resolved **through arbitration** in Maumee, OH, unless otherwise required by law.

10. Contact Us

For any questions or concerns, reach out to us:

📍 **Location:** 1715 Indian Wood Circle, Suite 200, Maumee, OH 43537
📞 **Phone:** 1-419-546-3338
✉️ **Email:** info@whizfish.co

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