



TERMS OF USE AGREEMENT

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PITCHandCHOOSE.com

Terms of Use

Effective _January 01__, 2015

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

These Terms of Use govern your use of the PITCH&CHOOSE website (the "**Website**" and services (the "**Service**"). By using the Service--including, but not limited to, visiting or browsing the Site or contributing content, information, or other materials or services to the Site--you agree to be bound by these Terms, our Privacy Policy, all applicable laws and all conditions or policies referenced here (collectively referred to as, the "**Terms**").

1 SUMMARY OF SERVICE

PITCH&CHOOSE is a platform where certain users ("Pitchers") execute projects to fund Campaigns to raise money from other users ("Choosers"). Through the Site, email, websites, and other media, the Service makes accessible various content, including, but not limited to, videos, photographs, images, artwork, graphics, audio clips, comments, data, text, software, scripts, Campaigns, other material and information, and associated trademarks and copyrightable works (collectively, "Content"). Pitchers, Choosers, and other visitors to, and users of the Service (collectively, "Users"), may have the ability to contribute, add, create, upload, submit, distribute, facilitate the distribution of, collect, post, or otherwise make accessible ("Submit") Content. "User Submissions" means any Content Submitted by Users.

2 ACCEPTANCE OF TERMS

The Service is offered subject to acceptance of all of the terms and conditions contained in these Terms of Use, including the Privacy Policy available at www.pitchandchoose.com/privacy and all other operating rules, policies, and procedures that may now or from time to time be published on the Site by PITCH&CHOOSE, which are incorporated by reference. These Terms of Use apply to every user of the Service. In addition, some services offered through the Service may be subject to additional terms and conditions adopted by PITCH&CHOOSE. Your use of those services is subject to those additional terms and conditions, which are incorporated into these Terms of Use by this reference.

2.1 Changes to Terms and Service

PITCH&CHOOSE may alter these Terms at any time, so please review the policies frequently. If a material change is made, PITCH&CHOOSE may notify you in the Service, by email, by means of a notice on our home page, or other places deemed appropriate. A "material change" will be determined at PITCH&CHOOSE's sole discretion, in good faith, and using common sense and reasonable judgment.

PITCH&CHOOSE reserves the right to change, suspend, or discontinue the Service (including, but not limited to, the availability of any feature, database, or Content) at any time for any reason. PITCH&CHOOSE may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability.

Your continued use of the Service following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

3 DEFINITIONS

In these Terms, we refer to those raising funds as "**Pitchers**" and to their fundraising projects as "**Campaigns**". We refer to those contributing funds as "**Choosers**" and to the funds they contribute as "**Contributions**". Pitchers, Choosers and other visitors to the Service are referred to collectively as "**Users**."

There are two (2) basic types of funding formats for Campaigns:

1. **All-or-Nothing (AON)Funding:** The funds are remitted to the campaigner ONLY if the campaign goal is reached. Funds raised above goal are also disbursed.
2. **Keep-It-All (KIA) Funding:** The funds are remitted even if campaign goals are not met. In the case of a fundraising campaign for a charitable cause or non-profit organization, the funds raised would be handed over to the Pitcher.

There are two (2) major types of Campaigns that are accommodated:

1. **Donations-based Campaigns:** Where contributions go towards a charitable cause;
2. **Rewards-based Campaigns:** Where contributors receive a tangible, but notional, item or service in return for their funds;

4 PITCHANDCHOOSE.COM IS A VENUE/PLATFORM

PITCH&CHOOSE is an online crowdfunding venue/platform for people and entities seeking to raise funds for themselves or eligible third parties, and to contribute to the Campaigns of others.

Pitchers can offer gifts in the form of tangible items or intangible services (collectively referred to as "**Rewards**") to Choosers. Rewards are not offered for sale.

PITCH&CHOOSE is a platform where Pitchers run Campaigns to fundraise for causes or projects and may offer rewards to Choosers who make contributions. By creating a fundraising campaign on PITCH&CHOOSE, you as the Pitcher are offering the public the opportunity to enter into a contract with you. By backing a fundraising campaign on PITCH&CHOOSE, you as the Chooser accept that offer, and the contract between Chooser and Pitcher is formed.

PITCH&CHOOSE is not a party to that agreement between the Chooser and Pitcher. All dealings are solely between Users.

PITCH&CHOOSE is NOT A PARTY to any contract, or agreement, deemed to be made between a Pitcher and a Chooser who use the site.

PITCH&CHOOSE makes no representations about the quality, safety, morality or legality of any Campaign, Reward or Contribution or the truth or accuracy of content posted on the website. PITCH&CHOOSE does not represent that Pitchers will deliver Rewards or that Contributions will be used as described in the Campaign. Users use the Service at their own risk.

PITCH&CHOOSE is not liable for any damages or losses incurred related to Rewards or any other use of the Service. PITCH&CHOOSE is under no obligation to become involved in disputes between any Users, or between Users and any third party arising in connection with the use of the Service. This includes, but is not limited to, delivery of goods and services, and any other terms, conditions, warranties, or representations associated with campaigns on the Site. PITCH&CHOOSE does not oversee the performance or punctuality of Campaigns. PITCH&CHOOSE does not endorse any User Submissions. You release PITCH&CHOOSE, its officers, employees, agents, and successors in rights from claims, damages, and demands of every kind, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and the Service.

4.1 Relationship

No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Use and neither party has any authority of any kind to bind the other in any respect.

5 ELIGIBILITY TO USE THE SERVICE

The PITCH&CHOOSE Service is for entities and individuals. If you are an individual, you must be at least 18 year of age (or the legal age of consent in your country). If you are under 18 years of age (or a minor in your country), you are not eligible to use the service without consent of an adult.

If you are between the ages of 13 and 17, you can use the Service with the consent and supervision of your parent or legal guardian who is at least 18 years old, provided that your parent or legal guardian also agrees to be bound by these Terms and agrees to be responsible for your use of the Service.

You (or your parent or legal guardian, if you are between the ages of 13 and 17) represent and warrant that if you are an individual, you are at least 18 years old and of legal age in your jurisdiction to form a binding contract, and that all registration information you submit is accurate and truthful. PITCH&CHOOSE reserves the right to ask for proof of age from you. Your account may be suspended until satisfactory proof of age is provided.

PITCH&CHOOSE may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service is revoked in those jurisdictions.

You are not eligible to use the Service if you have previously been suspended from using the Service for any reason and we have not explicitly authorized you to resume using the Service. We reserve the right to refuse use of the Service to anyone and to reject, cancel, interrupt, remove or suspend a Campaign at any time for any reason without liability.

5.1 Our License to You

We grant you a limited, non-exclusive, non-transferable, revocable license to use the Service subject to your eligibility and your continued compliance with these Terms.

6 PROHIBITED USE

As a condition of use, you hereby commit to not use the Service for any purpose that is in violation of any law, or in breach of these Terms of Use agreement. Any such breach will result in the immediate suspension of your account.

6.1 Prohibited Campaigns

Pitchers are not permitted to create a Campaign to raise funds for illegal activities, for Equity-based or Lending-based projects, to cause harm to people or property, or to defraud or to mislead other Users. If you know that your Campaign is false or misleading do not initiate it. You must comply with all applicable laws and regulations in carrying out your Campaign, offering Rewards and using Contributions.

Pitchers agree to not abuse other users' personal information. Abuse is defined as using personal information for any purpose other than those explicitly specified in the Pitcher's Campaign, or is not related to fulfilling delivery of a product or service explicitly specified in the Pitcher's Campaign.

6.2 Prohibited Reward

Pitchers are not permitted to offer or provide any of the following as a Reward:

- a. any form of ownership interest in a company or venture (Equity-based Campaigns);
- b. alcohol or any other controlled substance;
- c. drug paraphernalia;
- d. weapons, ammunition, and related accessories;
- e. items promoting hate, personal injury, death, damage, or destruction to property; or
- f. any item that, (i) by applicable law, is prohibited to possess or distribute; (ii) would cause you to violate applicable law if you were to distribute it; or (iii) would cause you to infringe or violate another person's rights if you were to distribute it.

6.3 Prohibited Conduct

PITCH&CHOOSE is not a place for hatred, abuse, disrespect, maliciousness, harassment, or spam. Do not:

- use the Service to promote money laundering, violence, degradation, subjugation, or hatred against individuals or groups based on race, ethnic origin, religion, disability, gender, age, veteran status, sexual orientation, gender identity, or any other purpose;

- post images or videos that are sexually explicit or show people or animals being hurt or degraded; or
- spam our comments sections or other Users with offers of goods and services or inappropriate messages.

We reserve the right to remove Campaigns and terminate accounts for such activities.

7 REGISTRATION AND USE OF SERVICE

You may view Content on the Site without registering, but as a condition of using certain aspects of the Service, you may be required to register with PITCH&CHOOSE and select a screen name ("User ID") and password.

7.1 Registration

In order to be properly registered to use the PITCH&CHOOSE Service, you shall provide accurate, complete, and updated registration information. Failure to do so shall constitute a breach of the Terms of Use, which may result in immediate termination of your account. You shall not use as a User ID, domain name, or Campaign name any name or term that (i) is the name of another person, with the intent to impersonate that person; (ii) is subject to any rights of another person, without appropriate authorization; or (iii) is offensive, vulgar, or obscene. PITCH&CHOOSE reserves the right in its sole discretion to refuse registration of or cancel a User ID, domain name, and Campaign name.

You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your password for the Site. You shall never use another User account without the other User's express permission.

7.2 Your Account Security

All of your registration information must be accurate and truthful. You agree to notify PITCH&CHOOSE immediately, in writing, if you discover that your account

has been used without your authorization or there has been any other breach of your account's security. You also agree to provide additional information we may reasonably request and to answer truthfully and completely any questions we might ask you in order to verify your identity.

7.3 Your Content

While using the Service, you may post photos, videos, text, graphics, logos artwork and other audio or visual materials (collectively, "**Member Content**"). You grant PITCH&CHOOSE and our users a perpetual, non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, publicly display, publicly perform, store, reproduce, modify, create derivative works, and distribute your Member Content on or in connection with the Service and our related marketing and promotional activities. As between you and PITCH&CHOOSE, you continue to hold all ownership interest in your Member Content. You represent and warrant that your Member Content and our use of your Member Content will not infringe any third party's intellectual property rights, proprietary rights, privacy rights, confidentiality, rights of publicity or otherwise violate these Terms or applicable law and if in breach of this warranty there is an intellectual property infringement that you will indemnify Pitch & Choose against any claim, loss or liability in respect of such infringement.

7.4 Partners

You may create a "**Partner Page**" on PITCH&CHOOSE's website to link your brand with one or more Campaigns. If you create a Partner Page, you also agree to the **Partner Terms**.

7.5 Third-Party Websites, Advertisers or Services

The Service may contain links to third-party websites, advertisers, or services that are not owned or controlled by PITCH&CHOOSE. Access to or use of third-party sites or services are at your own risk. We are not responsible for any loss or damage of any sort relating to your dealings with these parties. We encourage

you to be aware of when you leave the Service, and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

8 PITCHERS AND CHOOSERS' GUIDELINES

Pitchers will create Campaigns and Choosers will provide Contributions to Campaigns of their choosing.

For the purposes of this Terms and Use Agreement, Pitchers are allowed to create and promote only Donation-based, and Reward-based Campaigns. PITCH&CHOOSE does not provide a platform for Equity-based, and Lending-based Campaigns, at this time.

8.1 Pitchers (Campaign Owners)

As a Pitcher, you are a Campaign Owner, and you are permitted to design and launch Campaigns, which may include the offer of Rewards to Choosers. You shall meet all commitments you make in your Campaign including, but not limited to, delivering all Rewards you offered with your Campaign. You will respond promptly and truthfully to all questions posed to you by PITCHandCHOOSE. If you are unable to fulfill any of your commitments (including delivering any Rewards), you will work with the Choosers to reach a mutually satisfactory resolution, which may include refunding their Contributions. You will comply with all applicable laws and regulations in your use of Contributions and delivery of Rewards. You are responsible for collecting and remitting any taxes on Contributions, and any taxes due in connection with your Rewards. PITCH&CHOOSE may attempt to verify your identity and other information you provided to us, and we may delay, withhold, reverse or refund any Contributions or other amounts without notice or liability in the event we are unable to verify any information to our satisfaction. Also:

- A Pitcher is not required to grant a Chooser's request for a refund, unless the Pitcher is unable or unwilling to fulfill the reward.
- Pitchers are required to fulfill all rewards of their successful fundraising campaigns or refund any Chooser whose reward they do not, or cannot, fulfill.

- Pitchers agree to make a good faith attempt to fulfill each reward by its Estimated Delivery Date.
- Pitchers may cancel or refund a Chooser's pledge at any time and for any reason, and if they do so, are not required to fulfill the reward provided that there shall be no refund of any portion of a contribution which is payable as a fee to Pitch & Choose.
- Because of occasional failures of payments from Choosers, PITCH&CHOOSE cannot guarantee the receipt by Pitchers of the amount pledged minus fees.
- PITCH&CHOOSE and its payments partners will remove their fees before transmitting proceeds of a campaign. Fees may vary depending on region and other factors.
- PITCH&CHOOSE reserves the right to cancel a pledge at any time and for any reason.
- PITCH&CHOOSE reserves the right to reject, cancel, interrupt, remove, or suspend a campaign at any time and for any reason. PITCH&CHOOSE is not liable for any damages as a result of any of those actions. PITCH&CHOOSE's policy is not to comment on the reasons for any of those actions.
- Pitchers should not take any action in reliance on having their Campaign posted on the Site or having any of the money pledged until they have the ability to withdraw and spend the money. There may be a delay between the end of a successful fundraising campaign and access to the funds.

8.2 Choosers (Contributors)

As a Chooser, you are a Contributor to Campaigns posted by Pitchers (Campaign Owners). As a Chooser, you are solely responsible for asking questions and investigating Campaigns to the extent you feel is necessary before you make a Contribution. All Contributions are made voluntarily and at your sole discretion and risk. PITCH&CHOOSE does not guarantee that Contributions will be used as promised, that Pitchers will deliver Rewards, or that the Campaign will achieve its goals. PITCH&CHOOSE does not endorse, guarantee, make representations, or provide warranties for or about the quality, safety, morality or legality of any Campaign, Reward or Contribution, or the truth or accuracy of content posted on the Service. You are solely responsible for determining how to

treat your Contribution and receipt of any Rewards for tax purposes. In the event you are issued a refund on your Contribution because of our inability to disburse funds to a Pitcher, you will no longer be entitled to delivery of any Reward associated with your contribution. Also:

- Choosers agree to provide their payment information at the time they pledge to a campaign. The amount Choosers pledge is the amount they will be charged.
- Choosers consent to PITCH&CHOOSE and its payments partners authorizing or reserving a charge on their payment card or other payment method for any amount up to the full pledge at any time between the pledge and collection of the funds.
- Choosers agree to have sufficient funds or credit available at the campaign deadline to ensure that the pledge will be collectible.
- Choosers may increase, decrease, or cancel their pledge at any time during the fundraising campaign, except that they may not cancel or reduce their pledge if the campaign is in its final 24 hours and the cancellation or reduction would drop the campaign below its goal.
- The Estimated Delivery Date listed on each reward is not a promise to fulfill by that date, but is merely an estimate of when the Pitcher hopes to fulfill by.
- For all campaigns, PITCH&CHOOSE gives to the Pitcher each Chooser's User ID and pledge amount. For successful campaigns, PITCH&CHOOSE additionally gives to the Pitcher each Chooser's name and email.
- For some rewards, the Pitcher needs further information from Choosers, such as a mailing address or t-shirt size, to enable the Pitcher to deliver the rewards. The Pitcher shall request the information directly from Choosers at some point after the fundraising campaign is successful. To receive the reward, Choosers agree to provide the requested information to the Pitcher within a reasonable amount of time.
- You understand that making a Contribution to a Campaign does not give you any rights in or to that Campaign, including without limitation any ownership, control, or distribution rights, and that the Pitcher shall be free to solicit other funding for the Campaign, enter into contracts for the Campaign, allocate rights in or to the Campaign, and otherwise direct the Campaign in its sole discretion.

- You further understand that nothing in this Agreement or otherwise limits PITCH&CHOOSE's right to enter into agreements or business relationships relating to Campaigns.

8.3 Disputes between Pitchers and Choosers

Users are responsible for resolving their own disputes, as PITCH&CHOOSE is not a party to any contract or agreement deemed to be made between a Pitcher and a Chooser who use the site.

PITCH&CHOOSE is a platform where Pitchers run Campaigns to fundraise for causes or projects and may offer rewards to Choosers who make contributions. By creating a fundraising campaign on PITCH&CHOOSE, you as the Pitcher are offering the public the opportunity to enter into a contract with you. By backing a fundraising campaign on PITCH&CHOOSE, you as the Chooser accept that offer, and the contract between Chooser and Pitcher is formed. PITCH&CHOOSE is not a party to that agreement between the Chooser and Pitcher. All dealings are solely between Users.

PITCH&CHOOSE is not responsible for resolving disputes between Pitchers and Choosers. However, in the event of any dispute, such as a Pitcher's alleged failure to comply with the Terms of Use or alleged failure in fulfillment of a Reward, PITCH&CHOOSE may provide the Pitcher's contact information to the Chooser so that the two parties may resolve their dispute.

9 MONEY MATTERS

Those money matters related to fees, payments, refunds, taxes, payment services providers, and credit cards are to be treated with the highest levels of care and diligence.

9.1 Fees and Payments

Setting up an account on the Service is free. We do not charge fees to Choosers, but we do charge fees to Pitchers as a portion of the funds they raise. By using the Service you agree to our fees listed here www.pitchandchoose.com/fees.

Changes to fees are effective after we post notice of the changes on the Service. Updated fees are applied to Campaigns launched after the notice is posted. You are responsible for paying all taxes associated with your use of the Service.

Contributions from Choosers will be made through Third Party Payment Processors (3PPP) and Pitchers will have the option of setting up an amount with such 3PPP through which the contributions can be made. If the Pitcher does not have an account with the 3PPP, payments will be received by P&C and paid out to the Pitcher within 14 days of the closing of the Campaign.

All costs associated with the 3PPP services will be deducted from contributions received. Pitchers and Choosers will be subject to the policies of the 3PPP regarding receiving and making contributions.

9.2 Refunds

Our fees and charges to Pitchers, are not refundable. Refund of contributions made by Choosers, will be dictated by the type of Campaign supported. For All-Or-Nothing campaigns, refunds will be considered where the goal is not met. For Keep It All campaigns, there will be no refunds, as all contributions will go toward the campaign.

9.3 Taxes

Your tax authorities may classify funds you raise on PITCH&CHOOSE as taxable income to you and any beneficiary who will receive funds directly from your Campaign. The Pitchers and Choosers are responsible for all taxes and fees, if any, associated with their activity in the applicable local jurisdiction. PITCH&CHOOSE will have no responsibility for the payment of or deduction of taxes, save that PITCH&CHOOSE may, if required by law, disclose to the relevant authorities any information which they may require concerning the fundraising on the site. The Pitcher will be required to provide you the Chooser with a tax document, if required by the relevant taxing authorities. Pitchers are required to consult with a licensed tax advisor in their local jurisdiction when planning their Campaign so that they understand and prepare for the tax obligations they may incur from the funds they raise.

10 INDEMNITY, WARRANTY, WAIVER, AND LIABILITY

10.1 Indemnity

You agree to defend, indemnify and hold harmless PITCH&CHOOSE, its subsidiaries and affiliated companies, and their officers, directors, employees, contractors and agents from and against any and all claims, causes of action, damages, obligations, losses, liabilities, costs or debt, and expenses (including attorneys' fees and costs) and all amounts paid in settlement arising from or relating to your use of the site, including but not limited to negligence, breach of these Terms or violation of any law. PITCH&CHOOSE may elect to assume the exclusive defense and control of any matter for which you have agreed to indemnify PITCH&CHOOSE and in such event, you agree to assist and cooperate with PITCH&CHOOSE in the defense or settlement of any such matters.

10.2 No Warranty

PITCH&CHOOSE has no fiduciary duty to you. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR COURSE OF PERFORMANCE. USE OF THE SERVICE IS AT YOUR OWN RISK.

10.3 Limitation of Liability

PITCH&CHOOSE (INCLUDING ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR LICENSORS) IS NOT LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR, IN ANY EVENT, FOR DAMAGES EXCEEDING THE LESSER OF ONE HUNDRED U.S. DOLLARS (\$100.00) OR THE FEES YOU PAID TO PITCH&CHOOSE FOR THE TRANSACTION FROM WHICH THE CAUSE OF ACTION AROSE, WHICHEVER IS LESS. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT,

NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF PITCH&CHOOSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

For jurisdictions that do not allow us to limit our liability; Notwithstanding any provision of this Agreement, or if your jurisdiction has provisions specific to waiver of liability that conflict with the foregoing, then our liability is limited to the smallest extent possible by law. Specifically, in those jurisdictions not allowed, we do not claim liability for: (a) death or personal injury caused by our negligence or that of any of its officers, employees or agents; or (b) fraudulent misrepresentation or intentional misconduct; or (c) any liability which it is not lawful to exclude either now or in the future..

10.4 Protection

You are responsible for your own protection from loss or harm. In no event shall PITCH&CHOOSE be liable for any data loss, lost profits, any malware (bugs, viruses, Trojan horses, or the like), or any other loss or harm, regardless of the source of origin.

11 OTHER AGREEMENTS

The following points deal with other areas of this Terms of Use Agreement, including assignment and termination clauses, modes of notification, governing laws and jurisdiction, and language.

11.1 Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by PITCH&CHOOSE without restriction.

11.2 Termination

Termination may result in the forfeiture and destruction of all information associated with your account. You may terminate your account by following the instructions on the Service, but we may retain your account information after you

terminate in accordance with our regulatory, accounting, and legal compliance procedures. The provisions - regarding use of website and Services at your own risk, Right to Refuse Service, Indemnity, No Warranty, Waiver and Release, Limitation of Liability and General - shall survive termination of the Agreement, for any reason.

11.3 Governing Law

You agree that: (i) the Service shall be deemed solely based in the Caribbean (where we have our headquarters); and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over PITCH&CHOOSE, either specific or general, in jurisdictions other than the Caribbean. This Agreement shall be governed by the laws of St. Lucia, in the Caribbean, without respect to its conflict of laws principles.

11.4 Dispute Jurisdiction

Any claim or dispute between you and PITCH&CHOOSE that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in the island nation of St. Lucia, or in any other Caribbean country from which the Service is provided. PITCH&CHOOSE's legal representatives, or the courts of St. Lucia, may grant leave for the case to be heard in any other competent jurisdiction. Those who access or use the Service do so at their own volition and are entirely responsible for compliance with local law, including but not limited to export and import regulations. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the Caribbean countries from which the Service is provided.

11.5 International

Accessing the Service is prohibited from territories where the Content is illegal. If you access the Service from other locations, you do so at your own initiative and are responsible for compliance with local laws.

11.6 English Language

In the event of a conflict between these Terms and a foreign language version of our Terms of Use, the English language version of these Terms govern. All

disputes, claims and causes of action (and related proceedings) will be communicated in English.

11.7 Cooperation with Authorities and Police Enforcement

We will cooperate with law enforcement authorities as required by law. We will cooperate with law enforcement agencies in any investigation of alleged illegal activity regarding the use of the Service when requested.

11.8 Notification Procedures

You agree that PITCH&CHOOSE may provide notifications to you via email, written or hard copy notice, or through conspicuous posting of such notice on our website. You may opt out of certain means of notification or to receive certain notifications.

All notices under the Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

12 ENTIRE AGREEMENT/SEVERABILITY

These Terms are the entire agreement between you and PITCH&CHOOSE regarding its subject matter. If any provision of these Terms are deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. PITCH&CHOOSE's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

13 CONTACT US

If you have any questions about these Terms, the practices of this site, or your dealings with this Website or complaints, please contact us at

legal@PITCHandCHOOSE.com or at PITCH &CHOOSE Ltd, 70 – 72 Lady Musgrave Road, Kingston 10, JAMAICA. Attention: Legal Department.

14 COMPLAINT OF INTELLECTUAL PROPERTY INFRINGEMENT

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement or that any Member Content infringes your intellectual property rights and is accessible via the Service or in connection with our promotion of the Service, please notify PITCH&CHOOSE's Legal Department at legal@PITCHandCHOOSE.com. "Infringement" means the unauthorized or not permitted use of copyrighted material or other intellectual property rights. For your complaint to be valid, you must provide the following information in writing ("**Notice of Infringement**"):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed ("**complainant**").
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit PITCH&CHOOSE to locate the material.
- Information reasonably sufficient to permit PITCH&CHOOSE to contact the complainant, such as an address, telephone number, and, if available, an electronic mail address at which the complainant may be contacted.
- A statement that the complainant has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complainant is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The above information must be submitted to our legal department by mail and email to the following addresses:

PITCH & CHOOSE Ltd.

Attention: Legal Department

70 – 72 Lady Musgrave Rd.

Kingston 10

JAMAICA

Telephone & Fax:

Email: legal@PITCHandCHOOSE.com