

Terms of Use
Last Updated: [July 1, 2023]

These Terms of Use (“Terms”) shall take effect as of the date indicated above and shall govern Your use of the Site and Services of Pitchme Corp Limited (“PitchMe”, “we”, “our” or “us”) on and after the date, unless You entered into an agreement with PitchMe which specified otherwise. “You” or “Your” refers to you as a Customer of the Site or Services.

BY USING THE SITE OR SERVICES, YOU ARE AGREEING TO THESE TERMS. PLEASE READ THEM CAREFULLY. IF YOU DO NOT AGREE WITH THE TERMS OF USE, DO NOT USE THE SITE OR SERVICES.

PitchMe’s direct competitors are prohibited from accessing the Services, except with PitchMe’s prior written consent.

Please print a copy of these Terms for You records and PLEASE check the Site frequently for any changes to these Terms.

1. DEFINITIONS

“Affiliate” means any entity that directly or indirectly owns or controls, is owned or controlled by, or is under the common ownership or control with the subject entity, where ownership or control is denoted by having more than fifty percent (50%) of the voting power or equivalent ownership interest of the subject entity (“Control”). If any of Your Affiliates use the Services under these Terms, then all the terms and conditions of these Terms that apply to You shall apply to such Affiliate and its activities hereunder. You will remain responsible for the acts and omissions of Your Affiliates in connection with each Affiliate’s use of the Services during the Service Term of its/their orders, including, without limitation, breach of these Terms applicable to such Affiliate, even if such Control is no longer maintained. Any claim from any Affiliate that uses the Services under these Terms shall only be brought against us by You on behalf of such Affiliate. Notwithstanding the foregoing, we may refuse to provide the Services to any Affiliate that fails to pass, in our reasonable business judgement, a financial audit or a business background check.

“Agreement” means these Terms of Use and all materials and terms referred or linked to herein, to constitute an entire agreement between You and PitchMe with respect to Your use of the Site and Services.

“Authorized Purposes” means the Customer will only use Candidate Profiles and Services to identify candidates for possible recruitment and make initial contact with such candidates.

“Candidate Profile” means a passive job candidate’s professional profile and resume information.

“Confidential Information” means any business or technical information that the disclosing party discloses to the receiving party, in writing, orally, or by any other means, that should reasonably

have been understood by the receiving party due to “confidential” and similar markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential to the disclosing party, including, without limitation, computer programs, code, algorithms, data, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, commercial transactions, names and expertise of employees and consultants, and customer lists. The information is not confidential if it (i) is or becomes generally known to the public without breach of any confidentiality obligation owed to the disclosing party; (ii) was rightfully in receiving party’s possession prior to the receipt of such information; (iii) was received by receiving party in good faith from a third-party not subject to confidentiality obligations; (iv) is approved in writing by the disclosing party for disclosure; or (v) was independently developed by the receiving party without referencing disclosing party’s Confidential Information.

“Credits” mean any number of allocations provided to Customer during the Service Term revealing the applicable contact information of job candidates. For example, one reveal of a job candidate’s applicable contact information uses one credit.

“Customer” means an individual acting in such individual’s own legal capacity or an entity along with its affiliates, who ordered the Services by subscribing online or executing a Service Order with PitchMe.

“Customer Data” means Customer content, data and information submitted to PitchMe or the Services by Customer, Customer’s agents, customers, suppliers, contractors, or outsourcers. Customer, in its discretion, determines and controls the Customer Data, including, without limitation, the type and purpose of data collected and provided to PitchMe or the Services, and how Customer collects such Customer Data using the Services. Customer Data may contain Customer Personal Data as defined in the PitchMe Data Processing Addendum.

“Customer Success Program” means the standard or customized support program created by PitchMe for applicable Customers, with the goal to achieve Customer’s business objectives, to provide ongoing product support, training, and adoption.

“DPA” means the PitchMe Data Processing Addendum (<https://pitchme.co/Privacy%20policy.pdf>).

“Documentation” means any Service Order, manuals, documents, and other supporting materials related to the Services that PitchMe provides to Customer or that Customer can access under the Agreement.

“Service Limit” means the maximum number of Candidate Profiles a Customer can source during an applicable Service Term.

“PitchMe Admin Seat” means the service access granted to a User including the ability to view projects, administration, and reporting, organization, and collaboration.

“PitchMe IP” means copyright rights and other intellectual property rights in the Site and Services, including all PitchMe marks, content, data, databases, information, text, music, sound, photos, images, graphics, audio, video, software, code, technology, methods, analyses, studies, reports, and other intellectual property contained therein.

“Import Limit” means the maximum number of Candidate Profiles a Customer can offline manually import during an applicable Service Term.

“Personal Data” and/or “Personal Information” means any information related to an identified or identifiable natural person and have the meanings provided by the applicable Data Protection Laws (as defined in the DPA).

“Seat(s)” means the access granted to one (1) or more unique User(s) to use the Services for the Service Term. One Seat is for one unique User.

“Services” mean the collection of Subscription Service, applicable Customer Success Program, and additional services provided by PitchMe to Customer.

“Service End Date” is the date when Your Services expire and Your access to the Subscription Service is terminated, unless otherwise agreed to by PitchMe.

“Service Order” means the order form specifying the services Customer orders and the corresponding fees, incorporating all applicable terms of these Terms entered into by and between PitchMe and Customer.

“Service Start Date” is the date when You subscribe to the Subscription Service on the Site or the date a Service Order is executed between You and PitchMe, which determines the start date of Your Service Term for PitchMe to provide Services to You.

“Service Term” means the period of the applicable Services You ordered, usually denoted by “Service Start Date” and “Service End Date” in an applicable Service Order.

“Site” means the v website, pitchme.co, and its affiliated websites, domains, subdomains, add-on domains, platforms, features, software, mobile applications, or products.

“Subscription Service” means PitchMe web-based software platform, ordered by Customer by either subscribing through the Site or by executing a Service Order, provided to Customer as a subscription.

“User” means an individual who is authorized by Customer to use the Services, for whom Customer has ordered Services, as specified in the Service Order, and who signs up for the Services using a Customer-supplied business email address. Users may include, for example, employees, consultants, contractors, and agents of Customer, and third parties with which Customer transacts business.

2. SCOPE OF HTM'S AGREEMENT

2.1. Terms of Use. These Terms of Use are a legally binding contract between You (including Customers) and us, which govern Your access and use of the Site as well as Subscription Services, owned or controlled by PitchMe.

2.2. Privacy Policies. For information about how PitchMe collects, uses, and shares User's, information when You use the Site and Services, please review our privacy policies. Depending on Your location, please choose the General Privacy Policy or the EU User Privacy Policy accordingly.

2.3. Service Level Agreement. The terms of the Service Level Agreement ("SLA") describe the standard of our service availability, including uptime and downtime.

2.4. Data Processing Addendum. To the extent that PitchMe or You process and share data with each party, You and PitchMe agree to process such data in accordance with the PitchMe Data Processing Addendum unless otherwise agreed to.

2.5. Service Specific Terms. Some of our Services have additional terms and conditions ("Service Specific Terms") posted and updated from time to time. By using that Service, You agree to the additional Service Specific Terms.

2.6. Entire Agreement. The Terms of Use, the Privacy Policies, the SLA, the DPA, any Service Specific Terms, Service Order, any other legal notices published by us on the Site, and any separate agreement between You and us are, collectively, the Agreement between You and PitchMe. By accessing or using the Site and the Services You acknowledge and agree to the Agreement.

2.7. Order of Precedence. In the event of any inconsistency or conflict among the provisions of the following agreements, the inconsistency or conflict will be resolved by giving precedence in the following order:

1. Any Service Order entered into by and between You and PitchMe, to include any specific terms.
2. Any Service Specific Terms that You agree to when You sign up for a particular PitchMe service, function, feature, limited to that particular service, function, or feature.
3. Any other agreement including the Privacy Policies, the SLA, the DPA, notices, addendum or amendment that is specifically revised and incorporated into or to supplement these Terms or a Master Services Agreement between You and PitchMe.
4. A Master Services Agreement entered into by and between You and PitchMe.
5. These Terms of Use.

3. USER ELIGIBILITY

A User is eligible to use the Site or Services if:

1. The User has reached the minimum age to use the Site or Services. "Minimum Age" means 16 years old. However, if any applicable law requires that a User must be older for PitchMe to lawfully provide the User access to our Site or Services (including collecting User's Personal Data) without parental consent then the Minimum Age is such older age;
2. The User is not restricted by PitchMe from receiving Services and/or barred under applicable laws;
3. The User will only make purchases on the Site for User's own or User's entity or organization's Authorized Purposes that do not violate these Terms or any applicable laws or regulations;
4. The User will create one account only which must be created in the User's real name and using Customer's business email address; and
5. The User agrees to make all information provided to PitchMe accurate, true, current, and complete.

4. SERVICES

4.1. Provisions of Services. PitchMe will (a) make the Services available to a Customer pursuant to the Agreement, the applicable Service Order, and Documentation during the Service Term for Authorized Purposes, (b) provide the Customer with standard support for applicable Services at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Subscription Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which PitchMe will give advance electronic notice), and (ii) any unavailability caused by circumstances beyond PitchMe's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving PitchMe employees), internet service provider failure or delay, third-party service outage (i.e. API integration issue), or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to PitchMe provision of its Services to its Customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's use of the Services in accordance with the Agreement, applicable Service Order, Statement of Work, and the Documentation.

4.2. Changes to Services. Unless otherwise agreed to by PitchMe in writing, we reserve the right to change, restrict access to, suspend, or discontinue any aspect of the Services at any time, including availability of any feature, database, content, or customer support. PitchMe may also impose limits on certain features and services or restrict Your access to all or parts of the Services without notice.

5. FEES, PAYMENTS, AND TAXES

5.1. FEES. PitchMe will bill and charge You monthly for using the Services. PitchMe reserves the right to charge fees for additional services provided to You, including reasonable costs incurred for the Customer Success Program. Unless specifically written otherwise in a separate agreement, Your

access to or use of the Services will be contingent upon Your payment of all applicable fees required for Your Services (“Fees”).

- If You are a PitchMe Business Customer, You will be required to provide a valid credit/debit card to PitchMe’s third-party payment service to pay for the first payment of Your Service Term in order to set up Your user account unless You opt for a free trial period. Before charging You for a Service Renewal automatically before each new Service Term, PitchMe third-party payment service will send You a reminder and an invoice with details of service type and amount(s) to be charged.
- If You are a PitchMe Enterprise/Pilot Customer, You will pay the applicable Fees itemized in the Service Order provided by PitchMe in accordance with the payment terms set forth therein, through a third-party payment service, ACH, Wire or Check as available.
- If You are a PitchMe Starter Customer, You will be granted a free account with limited functionalities.

5.2. Fee Changes. Unless otherwise specifically agreed to by PitchMe in writing, PitchMe reserves the right to revise its Fees for renewed Services on a thirty (30) calendar day notice before the expiration of Your current Services. Such notice will be sent to You by email, posted on the Site, or any other means elected by PitchMe in its sole discretion. Your continued use of the Services after the thirty-calendar day notice period constitutes Your acceptance of the revised Fees. If You do not agree to the revised Fees before the effective date of such Fees, Your current Services will be terminated upon its expiration.

5.3. No Refunds. Unless specifically written otherwise in a separate agreement, You may cancel Your Services at any time. You accept that You will not receive a refund of Your upfront payment and You remain liable for any unpaid portion of Your Service Term, and any unpaid payment will become due immediately upon the cancellation. If PitchMe suspends, limits, conditions, or terminates Your access to the Services due to Your breach of any applicable agreement that You have with PitchMe, You acknowledge that You will not receive a prorated refund for any unused portion of Your Service Term, and You remain liable for any unpaid portion of Your Service Term.

5.4. Taxes. In addition to the amounts You paid for the Services, You remain solely responsible for any and all transactional taxes, including but not limited to sales and use taxes, value added taxes, and other transactional charges such as duties, levies, customs, tariffs, imposts, and government assessments that may be applicable to Your purchase (collectively “Taxes”), regardless of whether or not they are listed in the applicable PitchMe invoice or Service Order, and You agree that those Taxes (except for taxes based on PitchMe net income or gross receipts), if any, are not PitchMe responsibility. If PitchMe is required by applicable law to collect from You and remit such Taxes to the appropriate taxing authority, PitchMe may separately state the Taxes on an invoice to You, as promptly as practicable. If You are exempt from Taxes, You will provide proof of such exemption to PitchMe prior to any payment of an invoice. PitchMe will cooperate, to the extent reasonably requested by You and as permitted by applicable law, in minimizing any such Taxes. If PitchMe does not collect Taxes from You as required by applicable law, and is subsequently audited by any

taxing authority, Your liability will be limited to the assessment of the Taxes, without penalty or interest charges.

5.5. Payment Services. PitchMe uses third-party payment services to accept payment information and process payments on behalf of PitchMe. PitchMe does not store Your bank account and debit/credit card information. Each third-party payment service follows the Payment Card Industry Data Security Standard (“PCI DSS”) and has procedures in place to ensure secure processing of Customers’ payments. However, PitchMe does not warrant or guarantee that any services offered through the third-party payment service will meet PitchMe Customers’ requirements or expectations, and PitchMe is not responsible for any consequences arising out of Your use of the third-party payment services.

6. INTELLECTUAL PROPERTY

6.1. Affiliations with Brands and Marks. PitchMe has no affiliation with or rights to any third-party brand or products on the Site unless specifically indicated otherwise. All third-party product, brands, and names are the registered trademarks of their original owners. The use of any third-party trade name or trademark may be for identification and reference purposes only and does not necessarily imply any endorsement to their product or brand.

6.2. Intellectual Property Rights. Except as otherwise indicated, all PitchMe IP are owned by or licensed to PitchMe, and protected by the intellectual property laws of the United States and other jurisdictions. You do not and will not have or acquire any ownership of these intellectual property rights to PitchMe IP. You will not use PitchMe IP without PitchMe authorization in writing.

6.3. No License Granted. The rights granted to a Customer related to the Subscription Service are non-exclusive, non-transferable, and non-sublicensable for a limited time period according to the Service Term. You are not granted any license to any software as the service provided to You is in the form of an online subscription. The Subscription Service is protected by intellectual property laws. It belongs to and is the property of us or our licensors (if any), and we retain all ownership rights to it. You agree not to copy, rent, lease, sell, transfer, distribute, or create derivative works based on PitchMe Site or Subscription Service, in whole or in part, by any means, except as expressly authorized in writing by us. If we make data available to You as part of Your Services, then You may only use that data and create derivative work in connection with Your use of the Services for Authorized Purposes.

7. USE OF THE SERVICES

7.1. Account Registration. To use the Services, each Customer must complete the online account registration process by providing us with current, complete, and accurate information as prompted by the applicable registration form on the Site. You agree to only register once for one account. You agree You will not (i) register on behalf of another person; (ii) register under a fictional name; (iii) register with untruthful information for the purpose to deceive or mislead others as to Your true identity; or (iv) register with information that’s implicitly or explicitly offensive, discriminative, hateful,

indecent, or vulgar. Your registration constitutes Your consent to receive email communications from PitchMe, which may include customer support and marketing messages. You may opt out from receiving email correspondence from PitchMe except for notifications necessary to provide Services for Your account.

7.2. Account Security. PitchMe maintains appropriate administrative, physical and technical safeguards to protect the security, confidentiality, and integrity of the information You post, store, or transmit on the Site. However, You are solely responsible for managing and securing the login credentials of Your account. You should notify us immediately of any known or suspected unauthorized use of Your username and password or any other online behaviors which pose substantial risks of security breach. PitchMe will not be responsible for any losses incurred as a direct or indirect result of Your sharing login credentials with others.

7.3. Information Storage. PitchMe is not intended to be used as an online information storage service. Unless otherwise specifically agreed to by PitchMe in writing, PitchMe has no obligation to maintain or make available a copy of any information that You stored in Your account, except to the extent to comply with any applicable laws, an order of a legal authority, or our internal policies. PitchMe may provide You email integration solutions that allow You to communicate with job candidates directly through the Site, however, PitchMe does not read or store any such communications between You and job candidates in Your account. It is Your responsibility to maintain a copy of the communications in Your email servers.

7.4. Information Usage. You understand that PitchMe acts only as a technology platform and interface to connect Customers with job candidates, and that PitchMe does not itself evaluate the qualifications of job candidates, nor does it evaluate or control in any ongoing manner, exchanges between Customers and job candidates. Although PitchMe uses commercially reasonable efforts to maintain and update job candidates' information, PitchMe does not make representations or assume responsibility for the accuracy, completeness, and reliability of the information of the job candidates. You agree to use caution, common sense, and generally acceptable practices to engage with job candidates. You may make any notes about job candidates, update information about job candidates, and then share them with others within Your organization. PitchMe will neither access nor take responsibility for the accuracy of the notes or information You created in Your account.

7.5. Interactions with the Site. PitchMe has no responsibility, with respect to the acts, omissions, errors, representations, warranties, breaches or negligence by You or others other than HTM, for any personal injuries, death, property damage, or other damages or expenses caused by Your interactions with the Site.

7.6. Errors, Inaccuracies and Omissions. Occasionally there may be information on the Site that contains typographical errors, inaccuracies, or omissions. PitchMe reserves the right, at any time without prior notice to Users, to correct any errors, inaccuracies, or omissions, or to update any outdated information on the Site. In no event should PitchMe undertake any obligation to update,

amend or clarify information on the Site, except as required by law. Without specifications on the Site, no date listed on the Site should be taken to indicate that certain information on the Site has been modified or updated.

8. CONTENT OF THIRD PARTIES

8.1. Third-Party Links. The Site and Services may contain links to third-party websites or services. You acknowledge and agree that PitchMe is not responsible for: (i) the availability or accuracy of such websites or services, or (ii) the content, products, or resources on or available from such websites or services. Unless specified otherwise by PitchMe, links to such websites or services do not imply any association or business relationship between PitchMe

and those websites or services. You assume any risks arising from and out of Your use of any such third-party websites or services. You agree to comply with the terms and conditions of the third-party websites or services if You choose to use them.

8.2. Third-Party Promotions. Some third parties may promote sweepstakes, competitions, promotions, and other similar opportunities through the Services. Unless specified by us, PitchMe is not the sponsor or promoter of the third-party promotions and does not bear any responsibility for the actions or inactions of any third parties who organize, administer, or are otherwise involved in any promotion of the third-party promotions. If You wish to participate in any of those third-party promotions, You are responsible for understanding the applicable rules and any eligibility requirements.

8.3. Third-Party Listings. We do not make any representation to and will not be liable for the quality of any third-party products, services, information, or other material obtained by You through the Site or Services. Any such undertaking, representation, warranty, or guarantee will be furnished by the provider of such third-party products or services, under the terms agreed to by the provider.

9. RESTRICTIONS OF USE

You agree to use the Services solely for Authorized Purposes. Any violation of this obligation may result in, among other things, termination or suspension of Your account and Your ability to use the Site and Services. Further You agree not to, directly or indirectly, engaged in any activities prohibited under Appendix 1.

10. FEEDBACK

You, from time to time, may submit comments, information, questions, data, ideas, descriptions of processes, or other information relating to the Services to PitchMe ("Feedback"). PitchMe may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise, provided You shall not be identified in connection with any such Feedback without Your consent.

11. TERM AND TERMINATION

11.1. Term and Renewal. Your initial subscription term will be specified in Your Service Order (“Initial Service Term”), and, unless otherwise specified in Your Service Order, Your subscription will automatically renew for the lesser of the Initial Service Term, or one year. You may cancel automatic renewal at any time during the current Service Term by emailing sales@pitchme.co.

11.2. Termination for Convenience. For Customers, the applicable Terms or the Agreement will continue until You terminate Your Services.

- As to the PitchMe Business or Enterprise Subscription Service, You may terminate Your Services at any time with a thirty (30) days written notice to PitchMe; however, if You terminate after Your Services have started a new Service Term, You will not receive a refund for any amounts that have been charged. Your termination will be effective at the end of Your new Service Term.
- As to the PitchMe Pilot Subscription Service, You or PitchMe may terminate Your trial Services at any time for any reason or in accordance with the Terms herein unless specified otherwise in an applicable Service Order.
- As to the PitchMe Starter Subscription Service, You or PitchMe may terminate Your Services at any time for any reason during the free subscription period.

11.3. Termination for Cause. Customer may terminate this Agreement if PitchMe breaches any material terms of the Agreement, and if such breach is capable of cure, PitchMe fails to cure such breach within thirty (30) days of written notice from Customer. If the Agreement is terminated for PitchMe breach in accordance with the foregoing sentence, PitchMe shall refund Customer for the prorated amount for any undelivered portion of the Services. If PitchMe finds You in breach of the Terms or any part of the Agreement, PitchMe may without prior notice immediately block Your access to the Site, suspend Your account or ultimately terminate Your Services. Upon termination of Your Subscription Service, Your ability and right to use or access Your account will immediately cease.

11.4. Effect of Termination. Upon termination of Your access or Services, Your rights will immediately be revoked or cease. The following shall survive the termination:

- Sections 1, 2, 5, 10, 11.3, 12, 13, 14, 15, 16, 17, 18 and 20.6 of the Terms and any other provisions that must survive to fulfil their essential purpose;
- Any Fees owed by You prior to termination remaining unpaid will become due immediately upon the termination.
- Customer Data remains available for use or export. PitchMe will have no obligation to maintain or provide any Customer Support thereafter.

12. CONFIDENTIALITY

During the course of the Services, You and PitchMe may disclose Confidential Information to each other. You and PitchMe agree that neither party will use the other party's Confidential Information except as permitted by the disclosing party. Each party agrees to maintain in confidence and protect the other party's Confidential Information using at least the same degree of care as such party uses for its own information of a similar nature, but in all events at least a reasonable degree of care. The receiving party agrees to take all reasonable precautions to prevent any unauthorized disclosure of the disclosing party's Confidential Information, and will disclose Confidential Information only to receiving party's employees, contractors, consultants and legal counsels and financial advisors (a) with a need to know such information for the purposes to provide or use the Services, (b) who are parties to appropriate agreements with binding confidentiality obligations at least as protective as the confidentiality obligation set forth herein. Each party will be responsible for all acts and omissions for its fulfillment of the confidentiality obligations herein. PitchMe may disclose Your Confidential Information to the extent compelled to do so by laws, rules, or regulations, or by a court order or administrative order, provided that PitchMe has notified You by writing prior to the intended disclosure. The confidentiality obligation shall remain in effect during the Service Term, and for five (5) years thereafter.

13. PUBLICITY

Neither party shall, except as otherwise required by applicable laws, issue or release any announcement, statement, press release or other publicity or marketing materials related to the relationship of the parties established according to the Terms or otherwise use the other party's marks or logos without the prior written consent of the other party; provided, however, You grant PitchMe the right to add Your business name and company logo to our customer list, website, or marketing materials, in each case, subject to Your objection and usage guidance. You can opt-out of this use by sending an email to info@pitchme.co.

14. LIMITED WARRANTY AND DISCLAIMERS

PitchMe shall use reasonable effort consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by PitchMe or by third-party providers, or because of other causes beyond PitchMe reasonable control, but PitchMe shall use reasonable efforts that any scheduled service disruption will occur out of business hours (PST) and to provide advance notice by e-mail of any scheduled service disruption. Further, PitchMe represents warrants that the Services, when used in accordance with this Agreement, will perform in substantial conformity with the applicable Documentation and the Service Level Agreement (SLA) set forth on our Site provided, however, that the sole remedy for breach of this warranty or failure of the Services to perform shall be as set forth in that SLA.

YOU USE THE SITE AND SERVICES AT YOUR OWN RISK. THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS SET FORTH ABOVE IN THIS

SECTION 15, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PITCHME DISCLAIMS ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND THOSE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. IN PARTICULAR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PITCHME MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE SITE OR SERVICES, OR THE CONTENT OF ANY WEBSITES OR ONLINE SERVICES LINKED TO OR INTEGRATED WITH THE SITE OR SERVICES. PITCHME WILL HAVE NO LIABILITY FOR ANY: (a) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (b) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE SITE OR SERVICES; (c) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR OF ANY PERSONAL INFORMATION OR USER DATA; (d) ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE SITE OR SERVICES; (e) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED ON OR THROUGH THE SITE OR SERVICES BY ANY THIRD PARTY; OR (f) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED OR SHARED THROUGH THE SITE OR SERVICES.

YOU UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY MATERIAL OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICES IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING FROM DOING SO. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE OR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE.

16. LIMITATIONS OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF PROFITS, REVENUE, OR DATA) OR FOR THE COST OF OBTAINING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, HOWEVER CAUSED, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY UNDER THESE TERMS, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE FEES YOU HAVE ACTUALLY PAID US DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY.

NOTHING IN THIS SECTION SHALL LIMIT A PARTY'S LIABILITY FOR ITS INDEMNIFICATION OBLIGATIONS HEREUNDER.

You understand and agree that we have set our prices and entered into these Terms with You in reliance upon the Limitations of Liability set forth in these Terms, which allocate risk between us and form the basis of a bargain between the parties.

17. INDEMNIFICATION

17.1. Customer Indemnification Obligation. You agree to defend, indemnify, and hold harmless PitchMe, its affiliates and subsidiaries, and each of their officers, directors, employees, contractors, and agents, from and against any third-party claims, damages, obligations, losses, liabilities, settlements, costs or debt, and expenses (including but not limited to attorneys' fees) arising from or in connection with Your violation of the Terms or any part of the Agreement. PitchMe reserves the right to assume the exclusive defense and control of any matter subject to Your indemnification and You agree to assist and cooperate with PitchMe in the defense or settlement of any such matters. You shall not settle any legal matter involving PitchMe without PitchMe written approval.

17.2. PitchMe Indemnification Obligation. PitchMe will defend, indemnify, and hold harmless Customer, at its option and expense, from and against any third-party claim to the extent that it is based on an allegation that Customer's use of the Services as permitted under this Agreement infringes a patent, copyright, or trademark or misappropriates a trade secret of any third party. PitchMe will pay all damages and costs (including reasonable legal fees) finally awarded by a court of final appeal attributable to such a claim, provided that Customer notifies PitchMe in writing of any such a claim as soon as reasonably practicable and allows PitchMe to control, and reasonably cooperates with PitchMe in the defense of, any such a claim and related settlement negotiations provided that PitchMe shall not settle a claim without Your written approval.

17.3. Exclusions. Customer understands that PitchMe has no obligation to indemnify Customer for any claim that is based on (i) modification of the Services by any party other than PitchMe; (ii) Customer's use of the Services for purposes other than Authorized Purposes under this Agreement; (iii) Customer's failure to use updated or modified Services that PitchMe makes available to Customer that would have avoided or mitigated the Claim; (iv) Customer's failure to stop using the Services after receiving a written notice to do so from PitchMe in order to avoid further infringement or misappropriation of a third party's intellectual property; (v) Customer's use of the Services in any way that does not comply with any applicable laws or regulations; or (vi) the combination, operation, or use of the Services with equipment, devices, software, systems, or data that PitchMe did not supply or recommend (subparts (i)-(v) are referred to collectively as "Indemnity Exclusions").

17.4. Right to Ameliorate Damages. If Customer's use of the Services is, or in PitchMe reasonable opinion is likely to be, subject to a claim under Subsection 17.2, PitchMe may, at its sole option and at no charge to Customer (and in addition to PitchMe indemnity obligation to Customer in Subsection 17.2): (i) procure for Customer the right to continue using the Services; (ii) replace or

modify the Services so that it is non-infringing and substantially equivalent in function to the original Services; or (iii) if options (i) and (ii) above are not commercially practicable in HTM's reasonable estimation, PitchMe can terminate this Agreement and all licenses granted hereunder (in which event, Customer will immediately stop using the Services) and refund the prorated amount of Fees for the remainder of the Service Term.

17.5. Sole Remedy. Section 17 sets forth PitchMe sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to claims of infringement or misappropriation of a third party's intellectual property.

18. DISPUTE RESOLUTION

18.1. Procedure. For any dispute You have with HTM, You agree to first contact HTM and attempt to resolve the dispute informally by emailing customer support at info@pitchme.co

18.2. Governing Law. This Agreement is governed by the internal substantive laws of the United Kingdom, without respect to conflict of laws principles.

19. OTHER PROVISIONS

19.1. Relationship of the Parties. Nothing contained in these Terms will be deemed or construed in any manner whatsoever as creating any partnership, joint venture, employment, agency, fiduciary, or other similar relationship between PitchMe and You.

19.2. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld), except to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets or equity. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their respective successors and permitted assignees.

19.3. Amendment; No Waiver. The revised version will become effective and binding the next business day after it is posted. At our discretion, we may provide You notice of this revision by email or in-app notification of our choice. If You would like to receive an email notification when we update the Terms, send us an email at info@pitchme.co. No failure or delay by either party in exercising any right, power, or remedy under these Terms, except as specifically provided herein, shall operate as a waiver of any such right, power or remedy.

19.4. Force Majeure. Neither party will be liable to the other for any failure or delay to perform any obligation under these Terms (except for a failure to pay fees) if the failure or delay is due to unforeseen causes which occur after You accept these Terms and which are beyond the reasonable control of such party, including, without limitation, acts of God, strikes, lockouts, riots, acts of war,

epidemics, pandemics, failure or diminishment of power, failure of telecommunications or data networks, or government restrictions.

19.6. Notices. All notices between the parties shall be in writing and shall be deemed to have been given if personally delivered or sent by certified mail (return receipt requested), electronic mail or facsimile. Notices shall be deemed effective upon receipt if personally delivered, three (3) business days after it was sent if by certified mail, or one (1) business day after it was sent if by electronic mail or facsimile.

To PitchMe Corp Limited

Email: info@pitchme.co

To You: Your address including e-mail address(es) as provided in the Service Order. You must keep all Your address information current.

If any provision of these Terms is found to be unlawful or unenforceable, then that provision will be deemed severable from these Terms and will not affect the enforceability of any other provisions.

19.7. Severability. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms shall remain in full force and effect.

19.8. Authority. Each party represents and warrants to the other that it has full power and authority to enter into these Terms and that it is binding upon such party and enforceable in accordance with these Terms. You further warrant and represent that You have the authority to procure Your Affiliates compliance with these Terms.

Appendix 1:

Prohibited Usage

Any User of the Site or Services must not do the following:

1. Reverse engineer, duplicate, replicate, remove, transfer, reveal, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying architecture, ideas, know-how or algorithms of the Site;
2. Modify, translate, or create derivative works based on the Site, Services, Documentation, graphics or user interface thereof to build a competitive or similar website or service;
3. Make the Services, Documentation, or any data obtained from the Site or Services, available to, or use them for the benefit of, anyone other than the Customer or its Users, or use the Services for timesharing, outsourcing offerings, or for any organization or entity that offers services that could be considered competitive as to PitchMe Services, unless expressly approved by PitchMe;
4. Further disclose any data provided by PitchMe, including Candidate Profiles to any third party;
5. Remove or cover any proprietary notices, marks, or labels, overlay or otherwise modify the Site or its appearance;
6. Download, store, distribute, transmit, publish, export, re-export or otherwise disseminate any PitchMe IP;
7. Access content or data not intended for You, collect or harvest others' Personal Information including account names from the Site or Subscription Service that is not aligned with the Authorized Purposes;
8. Attempt to gain unauthorized access, impersonate another User or otherwise misrepresent Your affiliation with a User or Customer, or conduct fraud by hiding Your identity;
9. Violate or attempt to violate any security or authentication features or measures of the Site;
10. Attempt to circumvent any blocking (e.g., by masking Your IP address or using a proxy IP address) after You are blocked by PitchMe;
11. Attempt to circumvent a contractual usage limit by indirect access to or use of any Services;
12. Attempt to probe, scan or test the vulnerability of the Site, or any associated system or network without PitchMe authorization;
13. Interfere or attempt to interfere with other Users by submitting malicious software or code, virus, "flooding," "spamming," "mail bombing," or "crashing";
14. Take any action that imposes an unreasonable or disproportionate large load on the infrastructure of the Site and Services;
15. Use any data mining tools such as "robots" or "spiders" to extract the content or features of the Site;
16. Upload and store invalid data, viruses, worms, or other software agents through the Site;
17. Store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of a third-party privacy rights;

18. Use the Services to target any person or group, whether protected or not by local, state or federal law or international law, in a way that may discriminate, harass or disrespect that person or group, or violate any laws that govern civil rights, equal protection or anti-discrimination;
19. Use the Services or any data or information obtained from the Site or Services for direct commercial solicitation purposes without PitchMe written authorization;
20. Use the Site or Services without PitchMe authorization for any illegal activities, offer, advertise or promote anything other than a legitimate job opportunity, or conduct any activities in violation of any applicable laws or regulations;
21. Use Candidate Profiles as a factor in determining any person's eligibility for employment, retention, or promotion, to verify a job application, or to establish any person's eligibility for credit or insurance;
22. Review Candidate Profiles of persons employed by Customer or persons who have already expressed interest in employment with Customer; or
23. Advocate, encourage, allow or assist any of Your Users or any third party in doing any of the foregoing.

