

Wiz Website Terms of Use

Welcome to <https://www.wiz.io/> (together with its subdomains, Content, Marks and services, the "**Website**"). Please read the following Terms of Use carefully before using this Website so that you are aware of your legal rights and obligations with respect to Wiz Inc. ("**Wiz**", "**we**", "**our**" or "**us**"). By accessing or using the Website, you expressly acknowledge and agree that you are entering a legal agreement with us and have understood and agree to comply with, and be legally bound by, these Terms of Use, together with our Privacy Policy (collectively the "**Terms**"). If you do not agree to be bound by these Terms please do not access or use the Website.

PLEASE ALSO READ THESE TERMS OF USE CAREFULLY, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. PLEASE NOTE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN COURTS OR JURY TRIALS, AND LIMIT THE REMEDIES AVAILABLE IN THE EVENT OF A DISPUTE.

1. Background. The Website is intended to provide you with information related to our products and services and to enable you to contact us via the Website.

2. Modification. We reserve the right, at our discretion, to change these Terms at any time. Such change will be effective ten (10) days following the posting of the revised Terms on the Website, and your continued use of the Website thereafter means that you accept those changes.

3. Ability to Accept Terms. The Website is only intended for individuals aged eighteen (18) years or older. If you are under eighteen (18) years old please do not visit or use the Website.

4. Website Access. For such time as these Terms are in effect, we hereby grant you permission to visit and use the Website, provided that you comply with these Terms and applicable laws.

5. Restrictions. You shall not: (i) copy, distribute or modify any part of the Website without our prior written authorization; (ii) use, modify, create derivative works of, transfer (by sale, resale, license, sublicense, download or otherwise), reproduce, distribute, display or disclose Content (defined below), except as expressly authorized herein; (iii) disrupt servers or networks connected to the Website; (iv) use or launch any automated system (including without limitation, "robots" and "spiders") to access the Website; and/or (v) circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any Content or that enforce limitations on use of the Website.

6. Intellectual Property Rights.

6.1. Content and Marks. The (i) content on the Website, including without limitation, the text, documents, articles, brochures, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (collectively, the "**Content**"), and (ii) the trademarks, service marks and logos contained therein ("**Marks**"), are the property of Wiz and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. "Wiz", the Wiz logo, and other marks are Marks of Wiz or its affiliates. All other trademarks, service marks, and logos used on the Website are the trademarks, service marks, or logos of their respective owners. We reserve all rights not expressly granted in and to the Website and the Content.

6.2. Use of Content. Content on the Website is provided to you for your information and personal use only and may not be used, modified, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the Content you must retain all copyright and other proprietary notices contained therein.

6.3. Spam. You agree not to, and will not, use the communication systems provided by the Website to send unauthorized commercial communications and you shall be solely responsible and liable for any such unauthorized communications.

7. Information Description. We attempt to be as accurate as possible. However, we cannot and do not warrant that the Content available on the Website is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the Content, or any part thereof, in our sole judgment, without the requirement of giving any notice prior to or after making such changes to the

Content. Your use of the Content, or any part thereof, is made solely at your own risk and responsibility.

8. Links.

8.1. The Website may contain links, and may enable you to post content, to third party websites that are not owned or controlled by Wiz. We are not affiliated with, have no control over, and assume no responsibility for the content, privacy policies, or practices of, any third party websites. You: (i) are solely responsible and liable for your use of and linking to third party websites and any content that you may send or post to a third party website; and (ii) expressly release Wiz from any and all liability arising from your use of any third party website. Accordingly, we encourage you to read the terms and conditions and privacy policy of each third party website that you may choose to visit.

8.2. Wiz permits you to link to the Website provided that: (i) you link to but do not replicate any page on this Website; (ii) the hyperlink text shall accurately describe the Content as it appears on the Website; (iii) you shall not misrepresent your relationship with Wiz or present any false information about Wiz and shall not imply in any way that we are endorsing any services or products, unless we have given you our express prior consent; (iv) you shall not link from a website ("**Third Party Website**") which prohibits linking to third parties; (v) such Third Party Website does not contain content that (a) is offensive or controversial (both at our discretion), or (b) infringes any intellectual property, privacy rights, or other rights of any person or entity; and/or (vi) you, and your website, comply with these Terms and applicable law.

9. **Privacy.** We will use any personal information that we may collect or obtain in connection with the Website in accordance with our privacy policy which is available at: <https://www.wiz.io/legal/privacy>.

10. Warranty Disclaimers.

10.1. This section applies whether or not the services provided under the Website are for payment. Applicable law may not allow the exclusion of certain warranties, so to that extent certain exclusions set forth herein may not apply.

10.2. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. WIZ HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. WIZ DOES NOT GUARANTEE THAT THE WEBSITE WILL BE FREE OF BUGS, SECURITY BREACHES, OR VIRUS ATTACKS. THE WEBSITE MAY OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING, OR OTHER REASONS. YOU AGREE THAT WIZ WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS. WE DO NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT, PRODUCT, OR SERVICE THAT IS FEATURED OR ADVERTISED ON THE WEBSITE BY A THIRD PARTY.

10.3. EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, WIZ DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE WEBSITE.

11. Limitation of Liability.

11.1. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WIZ SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF DATA, REVENUE, PROFITS OR REPUTATION, ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE WEBSITE, EVEN IF WIZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you.

11.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF WIZ FOR ANY DAMAGES ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE THE WEBSITE, EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY YOU TO WIZ FOR USING THE WEBSITE DURING THE THREE (3) MONTHS PRIOR TO BRINGING THE CLAIM.

12. **Indemnity.** You agree to defend, indemnify and hold harmless Wiz and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but

not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Website; (ii) your interaction with any Website user; or (iii) your violation of these Terms.

13. Dispute Resolution: PLEASE READ THIS "DISPUTE RESOLUTION" SECTION CAREFULLY, AS IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE OR PARTICIPATE IN A LAWSUIT FILED IN COURT.

13.1. Informal dispute resolution procedure. If a dispute arises between you and Wiz, we are committed to working with you to reach a reasonable resolution. For any such dispute, both parties acknowledge and agree that they will first make a good faith effort to resolve it informally before initiating any formal dispute resolution proceeding in arbitration or otherwise. This requires first sending a written description of the dispute to the other party. For any dispute you initiate, you agree to send the written description of the dispute along with the email address associated with your account, if any, to the following email address: legalnotices@wiz.io. For any dispute that Wiz initiates, we will send our written description of the dispute to the email address associated with your Wiz account (if any) or to any email address we have on file for you. The written description must be on an individual basis and provide, at minimum, the following information: your name; a description of the nature or basis of the claim or dispute; and the specific relief sought. If the dispute is not resolved within sixty (60) days after receipt of the written description of the dispute, you and Wiz agree to the further dispute resolution provisions below.

The above process for an informal dispute resolution process is required before you may commence any formal dispute resolution proceeding. The parties agree that any relevant limitations period and filing fees or other deadlines will be tolled while the parties engage in this informal dispute resolution process.

13.2. Mutual arbitration agreement. You and Wiz agree that all claims, disputes, or disagreements that may arise out of the interpretation or performance of these Terms (including its formation, performance, and breach) or payments by or to Wiz, or that in any way relate to the provision or use of the Website, your relationship with Wiz, or any other dispute with Wiz, shall be resolved exclusively through binding arbitration in accordance with this Section 13 (collectively, the "Arbitration Agreement"). This includes claims that arose, were asserted, or involve facts occurring before the existence of this Arbitration Agreement or any prior agreement as well as claims that may arise after the termination of this Arbitration Agreement, in accordance with the notice and opt-out provisions set forth in Sections 13.10 and 13.11). This Arbitration Agreement is governed by the Federal Arbitration Act ("FAA") in all respects and evidences a transaction involving interstate commerce. You and Wiz expressly agree that the FAA shall exclusively govern the interpretation and enforcement of this Arbitration Agreement. If for whatever reason the rules and procedures of the FAA cannot apply, the state law governing arbitration agreements in the state in which you reside shall apply.

Except as set forth in this Section 13.2, the arbitrator or arbitration body, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of the Agreement (including these Terms) and this Arbitration Agreement, including, but not limited to any claim that all or any part thereof are void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment of administrative or arbitrator fees (including the timing of such payments and remedies for nonpayment). The arbitrator or arbitration body shall be empowered to grant whatever relief would be available in a court under law or in equity.

Notwithstanding the parties' decision to resolve all disputes through arbitration, each party retains the right to (i) elect to have any claims resolved in small claims court on an individual basis for disputes and actions within the scope of such court's jurisdiction, regardless of what forum the filing party initially chose; (ii) bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" in this context means patents, copyrights, moral rights, trademarks, and trade secrets and other confidential or proprietary information, but not privacy or publicity rights); and (iii) seek a declaratory judgment, injunction, or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought in small claims court. Seeking such relief shall not waive a party's right to arbitration under this agreement, and any filed arbitrations related to any action filed pursuant to this paragraph shall automatically be stayed pending the outcome of such action.

You and Wiz agree to submit to the personal jurisdiction of any federal or state court in New York, NY in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator; and in connection with any such proceeding, further agree to accept service of process by U.S. mail and hereby waive any and all jurisdictional and venue defenses otherwise available.

Except as set forth in Section 13.3 below, if any provision of this Arbitration Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions thereof remain in full force and effect.

THE PARTIES UNDERSTAND THAT ARBITRATION MEANS THAT AN ARBITRATOR AND NOT A JUDGE OR JURY WILL DECIDE THE CLAIM, AND THAT RIGHTS TO PREHEARING EXCHANGE OF INFORMATION AND APPEALS MAY BE LIMITED IN ARBITRATION. **YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU AND Wiz ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

13.3. Class arbitration and collective relief waiver. YOU AND WIZ ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT AS SET OUT OTHERWISE IN THIS SECTION 13.3 AND SECTION 13.7 BELOW, ANY ARBITRATION SHALL BE CONDUCTED IN AN INDIVIDUAL CAPACITY ONLY AND NOT AS A CLASS OR OTHER CONSOLIDATED ACTION AND THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO RESOLVE AN INDIVIDUAL PARTY'S CLAIM, UNLESS WIZ PROVIDES ITS CONSENT TO CONSOLIDATE IN WRITING.

If there is a final judicial determination that either the Class Arbitration Action and Collective Relief Waiver or the provisions in Section 13.7 are not enforceable as to a particular claim or request for relief, then the parties agree that that particular claim or request for relief may proceed in court but shall be severed and stayed pending arbitration of the remaining claims. This provision does not prevent you or Wiz from participating in a class-wide settlement of claims.

13.4. Arbitration rules. The arbitration will be administered by National Arbitration and Mediation ("NAM") and resolved before a single arbitrator. If NAM is not available to arbitrate, the parties will select an alternative arbitration provider, but in no event shall any arbitration be administered by the American Arbitration Association. Except as modified by this "Dispute Resolution" provision, NAM will administer the arbitration in accordance with the NAM Comprehensive Dispute Resolution Rules and Procedures, Fees For Disputes When One of the Parties is a Consumer and the Mass Filing Dispute Resolution Rules and Procedures in effect at the time any demand for arbitration is filed with NAM, excluding any rules or procedures governing or permitting class or representative actions. The applicable NAM rules and procedures are available at www.namadr.com or by emailing National Arbitration and Mediation's Commercial Dept at commercial@namadr.com.

13.5. Initiating arbitration. Only after the parties have engaged in a good-faith effort to resolve the dispute in accordance with the Informal Dispute Resolution Procedure provision, and only if those efforts fail, then either party may initiate binding arbitration as the sole means to resolve claims using the procedures set forth in the applicable NAM rules. If you are initiating arbitration, a copy of the demand shall also be emailed to legalnotices@wiz.io. If Wiz is initiating arbitration, it will serve a copy of the demand to the email address associated with your Wiz account or the email that Wiz has on file for you. The arbitrator has the right to impose sanctions in accordance with the NAM rules and procedures for any frivolous claims or submissions the arbitrator determines have not been filed in good faith, as well as for a party's failure to comply with the Informal Dispute Resolution Procedure contemplated by this Agreement.

13.6. Arbitration location and procedure. If you are a resident of the United States the arbitration will be conducted in the county where you reside, and if you are not a resident of the United States the arbitration shall be conducted in New York, New York, United States of America, unless you and Wiz otherwise agree or unless the designated arbitrator determines that such venue would be unreasonably burdensome to any party, in which case the arbitrator shall have the discretion to select another venue. If the amount in controversy does not exceed \$10,000 and you do not seek injunctive or declaratory relief, then the arbitration will be conducted solely on the basis of documents you and Wiz submit to the arbitrator, unless the arbitrator determines that a hearing is necessary. If the amount in controversy exceeds \$10,000 or seeks declaratory or injunctive relief, either party may request (or the arbitrator may determine) to hold a hearing, which shall be via videoconference or telephone conference unless the parties agree otherwise.

Subject to the applicable NAM rules and procedures, the parties agree that the arbitrator will have the discretion to allow the filing of dispositive motions if they are likely to efficiently resolve or narrow issues in dispute. Unless otherwise prohibited by law, all arbitration proceedings will be confidential and closed to the public and any parties other than you and Wiz (and each of the parties' authorized representatives and agents), and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award (provided that the party seeking confirmation shall seek to file such records under seal to the extent permitted by law).

13.7. Batch arbitration. To increase the efficiency of administration and resolution of arbitrations, in the event 100 or more similar arbitration demands (those asserting the same or substantially similar facts or claims, and seeking the same or substantially similar relief) presented by or with the assistance or coordination of the same law firm(s) or organization(s) are submitted to NAM (or another arbitration provider selected in accordance with Section 13.4 if NAM is unavailable) against Wiz within reasonably close proximity ("Mass Filing"), the parties agree (i) to administer the Mass Filing in batches of 100 demands per batch (to the extent there are fewer than 100 arbitration demands left over after the batching described above, a final batch will consist of the remaining demands) with only one batch filed, processed, and adjudicated at a time; (ii) to designate one arbitrator for each batch; (iii) to accept applicable fees, including any related fee reduction determined by NAM (or another arbitration provider selected in accordance with 13.4 if NAM is unavailable) in its discretion; (iv) that no other demands for arbitration that are part of the Mass Filing may be filed, processed, or adjudicated until the prior batch of 100 is filed, processed, and adjudicated; (v) that fees associated with a demand for arbitration included in a Mass Filing, including fees owed by Wiz and the claimants, shall only be due after your demand for arbitration is included in a set of batch proceedings and that batch is properly designated for filing, processing, and adjudication; and (vi) that the staged process of batched proceedings, with each set including 100 demands, shall continue until each demand (including your demand) is adjudicated or otherwise resolved. Arbitrator selection for each batch shall be conducted to the greatest extent possible in accordance with the applicable NAM rules and procedures for such selection, and the arbitrator will determine the location where the proceedings will be conducted. You agree to cooperate in good faith with Wiz and the arbitration provider to implement such a "batch approach" or other similar approach to provide for an efficient resolution of claims, including the payment of combined reduced fees, set by NAM in its discretion, for each batch of claims. The parties further agree to cooperate with each other and the arbitration provider or arbitrator to establish any other processes or procedures that the arbitration provider or arbitrator believe will provide for an efficient resolution of claims. Any disagreement between the parties as to whether this provision applies or as to the process or procedure for batching shall be resolved by a procedural arbitrator appointed by NAM. This "Batch Arbitration" provision shall in no way be interpreted as increasing the number of claims necessary to trigger the applicability of NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures or authorizing class arbitration of any kind. Unless Wiz otherwise consents in writing, Wiz does not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances, except as set forth in section 13.3 above and this section 13.7. If your demand for arbitration is included in the Mass Filing, your claims will remain tolled until your demand for arbitration is decided, withdrawn, or is settled.

13.8. Arbitrator's decision. The arbitrator will render an award within the time frame specified in the applicable NAM rules and procedures. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent available under applicable law, the arbitral forum's rules, and this Arbitration Agreement. The parties agree that the damages and/or other relief must be consistent with section 13.3 above and also must be consistent with the terms of the "Limitation of Liability" section of the Agreement as to the types and the amounts of damages or other relief for which a party may be held liable. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Attorneys' fees will be available to the prevailing party in the arbitration only if authorized under applicable substantive law governing the claims in the arbitration.

13.9. Fees. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise. The parties agree that NAM has discretion to reduce the amount or modify the timing of any administrative or arbitration fees due under NAM's Rules where it deems appropriate (including as specified in Section 13.7), provided that such modification does not increase the costs to you, and you further agree that you waive any objection to such fee modification. The parties also agree that a good-faith challenge by either party to the fees imposed by NAM does not constitute a default, waiver, or breach of this Section 13 while such challenge remains pending before NAM, the arbitrator, and/or a court of competent jurisdiction, and that any and all due dates for those fees shall be tolled during the pendency of such challenge.

13.10. Right to opt-out of the Arbitration Agreement. IF YOU DO NOT WISH TO BE BOUND BY THE "ARBITRATION AGREEMENT" AS SET FORTH IN THIS "DISPUTE RESOLUTION" SECTION 13, THEN: (1) you must notify Wiz in writing within thirty (30) days of the date that you first use the Website or otherwise become subject to this Arbitration Agreement (or any subsequent changes to the provisions of the section titled "Dispute Resolution"); (2) your written notification must be mailed to: Wiz, Inc. Attn: Legal, One Manhattan West, 57th Floor, New York, NY 10001 or emailed to legalnotices@wiz.io; and (3) your written notification must include (a) your name, (b) your

address, (c) the date you purchased the product, if applicable and (d) a clear statement that you wish to opt out of this Arbitration Agreement. Wiz will continue to honor any valid opt outs if you opted out of arbitration in a prior version of the Agreement pursuant to the requirements set forth in that version. If you do not timely opt out of this Arbitration Agreement, such action shall constitute mutual acceptance of the terms of these “Dispute Resolution” provisions by you and Wiz.

13.11. Changes. Wiz will provide thirty (30) days’ notice of any changes to this “Dispute Resolution” section by posting the change on Wiz’s website, or providing any other notice in accordance with legal requirements. Any such changes will go into effect 30 days after Wiz provides this notice and apply to all claims not yet filed. If you reject any such changes by opting out of the Arbitration Agreement, you may exercise your right to a trial by jury or judge, as permitted by applicable law, but any prior existing agreement to arbitrate disputes under a prior version of the Arbitration Agreement will not apply to claims not yet filed. If Wiz changes this “Dispute Resolution” section after the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement), you agree that your continued use of the Website 30 days after such change will be deemed acceptance of those changes. If you do not agree to such change, you may opt out by providing notice as described in Section 13.10.

14. Term and Termination. These Terms are effective until terminated by Wiz or you. Wiz, in its sole discretion, has the right to terminate these Terms and/or your access to the Website, or any part thereof, immediately at any time and with or without cause (including, without any limitation, for a breach of these Terms). Wiz shall not be liable to you or any third party for termination of the Website, or any part thereof. If you object to any term or condition of these Terms, or any subsequent modifications thereto, or become dissatisfied with the Website in any way, your only recourse is to immediately discontinue your use of the Website. Upon termination of these Terms, you shall cease all use of the Website. This Section (Section 14) and Sections 6 (Intellectual Property Rights), 9 (Privacy), 10 (Warranty Disclaimers), 11 (Limitation of Liability), 12 (Indemnity), 13 (Dispute Resolution) and Sections 15 (Independent Contractors) to 18 (General) shall survive termination of these Terms.

15. Independent Contractors. You and Wiz are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and Wiz. You must not under any circumstances make, or undertake, any warranties, representations, commitments or obligations on behalf of Wiz.

16. Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Wiz without restriction or notification to you. Any prohibited assignment shall be null and void.

17. Governing Law. Wiz reserves the right to discontinue or modify any aspect of the Website at any time. These Terms and the relationship between you and Wiz shall be governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflict of laws. You agree to submit to the personal and exclusive jurisdiction of the courts located in New York City, New York and waive any jurisdictional, venue, or inconvenient forum objections to such courts, provided that Wiz may seek injunctive relief in any court of competent jurisdiction.

18. General. These Terms shall constitute the entire agreement between you and Wiz concerning the Website. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party’s failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Last updated: February 23, 2023