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# Terms and Conditions

The legal agreement governing your use of Wizard Application.

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## Important Notice



These Terms and Conditions constitute a legally binding agreement. By accessing or using the Wizard Application platform, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms.

## Translation Notice

Text translations on this website and within the Wizard Application platform may not be 100% accurate. The English language version shall be the authoritative version for all legal and contractual purposes. If you notice any translation errors or have concerns about translated content, please report them to [legal@wizardapplication.com](mailto:legal@wizardapplication.com).

## 1. Agreement to Terms

By accessing and using the Wizard Application platform ("Service", "Platform", "Software", or "we"), you ("Customer", "User", "Client", or "you") accept and agree to be bound by these Terms and Conditions ("Terms", "Agreement"). These Terms constitute a legal agreement between you and Wizard Software Solutions Ltd, a company registered in England and Wales under company number 16878600, with its registered office at 30 Circus Mews, Bath, United Kingdom, BA1 2PW.

If you do not agree to these Terms, you must immediately cease using the Service and may not create an Account. Your continued use of the Service following the posting of changes to these Terms will constitute your acceptance of such changes.

## 2. Definitions

In these Terms and Conditions, unless the context otherwise requires:

- **"We", "Us", "Our", or "Company"** means Wizard Software Solutions Ltd, a company registered in England and Wales under company number 16878600, with its registered office at 30 Circus Mews, Bath, United Kingdom, BA1 2PW
- **"You", "Your", "Customer", or "Client"** means the individual or legal entity that has registered for and is using the Service, including any Users authorised under that Account
- **"Agreement" or "Terms"** means these Terms and Conditions, including any documents incorporated by reference, as may be amended from time to time
- **"Service" or "Platform"** means the Wizard Application software-as-a-service platform, including all features, functionality, documentation, updates, enhancements, and associated services provided by us. These terms are used interchangeably throughout this Agreement
- **"Account"** means the registered account created by you to access and use the Service, including all associated settings, configurations, and User access
- **"Subscription"** means your right to access and use the Service for the Subscription period you have purchased, subject to the terms of your chosen Subscription plan
- **"Fees"** means all charges, costs, and payments due for your Subscription, including any



additional storage, Features, or usage-based charges

- **"Data"** means all information, content, materials, and data that you or your Users submit, upload, transmit, or create within or through the Service
- **"Content"** means any text, images, documents, files, or other materials uploaded to, created within, or transmitted through the Service
- **"User"** means any individual authorised by you to access and use the Service under your Subscription, including your employees, contractors, and agents
- **"API"** means the Application Programming Interface provided by us that allows programmatic access to the Service for integration with third-party applications or custom development
- **"Third-Party Services"** means any products, services, applications, or integrations provided by parties other than Wizard Software Solutions Ltd that may be used in conjunction with the Service
- **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where control means ownership of more than 50% of the voting securities or equivalent ownership interest
- **"Intellectual Property"** means all patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, goodwill, rights to sue for passing off, rights in designs, database rights, rights in confidential information, and all other intellectual property rights
- **"Personal Data"** means any information relating to an identified or identifiable natural person as defined in the General Data Protection Regulation (GDPR)
- **"Documentation"** means any user guides, technical documentation, and training materials provided by us
- **"Confidential Information"** means all information disclosed by one party to the other, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential
- **"Business Day"** means a day other than a Saturday, Sunday, or public holiday in England and Wales

### 3. Service Description

Wizard Software Solutions Ltd provides a comprehensive cloud-based business management Platform designed for businesses of all sizes. The Platform consolidates multiple business functions into a single integrated solution, eliminating the need for disparate software tools. The Service is delivered via a secure internet connection and includes, but is not limited to:

#### 3.1 Core Modules

- **CRM & Sales Pipeline:** Complete customer relationship management including contact and company management, visual deal pipelines, lead tracking, email integration, and automated follow-ups
- **HR Management:** Full employee lifecycle management including onboarding and



offboarding workflows, document handling, organisation charts, time off and attendance tracking, employee self-service portal, and compliance tools

- **Applicant Tracking System (ATS):** End-to-end recruitment management with AI-powered CV parsing, multi-channel job posting, candidate pipelines, interview scheduling, and candidate communications
- **Help Desk & Support:** Customer support ticket management, email-to-ticket conversion, SLA tracking, and issue resolution workflows
- **Invoicing & Billing:** Professional invoice creation, payment tracking, online payment processing, and accounting software integration (including Xero)
- **Project Management:** Project planning with visual roadmaps, milestone tracking, task management, dependency management, and team collaboration tools
- **Document Management:** Centralised document storage, version control, e-signatures, and document sharing capabilities

### 3.2 Platform Capabilities

- **AI-Powered Automation:** Intelligent document parsing, Content generation, candidate scoring, and smart workflow automation
- **Blueprint Automation:** Visual workflow builder with event triggers, conditions, and multi-step automations
- **Decision Log:** Business decision tracking with full audit trail, categorisation, and outcome tracking
- **Reporting and Analytics:** Comprehensive dashboards, custom reports, and business intelligence tools across all modules
- **Communication Tools:** Integrated email, messaging, notifications, and calendar integration
- **Website Builder:** Create and manage business websites with customisable templates (available as Feature)

### 3.3 Additional Services

- Third-party integrations (job boards, email providers, accounting software, and more)
- API access for custom integrations and development
- Data import and export functionality
- Multi-User access with role-based permissions
- Mobile application access
- Regular feature updates and improvements
- Technical support and customer service
- Data migration services from other platforms

### 3.4 Service Updates and Feature Changes



We continuously improve and update the Service. We may add new features, modify existing features, or remove features at our discretion. We will use reasonable efforts to notify you of material changes that may negatively affect your use of the Service. Updates that enhance or add functionality without removing existing core features do not require prior notice.

**Feature Comparison and Pricing Information:** The features, pricing, limits, and availability displayed on our website, including any comparison tables, pricing pages, or promotional materials, are provided for informational purposes and are subject to change at any time. While we strive to keep this information accurate and up-to-date:

- Features may be added, modified, or discontinued without prior notice
- Feature availability may vary by Subscription plan and may change over time
- Usage limits, quotas, and allowances are subject to adjustment
- Pricing is subject to change as outlined in Section 5.9
- Promotional offers and trial terms may be modified or withdrawn
- Third-party integrations depend on external providers and may be affected by their changes

The specific features included in your Subscription are those available at the time of purchase and as documented in your Subscription agreement. We recommend reviewing the current terms before renewing or upgrading your Subscription.

## 4. Account Registration and Use

### 4.1 Eligibility

To use the Service, you must:

- Be at least 18 years old
- Have the legal capacity to enter into binding contracts
- Not be prohibited from receiving the Service under applicable laws
- Provide accurate and complete registration information
- Represent a legitimate business entity engaged in lawful recruitment activities

### 4.2 Account Registration

During registration, you agree to:

- Provide accurate, current, and complete information as prompted by the registration form
- Maintain and promptly update your Account information to keep it accurate, current, and complete
- Maintain the security and confidentiality of your password and Account credentials
- Notify us immediately of any unauthorised use of your Account or any other breach of security
- Accept responsibility for all activities that occur under your Account



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- Ensure that all Users comply with these Terms and Conditions
  - Not create multiple accounts for the same entity
  - Not impersonate another person or entity

### **4.3 Account Security**

You are responsible for:

- Maintaining the confidentiality of your Account credentials
- All activities that occur under your Account
- Implementing appropriate security measures within your organisation
- Restricting access to your Account to authorised Users only
- Immediately notifying us of any suspected or actual security breach

### **4.4 Account Restrictions**

You may not:

- Share your Account credentials with unauthorised individuals
- Create accounts using automated means or under false pretences
- Use the Service for any unlawful or unauthorised purpose
- Allow access to the Service by individuals not authorised under your Subscription
- Exceed the User limits specified in your Subscription plan
- Rent, lease, loan, or sell access to your Account
- Use the Service to provide services to third parties (service bureau use)

## **5. Subscription and Payment Terms**

### **5.1 Free Trial**

We offer a 14-day free trial period for new customers. During the trial:

- No payment information is required to commence your trial
- You have access to the full functionality of the Service
- Usage limits as specified in your trial Account apply
- You may cancel at any time without obligation
- Data created during the trial is retained if you subscribe to a paid plan
- At the conclusion of the trial, you must subscribe to a paid plan to continue using the Service
- Failure to subscribe will result in Account suspension and Data retention for 30 days

### **5.2 Subscription Plans**



We offer various Subscription plans with different features, User limits, and pricing. Subscription Fees are:

- Billed in advance on a monthly or annual basis, depending on your chosen plan
- Due immediately upon Subscription and on each renewal date thereafter
- Exclusive of Value Added Tax (VAT) and any other applicable taxes
- Non-refundable except as expressly provided in these Terms or as required by law
- Subject to the pricing published on our website at the time of purchase

### 5.3 Storage Allowances and Additional Storage

Each Subscription plan includes a storage allowance for documents, files, images, and other Content you upload to the Service. Your included storage allocation varies by plan and is detailed on our pricing page and within the Platform.

#### **Additional Storage:**

- If you exceed your plan's included storage, you may purchase additional storage directly through the Platform
- Current pricing for additional storage is displayed within your Account settings and billing area
- Additional storage is billed monthly or annually, aligned with your Subscription billing cycle
- Storage charges are calculated based on your usage and the rates displayed at the time of purchase
- We will notify you when you approach your storage limit so you can manage your usage or purchase additional capacity
- Pricing for additional storage may be updated from time to time, with changes reflected in the Platform

You can monitor your storage usage at any time through the Platform storage page.

### 5.4 Payment Methods and Processing

All Subscription payments, whether monthly or annual, are securely processed through Stripe, our trusted payment provider. Stripe is a PCI-DSS Level 1 certified payment processor, ensuring your payment information is handled with the highest security standards.

#### **Accepted Payment Methods:**

- Credit and debit cards (Visa, Mastercard, American Express, and other major cards supported by Stripe)
- SEPA Direct Debit (for eligible European customers)
- Bank transfer (for enterprise customers, subject to approval)

#### **Billing Options:**



- **Monthly subscriptions:** Billed automatically each month via Stripe. You can update your payment method or cancel at any time through your Account settings
- **Annual subscriptions:** Billed once per year via Stripe, typically at a discounted rate compared to monthly billing. Annual plans provide cost savings and uninterrupted service for the full year

#### **Payment Security:**

- We never store your full card details on our servers – all payment information is securely managed by Stripe
- Stripe's fraud prevention and encryption protect every transaction
- You can manage your payment methods, view invoices, and update billing information through your Account settings

All payments are processed in British Pounds Sterling (GBP) unless otherwise agreed in writing or where local currency options are available through Stripe.

## **5.5 Automatic Renewal**

Your Subscription will automatically renew at the end of each billing period unless you cancel before the renewal date. By subscribing, you:

- Authorise us to charge your chosen payment method for renewal Fees
- Acknowledge that renewals are automatic and will continue until cancelled
- Accept responsibility for ensuring your payment method remains valid
- Will receive notice of upcoming renewals at least 7 days before the renewal date
- Will be notified of any fee changes at least 30 days in advance

## **5.6 Cancellation Policy**

You may cancel your Subscription at any time:

- Through your Account settings
- By contacting our support team via email or telephone
- By written notice to our registered office

Upon cancellation:

- Cancellation takes effect at the end of your current billing period
- You retain access to the Service until the end of the paid period
- No refunds are provided for partial months or years except as required by law
- You have 30 days to export your Data after cancellation
- Your Data will be permanently deleted 30 days after the end of your Subscription

## **5.7 Account Closure**



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Account closure is a permanent action that differs from Subscription cancellation. Account closure involves the complete and irreversible deletion of your Account and all associated Data.

**Requesting Account Closure:**

- Account closure requests must be submitted through the Platform's Account settings or by contacting our support team
- There is no automated Account closure process - all closure requests are handled manually by our team
- We will contact your business to verify the closure request before proceeding
- Closure requests must be authorised by a company director, Account owner, or an individual with documented authority to make such decisions on behalf of your organisation

**Verification Process:**

- Our team will contact the registered business email and/or phone number to confirm the closure request
- We may request additional verification to confirm the identity and authority of the person making the request
- This verification process protects your business from unauthorised Account closures
- The verification process typically takes 3-5 Business Days

**Upon Account Closure:**

- All Account access will be immediately revoked
- You will have been given 30 days prior to closure to export your Data
- All Data associated with the Account will be permanently deleted within 30 days of closure
- Backup copies of Data may persist for up to an additional 30 days before being purged
- Once deleted, Data cannot be recovered under any circumstances
- Closure is irreversible - you will need to create a new Account if you wish to use the Service again

**Outstanding Obligations:**

- Account closure does not relieve you of any outstanding payment obligations
- Any unpaid invoices remain due and payable
- Refunds for unused Subscription periods are not provided except as required by law

## 5.8 Refund Policy

We want you to be completely satisfied with your Subscription. Our refund policy is designed to be fair and transparent.

**30-Day Money-Back Guarantee:**

- New subscribers are eligible for a full refund within 30 days of their initial purchase
- No questions asked - simply contact our support team to request your refund



- This guarantee applies to first-time subscribers only and cannot be used repeatedly

#### **Annual Subscription Refunds:**

- If you cancel an annual Subscription after the 30-day guarantee period, you may be eligible for a pro-rata refund
  - Pro-rata refunds are calculated based on the remaining full months of your Subscription
  - A processing fee equivalent to one month's Subscription may apply
  - Pro-rata refunds are issued at our discretion and are not guaranteed

#### **Service Issues:**

- If the Service experiences significant downtime (falling below our 99.9% uptime target as described in [Section 10](#)), you may be eligible for service credits or a partial refund
- If we fail to resolve a material Service issue within 14 days of your report, you may request a full refund for the affected period
  - Refunds for Service issues are assessed on a case-by-case basis

#### **How to Request a Refund:**

- Contact our support team via email or through the in-app support system
- Provide your Account details and reason for the refund request
- Refund requests are typically reviewed within 5 Business Days
- Approved refunds are processed within 10 Business Days
- Refunds are issued to the original payment method

#### **Non-Refundable Items:**

- Monthly subscriptions after the 30-day guarantee period
- Features or premium features that have been actively used
- Accounts terminated due to violation of these Terms
- Subscriptions purchased through third-party resellers (contact the reseller directly)

#### **Service Credits:**

As an alternative to refunds, we may offer service credits that can be applied to future Subscription payments. Service credits do not expire and are non-transferable.

## **5.9 Price Changes**

We reserve the right to modify our pricing as our Platform evolves, expands its capabilities, and incurs increased operational costs. In the event of a price change:

- We will provide at least 30 days' notice via email and through the Service
- Price changes take effect on your next renewal date
- You may cancel before the renewal date to avoid the new pricing
- Continued use after a price change constitutes acceptance



- Price changes do not apply to annual Subscriptions until the renewal date

## 5.10 Payment Failure and Suspension

If payment cannot be processed:

- We will notify you immediately via email
- You have a 7-day grace period to update your payment information
- During the grace period, you retain full access to the Service
- If payment is not received within the grace period, your Account will be suspended
- Suspended accounts cannot access the Service but Data is retained for 30 days. If you wish to have your Data deleted sooner, please contact us to request Account closure as described in Section 5.7
- After 30 days of non-payment, your Account may be terminated and Data permanently deleted unless you contact us to close your Account earlier

## 5.11 Taxes

We are a United Kingdom registered company. All payments are processed in British Pounds Sterling (GBP). All Fees are exclusive of taxes unless otherwise stated. Regarding taxes:

- For UK customers: VAT at the applicable UK rate (currently 20%) will be added to your invoice
  - For business customers outside the UK: the reverse charge mechanism may apply where you account for VAT in your own jurisdiction. Please provide a valid VAT/tax registration number
  - For consumer customers outside the UK: applicable taxes may be added based on your location
    - You are responsible for any additional local taxes, duties, or levies applicable in your jurisdiction
    - Providing valid VAT or tax registration numbers where applicable to ensure correct tax treatment

## 6. Data and Content

### 6.1 Your Data Ownership

You retain all ownership rights, title, and interest in and to your Data. By using the Service, you grant us a limited, non-exclusive, worldwide, royalty-free licence to:

- Host, store, and process your Data
- Perform backups of your Data
- Display your Data to you and your authorised Users



- Transmit your Data as necessary to provide the Service
- Make copies as necessary for redundancy and disaster recovery

This licence exists solely to enable us to provide the Service to you and terminates when you delete your Data or your Subscription ends.

## 6.2 Data Protection Compliance

We comply with UK and EU Data protection laws, including the General Data Protection Regulation (GDPR), UK GDPR, and the Data Protection Act 2018. Our security practices are aligned with ISO 27001 standards.

When you use the Service:

- You are the Data controller for any Personal Data you process through the Platform
- We act as your Data processor and only process data on your instructions
- We implement appropriate security measures to protect your Data
- We assist you in responding to Data subject requests
- We notify you of any Data breaches without undue delay

A Data Processing Agreement (DPA) is available upon request.

## 6.3 AI Features and Service Improvement

Our Platform includes AI-powered features designed to enhance your experience, such as CV parsing, content generation, document analysis, and intelligent suggestions. To continually improve these features and deliver a better experience for all users, we analyse aggregated and anonymised usage patterns from AI interactions.

### How we use AI interaction data:

- **Improving accuracy:** We analyse patterns in AI feature usage to enhance the accuracy and relevance of results, such as improving CV parsing recognition or content suggestions
- **Enhancing performance:** Usage data helps us optimise response times and system efficiency
- **Developing new features:** Understanding how you use AI features helps us identify opportunities to create new capabilities that benefit your workflow
- **Quality assurance:** We monitor AI outputs to identify and correct errors, ensuring consistent quality

### Your privacy is protected:

- Data used for Service improvement is aggregated and anonymised – we do not use your Personal Data or business-sensitive information to train AI models
- Your candidate data, client information, and confidential business Content remain private and are not shared or used beyond providing you with the Service
- AI improvements benefit all users through better features, not through exposing any



individual's data

- You can contact us at any time if you have questions about how AI features process your Data

This approach allows us to continuously enhance the Platform while maintaining the privacy and security standards you expect.

## 6.4 Data Security Measures

We implement industry-standard security measures including:

- **Encryption:** TLS 1.3 encryption for data in transit and AES-256 encryption for data at rest
- **Access Controls:** Role-based access control (RBAC), multi-factor authentication (MFA), and principle of least privilege
- **Network Security:** Firewalls, intrusion detection/prevention systems, and DDoS protection
- **Security Monitoring:** 24/7 security monitoring, logging, and alerting
- **Vulnerability Management:** Regular security audits, penetration testing, and vulnerability scanning
- **Incident Response:** Documented incident response procedures and breach notification protocols
- **Employee Training:** Regular security awareness training for all staff
- **Physical Security:** Data centres with physical access controls, surveillance, and environmental monitoring
- **Business Continuity:** Disaster recovery plans and business continuity procedures

However, no method of transmission or storage is 100% secure. We cannot guarantee absolute security of your Data.

## 6.5 Data Backup and Recovery

We maintain comprehensive backup procedures:

- Automated daily backups of all customer Data
- Retention of backups for 30 days
- Geographically distributed backup storage
- Regular testing of backup restoration procedures
- Point-in-time recovery capabilities

While we implement robust backup procedures, you are responsible for maintaining your own backup copies of critical Data.

## 6.6 Data Portability and Export

You may request an export of your Data at any time by contacting us at [legal@wizardapplication.com](mailto:legal@wizardapplication.com). We will provide your Data in a commonly used format at no



additional charge. Upon Account termination, you have 30 days to request your Data before it is permanently deleted.

## 6.7 Data Location and Transfers

Your Data is stored on servers located within the European Economic Area (EEA):

- Primary Data centre: United Kingdom
- Secondary Data centre (disaster recovery): European Union
- We will not transfer your Data outside the EEA without:
  - Your prior written consent, or
  - Appropriate safeguards in accordance with GDPR requirements (e.g., Standard Contractual Clauses)

## 6.8 Data Retention

We retain your Data:

- For the duration of your active Subscription
- For 30 days after Subscription termination or cancellation
- For longer periods if required by law or legitimate business purposes
- In backup systems for up to 30 days after deletion

After the retention period, Data is permanently and securely deleted using industry-standard data sanitisation methods.

## 6.9 Prohibited Data

You must not upload or submit:

- Illegal content or content that violates third-party rights
- Malicious code, viruses, or other harmful software
- Content that infringes intellectual property rights
- Content containing special category Personal Data without appropriate safeguards
- Sensitive authentication credentials or financial information unless encrypted
- AI-generated content that is illegal, fraudulent, defamatory, or violates applicable laws

# 7. Acceptable Use Policy

## 7.1 General Prohibitions

You agree not to use the Service to:



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- Violate any applicable local, national, or international laws or regulations
  - Infringe upon or misappropriate intellectual property rights of others
  - Transmit harmful, offensive, defamatory, obscene, or otherwise objectionable content
  - Engage in discriminatory recruitment practices prohibited by the Equality Act 2010
  - Harvest, collect, or store personal information without proper lawful basis and consent
  - Interfere with or disrupt the Service, servers, or networks connected to the Service
  - Attempt to gain unauthorised access to any part of the Service, other accounts, or connected systems
  - Use the Service to send spam, unsolicited communications, or engage in phishing
  - Reverse engineer, decompile, disassemble, or attempt to extract source code from the Service
  - Remove, alter, or obscure any proprietary notices or labels on the Service
  - Use the Service in any manner that could damage our reputation or goodwill
  - Engage in any activity that violates applicable Data protection laws
  - Use automated systems to access the Service except through provided APIs
  - Perform security testing without prior written authorisation
  - Impersonate any person or entity or falsely state or misrepresent your affiliation
  - Use AI features to generate content that is illegal, fraudulent, defamatory, discriminatory, or violates applicable laws

## 7.2 Recruitment-Specific Obligations

When using the Service for recruitment activities, you must:

- Comply with all applicable employment and recruitment legislation
- Ensure compliance with the Equality Act 2010 and related regulations
- Obtain proper consent for processing candidate Personal Data
- Maintain appropriate documentation for right-to-work checks
- Not use the Service for discriminatory purposes
- Respect candidate privacy and Data protection rights
- Ensure all job postings are accurate and not misleading
- Comply with advertising standards and regulations

## 7.3 Enforcement

We reserve the right to:

- Investigate any suspected violations of this Acceptable Use Policy
- Remove or disable access to content that violates this Policy
- Suspend or terminate accounts that violate this Policy
- Report illegal activities to appropriate law enforcement authorities
- Cooperate with legal investigations



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## 8. Intellectual Property Rights

### 8.1 Our Intellectual Property

The Service and all related materials are owned by Wizard Software Solutions Ltd and protected by:

- UK Copyright, Designs and Patents Act 1988
- UK Trade Marks Act 1994
- International copyright treaties
- Other applicable intellectual property laws

This includes but is not limited to:

- Software code, architecture, and algorithms
- User interface designs and layouts
- Logos, trademarks, and service marks
- Documentation and training materials
- Graphics, images, and visual content
- Text content and copy
- Database structures and schemas

### 8.2 Limited Licence Grant

Subject to your compliance with these Terms, we grant you a:

- Limited
- Non-exclusive
- Non-transferable
- Non-sublicensable
- Revocable
- Worldwide

licence to access and use the Service during your Subscription period solely for your internal business purposes in accordance with these Terms and the Documentation.

### 8.3 Restrictions

You shall not:

- Copy, modify, or create derivative works of the Service
- Reverse engineer, decompile, or disassemble the Service
- Rent, lease, loan, resell, sublicense, or distribute the Service
- Use the Service to develop competing products or services



- Remove or alter any proprietary notices or labels
- Access the Service to build a similar or competitive product
- Frame or mirror any content forming part of the Service

## 8.4 Feedback and Suggestions

If you provide feedback, suggestions, or recommendations about the Service:

- Such feedback is voluntary
- We may use it without obligation to you
- We have no obligation to keep it confidential
- You assign all rights in the feedback to us
- We may incorporate it into the Service without compensation

## 8.5 Trademarks

"Wizard Application", our logos, and other marks are our trademarks. You may not:

- Use our trademarks without prior written consent
- Use our trademarks in a manner that suggests endorsement
- Register domain names or social media accounts containing our marks
- Use marks confusingly similar to our trademarks

## 8.6 Third-Party Trademarks and Demonstration Content

The promotional video featured on the Wizard Application home page and elsewhere on this website is provided for illustrative and demonstration purposes only. It depicts example workflows, mock data, and references to third-party products, services, and brands to show how the Service can integrate with or replace tools that businesses commonly use.

All third-party names, product names, company names, logos, trademarks, registered trademarks, service marks, and trade dress that appear in the video, on this website, or anywhere within the Service are the property of their respective owners. Specifically, and without limiting the generality of the foregoing, this includes the following marks, each of which is the property of its respective owner:

- Salesforce® — a registered trademark of Salesforce, Inc.
- HubSpot® — a registered trademark of HubSpot, Inc.
- Monday.com® — a registered trademark of monday.com Ltd.
- BambooHR® — a registered trademark of Bamboo HR LLC.
- PandaDoc® — a registered trademark of PandaDoc, Inc.
- 1Password® — a registered trademark of AgileBits Inc.
- Zapier® — a registered trademark of Zapier, Inc.



- Mailchimp® — a registered trademark of Intuit Inc.
- Calendly® — a registered trademark of Calendly LLC.
- DocuSign® — a registered trademark of DocuSign, Inc.
- Notion® — a registered trademark of Notion Labs, Inc.
- Zendesk® — a registered trademark of Zendesk, Inc.
- ClickUp® — a registered trademark of Mango Technologies, Inc.

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If you are a rights holder for any trademark, logo, name, or other content shown in the video or on this website and you believe its use is inappropriate, infringes on your rights, or you would prefer it to be removed or amended, please contact us at [legal@wizardapplication.com](mailto:legal@wizardapplication.com) with a description of the specific content concerned and the basis of your request. We will review and respond to all reasonable requests promptly and in good faith.

## 9. Third-Party Integrations

### 9.1 Integration Services

The Service may integrate with third-party services including, but not limited to:

- Job boards (Indeed, Reed, Totaljobs, etc.)
- Email service providers
- Calendar applications
- Background check providers



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- Accounting and payroll systems
  - Social media platforms
  - Video interviewing platforms
  - Other HR and recruitment tools

## 9.2 Third-Party Terms

When using third-party integrations:

- You are subject to the third party's terms of service and privacy policies
- We are not responsible for third-party services, their availability, or their practices
- You must ensure you have appropriate rights and licences for third-party services
- We may disable integrations that violate terms or pose security risks
- Third-party costs are your responsibility

## 9.3 API Access

If you use our API:

- You must comply with API documentation and usage guidelines
- You must not exceed rate limits or abuse API access
- We may modify, restrict, or discontinue API access at any time
- You must implement appropriate security measures for API credentials
- You are responsible for your applications' compliance with these Terms

# 10. Service Level and Availability

## 10.1 Service Availability

We strive to maintain high availability of the Service and target:

- 99.9% uptime measured monthly (excluding planned maintenance)
- Planned maintenance windows notified at least 48 hours in advance via a notification message within the Platform
- Emergency maintenance as required with minimal disruption

However, availability may be affected by:

- Scheduled maintenance and upgrades
- Emergency maintenance and security updates
- Third-party service disruptions
- Force majeure events
- Issues beyond our reasonable control



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## 10.2 Performance Standards

We aim to maintain reasonable performance standards including:

- Response times appropriate for web-based applications
- Scalability to handle typical usage patterns
- Infrastructure designed for reliability and redundancy

## 10.3 Support Services

We provide customer support through:

- **Ticket Support:** Submit support tickets directly within the Platform
- **Account Help:** Help section available on our website

## 10.4 No Service Level Agreement

Unless you have entered into a separate Enterprise Agreement with specific Service Level Agreements (SLAs), we do not guarantee:

- Uninterrupted access to the Service
- Error-free operation
- Specific response or resolution times
- Compensation for downtime or performance issues

## 11. Limitation of Liability

### 11.1 Types of Liability Limited

To the maximum extent permitted by law, we shall not be liable for:

- Loss of profits, sales, business, or revenue
- Loss of agreements or contracts
- Loss of anticipated savings
- Loss of use or corruption of software, data, or information
- Loss of or damage to goodwill or reputation
- Any indirect, consequential, special, incidental, or punitive losses or damages

This applies whether such losses are:

- Foreseeable or not
- Known to us or not
- Arising from contract, tort (including negligence), breach of statutory duty, or otherwise



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## 11.2 Maximum Liability Cap

Our total aggregate liability to you for all claims arising from or related to the Service or these Terms shall not exceed the total amount paid by you to us in the 12 months preceding the event giving rise to liability.

## 11.3 Exclusions from Limitations

Nothing in these Terms excludes or limits our liability for:

- Death or personal injury caused by our negligence
- Fraud or fraudulent misrepresentation
- Breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982
- Defective products under the Consumer Protection Act 1987
- Any other liability that cannot be excluded or limited under applicable law

## 11.4 Allocation of Risk

You acknowledge that:

- The limitations of liability reflect a reasonable allocation of risk
- Our pricing reflects these limitations
- You may obtain insurance to cover risks beyond our liability limits
- These limitations apply even if remedies fail of their essential purpose

# 12. Our Commitments to You

## 12.1 What We Provide

When you use the Platform, you can expect:

- **Reliability:** A well-maintained Platform with regular updates and security patches
- **As Described:** The Platform will substantially conform to the features and functionality described in our Documentation
- **Legal Compliance:** We comply with applicable UK and EU laws in providing the Platform
- **Ongoing Development:** We continue to improve the Platform and address reported issues
- **Support:** Access to our support team during business hours
- **Data Protection:** Security and privacy measures as outlined in our Privacy Policy

## 12.2 Your Responsibilities



By using the Platform, you confirm that you:

- Have the legal right and authority to enter into these Terms
- Will comply with applicable laws and regulations when using the Platform
- Will ensure your use of the Platform respects third-party rights
- Will provide accurate and complete information
- Have obtained necessary consents for processing Data through the Platform

## 12.3 Limitations

Please be aware of the following limitations:

- **No guarantee of uninterrupted service:** Like any software, occasional bugs or temporary outages may occur
- **Suitability:** We cannot guarantee the Platform will meet every specific business requirement
- **Evolving features:** Features may change over time as we develop the Platform

Except for the commitments stated above and your statutory rights under UK law (which are not affected), we provide the Platform without additional warranties beyond what is expressly stated in these Terms.

## 12.4 Third-Party Services

The Platform integrates with various Third-Party Services. Please note:

- Third-Party Services operate under their own terms and policies
- We select integration partners carefully but do not control their services
- Issues with Third-Party Services are the responsibility of the relevant provider
- We recommend reviewing the terms of any Third-Party Services you connect to

## 13. Indemnification

### 13.1 Your Indemnification Obligations

You agree to indemnify, defend, and hold harmless Wizard Software Solutions Ltd, its officers, directors, employees, agents, and affiliates from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising from or relating to:

- Your use or misuse of the Service
- Your breach of these Terms
- Your violation of any law or third-party rights
- Your Data or Content submitted through the Service
- Your violation of Data protection laws



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- Claims brought by candidates, employees, or third parties relating to your use of the Service
  - Your negligence or wilful misconduct

## 13.2 Indemnification Procedure

For any indemnified claim:

- We will promptly notify you of the claim
- You will have sole control of the defence and settlement
- We will reasonably cooperate in the defence at your expense
- You may not settle any claim that admits liability on our behalf without our prior written consent
- We reserve the right to participate in the defence at our own expense

## 13.3 Our Indemnification to You

We will indemnify, defend, and hold you harmless from any third-party claim that the Platform infringes any intellectual property rights, provided that:

- You promptly notify us in writing of the claim
- You give us sole control of the defence and settlement
- You provide reasonable cooperation at our expense

This indemnification does not apply to claims arising from:

- Your modification of the Platform or combination with other products
- Your use of the Platform in violation of these Terms
- Third-Party Services or integrations
- Your Content or Data

If the Platform becomes, or in our opinion is likely to become, subject to an infringement claim, we may at our option: (a) obtain the right for you to continue using the Platform; (b) modify the Platform to make it non-infringing; or (c) terminate your Subscription and refund any prepaid Fees for the unused portion.

## 14. Confidentiality

### 14.1 Confidential Information

Each party may have access to Confidential Information of the other party, including:

- **Your Confidential Information:** Your Data, business information, and Account details
- **Our Confidential Information:** Service architecture, security measures, pricing, and business strategies



## 14.2 Obligations

Each party agrees to:

- Keep Confidential Information confidential
- Use Confidential Information only for purposes of performing under these Terms
- Not disclose Confidential Information to third parties without prior written consent
- Protect Confidential Information using at least the same degree of care used for its own confidential information
- Limit access to Confidential Information to employees and contractors with a need to know

## 14.3 Exceptions

Confidentiality obligations do not apply to information that:

- Is or becomes publicly available without breach of this obligation
- Was lawfully in the receiving party's possession before disclosure
- Is independently developed without use of Confidential Information
- Is rightfully obtained from a third party without confidentiality obligations
- Must be disclosed by law or court order (with prompt notice to the disclosing party)

## 14.4 Duration

Confidentiality obligations survive for:

- 3 years after disclosure of the information, or
- As long as the information remains confidential and proprietary

## 15. Termination

### 15.1 Termination by You

You may terminate your Subscription at any time:

- Through your Account settings
- By contacting our support team
- By written notice to our registered office

Upon termination:

- Termination takes effect at the end of your current billing period
- You retain access until the end of the paid period
- You are not entitled to a refund for remaining time (except as required by law)



- You have 30 days to export your Data

## 15.2 Termination by Us

We may terminate or suspend your Account:

- **For Cause:** Immediately if you breach these Terms, with written notice
- **For Non-Payment:** After 30 days of non-payment following notice
- **For Convenience:** With 30 days' written notice
- **For Legal Reasons:** If required by law or to prevent illegal activity
- **For Acceptable Use Violations:** Immediately for serious violations

## 15.3 Effect of Termination

Upon termination of your Subscription:

- Your right to access and use the Service immediately ceases
- All licences granted under these Terms terminate
- You must cease all use of the Service and Documentation
- You have 30 days to export your Data
- We will delete your Data 30 days after termination (except as required by law)
- Accrued rights and obligations remain enforceable
- Provisions intended to survive termination will continue in effect

## 15.4 Survival

The following sections survive termination:

- Payment obligations for services rendered
- Intellectual Property Rights
- Limitation of Liability
- Indemnification
- Confidentiality (for the duration specified)
- Governing Law and Jurisdiction
- Any other provision that by its nature should survive

## 16. Changes to Terms

### 16.1 Modification Rights

We reserve the right to modify these Terms at any time. Changes may be made for reasons



including:

- Legal or regulatory compliance
- Security enhancements
- New features or services
- Changes to business practices
- Clarifications or corrections

## 16.2 Notice of Changes

When we make material changes:

- We will notify you at least 30 days before the effective date
- Notice will be provided via email and through the Service
- The "Last Updated" date at the top of these Terms will be revised
- Material changes will be clearly identified in the notification

## 16.3 Your Options

If you do not agree to modified Terms:

- You may cancel your Subscription before the effective date
- You will not be charged for the next billing period
- Your Data will be available for export for 30 days

Continued use of the Service after the effective date constitutes acceptance of the modified Terms.

## 16.4 Minor Changes

For minor, non-material changes:

- We may update these Terms without prior notice
- You are responsible for reviewing Terms periodically
- Continued use constitutes acceptance

# 17. Governing Law and Jurisdiction

## 17.1 Governing Law

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.



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## 17.2 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

## 17.3 Consumer Rights

If you are a consumer (an individual acting for purposes outside your trade, business, or profession):

- You benefit from mandatory provisions of consumer protection laws
- Nothing in these Terms affects your statutory rights
- You may bring proceedings in the courts of the country where you are resident
- We may only bring proceedings against you in the courts of the country where you are resident

Nothing in these Terms displaces your statutory rights under applicable data-protection laws, including the UK GDPR, the EU GDPR, the UK Data Protection Act 2018, the Brazilian LGPD, the Japanese APPI, India's Digital Personal Data Protection Act, 2023 (DPDP Act), or any other applicable privacy regulation that governs the processing of your personal data.

## 18. Dispute Resolution

### 18.1 Informal Resolution

Before initiating formal proceedings, the parties agree to attempt to resolve disputes informally by:

- Providing written notice describing the dispute
- Engaging in good faith negotiations for 30 days
- Escalating to senior management if necessary

Send dispute notices to: [legal@wizardapplication.com](mailto:legal@wizardapplication.com)

### 18.2 Mediation

If informal resolution fails:

- Either party may propose mediation
- Mediation will be conducted by a mutually agreed mediator
- Mediation will be conducted in London, England
- Each party bears its own costs and shares mediation fees equally
- Mediation is non-binding unless a settlement is reached

### 18.3 Litigation



If mediation fails or is declined:

- Either party may commence court proceedings
- Proceedings shall be in the courts of England and Wales
- Each party retains the right to seek injunctive relief without mediation

## 18.4 No Class Actions

You agree that:

- Disputes will be resolved on an individual basis
- You will not participate in class actions, class arbitrations, or representative actions
- You will not consolidate your dispute with others' disputes

## 19. Force Majeure

Neither party shall be liable for failure or delay in performing obligations (other than payment obligations) if such failure or delay results from circumstances beyond its reasonable control, including:

- Acts of God (earthquakes, floods, storms, etc.)
- War, terrorism, or civil unrest
- Government actions, laws, or regulations
- Epidemics or pandemics
- Labour disputes not involving the party's employees
- Internet or telecommunications failures
- Power outages or utility failures
- Cyber attacks or security incidents
- Third-party service provider failures

During a force majeure event:

- The affected party must notify the other party promptly
- Performance obligations are suspended for the duration
- The affected party must use reasonable efforts to mitigate effects
- If the event continues for more than 30 days, either party may terminate with written notice

## 20. Severability and Waiver

### 20.1 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable:



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- That provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable
  - If modification is not possible, the provision shall be severed
  - All other provisions shall remain in full force and effect
  - The parties shall negotiate in good faith to replace the invalid provision

## 20.2 Waiver

No waiver of any term or provision shall be deemed a waiver of any other term or provision. Specifically:

- Failure to enforce any right or provision does not constitute a waiver
- A waiver must be in writing and signed by the waiving party
- A waiver on one occasion does not waive the same or other provisions on future occasions
- Exercise of any right is without prejudice to other rights

## 21. Assignment

### 21.1 Assignment by You

You may not assign, transfer, or delegate these Terms or any rights or obligations without our prior written consent. Any attempted assignment without consent is void.

### 21.2 Assignment by Us

We may assign these Terms without your consent:

- To an affiliate or subsidiary
- In connection with a merger, acquisition, or sale of assets
- To a successor in interest

We will notify you of any assignment that materially affects your rights.

### 21.3 Binding Effect

These Terms bind and inure to the benefit of the parties and their permitted successors and assigns.

## 22. Entire Agreement

These Terms, together with:

- Our Privacy Policy



- Data Processing Agreement (if applicable)
- Any Order Form or Subscription Agreement
- Any Enterprise Agreement (if applicable)

constitute the entire agreement between you and Wizard Software Solutions Ltd regarding the Service and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written.

In the event of conflict between these documents, the order of precedence is:

- Enterprise Agreement (if applicable)
- Order Form or Subscription Agreement
- Data Processing Agreement
- These Terms and Conditions
- Privacy Policy

You acknowledge that you have not relied on any statement, promise, or representation not expressly set forth in these documents.

## 23. Notices

### 23.1 Notice to You

We may provide notices to you:

- Via email to the address associated with your Account
- Through notifications within the Service
- By posting on our website
- By mail to your billing address

Notices are effective:

- When sent by email (unless returned as undeliverable)
- When posted within the Service
- When posted on our website
- 5 Business Days after mailing

### 23.2 Notice to Us

You may provide notices to us:

- **By Email:** [legal@wizardapplication.com](mailto:legal@wizardapplication.com) (for legal notices)
- **By Post:**

Wizard Software Solutions Ltd  
Legal Department



30 Circus Mews  
Bath BA1 2PW  
United Kingdom

Legal notices must be sent by recorded delivery post or email to the addresses above.

## 23.3 Language

All notices and communications shall be in English.

## 24. Export Control

The Service may be subject to export control and sanctions laws and regulations, including:

- UK Export Control Act 2002
- UK sanctions regulations
- EU export control regulations
- US export control laws (if applicable)

You represent and warrant that:

- You are not located in a country subject to UK or EU embargoes or sanctions
- You are not on any UK, EU, or US government list of prohibited or restricted parties
- You will not access or use the Service in violation of export control or sanctions laws
- You will not export, re-export, or transfer the Service or Data in violation of applicable laws

We reserve the right to suspend or terminate your access if we believe you are in violation of export control or sanctions laws.

## 25. UK-Specific Provisions

### 25.1 Consumer Rights Act 2015

If you are a consumer, you have statutory rights under the Consumer Rights Act 2015, including:

- Right to receive services with reasonable care and skill
- Right to receive services that match description
- Right to a refund if services are not as described or not performed with reasonable care and skill
- Right to cancel within 14 days of initial purchase

Nothing in these Terms affects these statutory rights.

### 25.2 Equality Act 2010



You acknowledge your obligations under the Equality Act 2010 when using the Service for recruitment activities. You must not:

- Discriminate on the basis of protected characteristics
- Use the Service to facilitate discriminatory practices
- Create job postings that violate equality legislation
- Make recruitment decisions based on prohibited criteria

## 25.3 Employment Agencies Act 1973

If you are an employment agency or business, you acknowledge your obligations under the Employment Agencies Act 1973 and related regulations.

## 25.4 Right to Work Checks

You are responsible for conducting proper right-to-work checks as required by UK immigration law. The Service provides tools to assist but does not replace your legal obligations.

## 26. Anti-Bribery and Anti-Corruption

As Wizard Software Solutions Ltd is registered in the United Kingdom, you must comply with UK anti-bribery and anti-corruption laws, as well as any applicable laws in your own jurisdiction. This includes:

- UK Bribery Act 2010
- Other applicable anti-corruption legislation in your country of operation

You represent and warrant that:

- You have not and will not offer, promise, give, request, or accept any bribe or improper advantage
- You have not and will not engage in any activity that would constitute an offence under the Bribery Act 2010
  - You have adequate procedures in place to prevent bribery
  - You will immediately notify us if you become aware of any breach or potential breach

Breach of anti-bribery obligations is grounds for immediate termination and may result in:

- Termination of your Subscription
- Reporting to relevant authorities
- Legal action for damages

## 27. Modern Slavery



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We are committed to combating modern slavery and human trafficking. In accordance with the Modern Slavery Act 2015:

## 27.1 Our Commitments

- We maintain policies and procedures to prevent modern slavery in our business and supply chains
- We conduct due diligence on suppliers and partners
- We provide training to relevant staff
- We publish an annual Modern Slavery Statement

## 27.2 Your Obligations

When using the Service, you must:

- Comply with the Modern Slavery Act 2015 and all applicable anti-slavery legislation
- Not use the Service to facilitate modern slavery, human trafficking, or forced labour
- Report any suspected modern slavery or human trafficking to us immediately
- Maintain your own policies and procedures to prevent modern slavery
- Conduct appropriate due diligence in your recruitment activities

## 27.3 Reporting

If you suspect or become aware of modern slavery or human trafficking:

- Report immediately to: [legal@wizardapplication.com](mailto:legal@wizardapplication.com)
- Report to the Modern Slavery Helpline: 0800 0121 700
- Report to appropriate law enforcement authorities

## 28. Accessibility

We are committed to making our Platform accessible to all users. We continuously work to improve accessibility and welcome feedback on how we can better serve users with different needs. If you encounter any accessibility barriers or have suggestions, please contact us at [legal@wizardapplication.com](mailto:legal@wizardapplication.com).

## 29. Contact Information

**Company Name:** Wizard Software Solutions Ltd  
**Registered Office:** 30 Circus Mews, Bath, United Kingdom, BA1 2PW  
**Company Number:** 16878600



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*Last updated: 13 June 2026*

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