



## TERMS OF USE

### 1. ACCEPTANCE OF TERMS OF USE AND MODIFICATION

By using and/or visiting the website [www.mypitch.com](http://www.mypitch.com) ("Website") you agree that these terms of use ("ToU") (including Mypitch Privacy Policy as referenced in Section 3 herein) will apply to your use and/or visit of the Website, and your use of all services provided to you by Mypitch ("Services"), whether or not you have registered for a Membership. If you do not agree to these ToU you shall stop using the Website or the Services.

For certain Services additional terms and conditions may apply and such terms and conditions will be posted on the relevant Service. In the event of a conflict between these ToU and any additional terms and conditions for certain Services, the additional terms and conditions shall prevail.

Mypitch reserves the right to modify these ToU at any time by posting a notice on the Website or by emailing you on the email address you provided to Mypitch when signing up as a Mypitch member. Your continued use and/or visiting of the Website or the Services (as applicable) after such date shall be deemed an acceptance of the amended ToU. Mypitch encourage you to review the ToU on a regular basis.

### 2. MEMBERSHIP, ACCOUNT, PASSWORD AND USE OF "ALIAS"

In order to use some Services you need to become a Member of Mypitch and open a Mypitch account. When you sign up for Membership you will be requested to open an account. When signing up for Membership and opening an account you will be required to provide certain contact and account information in accordance with the registration form. You may chose your own password and you must treat your password secure and not disclose the password to anyone. You must provide accurate and complete contact and account information and you are solely responsible for updating any such information. Mypitch allows you to use an "alias" when using the Services provided always however that you have provided accurate and complete contact and account information and that your use of the "alias" do not impersonate any person or entity. Mypitch reserves the right to require you to change your "alias" and to suspend your use of your account until your "alias" has been changed.

Mypitch will hold you responsible for all the activities that occur under your Membership and on your account. If you notice any breach or potential breach of security or irregular activities under your Membership or on your account you must immediately notify Mypitch.

### 3. PRIVACY AND COOKIES POLICY

Mypitch collect and process personal identifiable information about you when you choose to provide Mypitch with such personal information. Mypitch furthermore uses cookies on the Website. To find out more about Mypitch Privacy and Cookies Policy, please see <http://www.mypitch.com/page/legal-rights-and-payment>



#### **4. USE OF WEBSITE AND SERVICES**

Mypitch does not control the information, data, text, software, video, audio, photo, design, script or interactive features, or similar information or content, posted on the Website by others (collectively "User Content"). The User Content is the responsibility of the one from which the Content originated. You are therefore solely responsible for all User Content uploaded, published, emailed, or otherwise transmitted (collectively "Transmit" or "Transmitted") to the Website by you and that such User.

Content is lawful and otherwise, at Mypitch sole discretion, not objectionable. Without limiting the generality of the foregoing you are not permitted to Transmit:

- (i) User Content that is unlawful, infringing, fraudulent, harmful, threatening, abusive, harassing, insulting, defamatory, obscene, libelous, hateful, racial or flaming;
- (ii) User Content which you are not permitted to Transmit under applicable law or contractual relationship;
- (iii) User Content that contains advertising, chain letters, junk mail, "spam" or any other type of unsolicited information or email;
- (iv) User Content that infringes the right of others, such as trade secrets, patent, copyright, or any other intellectual property right; or
- (v) Any viruses, trojan horses, worms, or other programming routines or similar items that may potentially damage, interfere with, intercept, or expropriate any system data or personal data or otherwise adversely affect the operation of any computer or network, prevent or hinder access to the Website or any data.

Mypitch reserves the right at any time to modify, delete or discontinue, temporarily or permanently, any Service or User Content with or without notice.

#### **5. LICENSE TO MYPITCH**

With respect to the User Content you elect to Transmit to Mypitch, you grant Mypitch an irrevocable, non-exclusive, royalty free, sub-licensable, transferable, worldwide license to use, copy or otherwise reproduce, communicate by telecommunication, publicly display, and distribute.

#### **6. MYPITCH CLIENT BRIEF**

If you enroll in a Mypitch brief the provisions below in this Section 6 shall apply.

All content you elect to Transmit to Mypitch in the brief ("Your Pitch") shall be considered as User Content to which Mypitch receives the license granted in Section 5.

If Your Pitch is chosen as one of the best pitches, you hereby assign and transfer any and all tangible and intangible rights (including any intellectual property rights) regarding Your Pitch to Mypitch without any limitations or restrictions, including the right for Mypitch to transfer and assign the material of Your Pitch to any third party.

When you enroll in a Mypitch brief you will get access to receive a description of the brief, containing the specific conditions of the Mypitch brief. You hereby agree that you will not disclose or otherwise disseminate the brief to anyone else than other members.



If the third party can't choose/nominate any of the received contributions, they have the right to extend the deadline of the brief. When the extended date expires, the third party should choose/nominate their favorite contributions within seven days. If the third party receives 15 contributions or more, they have to appoint at least one of these, unless they present specific reasons not to. In case of these events occurring, the third party has the rights to not pay out the fees, but are also not legally entitled to use any of the received contributions.

If the third party doesn't pay Mypitch Sweden AB the creative fees Mypitch Sweden AB is in no way responsible to pay out the creative fees. In case of these events occurring the third party are not legally entitled to use any of the received contributions.

Mypitch will consider Your Pitch as performing services and your work may therefore be subject to applicable tax legislations. Mypitch therefore reserves the right to withhold taxes and social security fees and make such deductions from the award as Mypitch deems appropriate. Mypitch further reserves the right to report such taxes, fees and deductions to the applicable tax authority.

Please observe that no intellectual property rights are transferred to Mypitch other than Mypitch's right to use the information. However, if your pitch is elected in a Mypitch client brief, the intellectual property rights of your pitch will be assigned to Mypitch Sweden AB or a third party once the client through Mypitch Sweden AB has completed full payment for your pitch.

If your pitch has been elected the payment can take between 30-90 days depending on client and country and until Mypitch Sweden AB receives the payment from the third party. Until then, the intellectual property rights of your pitch is owned by you. Once the payment has been registered the property rights of your pitch will be assigned to Mypitch Sweden AB or a third party.

## **7. PROPRIETARY RIGHTS IN WEBSITE AND WEBSITE CONTENT**

The Website and the Services and all content on the Website and available through the Services, including data, text, software, video, audio, photo, design, script or interactive features, or similar information ("Website Content") are proprietary to Mypitch, its users or its licensors and are protected by applicable intellectual property laws. You are not entitled to copy, reproduce, distribute, republish, download, display, post, transmit in any form by any means any Website Content except; (i) for the User Content Transmitted by you; (ii) for use of the Website for your personal, non-commercial use, provided however that you keep all proprietary notices intact.

## **8. INFRINGEMENT CLAIMS AND VIOLATIONS OF ToU**

Mypitch respects the trade secrets and copyright and other intellectual property rights of others. Mypitch therefore encourages users to report to Mypitch any infringement of trade secrets, copyright or other intellectual property rights of others or other breach or violations of these ToU. Please report any alleged violations to Mypitch in accordance with the provisions of Section 13 "Notices".

## **9. SUSPENSION AND TERMINATION**

You may terminate your use of any or all the Services or your account at any time for any or for no reason by giving Mypitch a notice hereof in accordance with Section 13 "Notices".



If you have not specified your wish to only terminate a particular Service, Mypitch will consider your termination as a termination of all the Services.

Mypitch may at any time suspend you from any or all of the Services or terminate your account if you fail to make payments when due or Mypitch, at its sole discretion, determines you have violated or breached these ToU or any additional terms and conditions applicable to certain Services. Mypitch may furthermore at any time for any or for no reason terminate the any or all of the Services.

The termination or suspension of Services shall not affect any accrued rights or obligations of either party. Provisions of these ToU, which by their nature or by implication are intended to continue despite termination, shall not be affected by the termination of the Agreement.

## **10. DISCLAIMER**

You agree that the use of the Website or the Services is at your sole risk. To the fullest extent permitted by law, Mypitch expressly disclaims all warranties, conditions and other terms of any kind, whether express or implied, in connection with the Website or your use of the Services.

Mypitch makes no warranties or representations that the Services will meet your requirements, will be error free or uninterrupted, will be free from bugs, viruses, Trojan horses or the like which may be transmitted through Mypitch Website by any third party.

## **11. INDEMNIFICATION**

You agree to defend, indemnify and hold Mypitch, its parent corporation, subsidiaries, officers, directors, employees and agents, harmless from and against any and all claims, demands, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) made by any third party due to or arising out of your User Content, your use of any User Content, your violation of any third party, your violation or breach of any of these ToU or other terms and conditions agreed between you and Mypitch.

## **12. LIMITATION OF LIABILITY**

In no event shall Mypitch, its parent corporation, subsidiaries, officers, directors, employees or agents be liable to you for any direct, indirect, incidental, special, punitive, consequential or exemplary damages including but not limited to damages for loss of business, profits, goodwill, data (or the recover hereof), use or other intangible losses.

## **13. NOTICES**

Mypitch may give notices to you by posting them on the Website or by sending you an email to the email address you have provided Mypitch with during the signing up process or amended later in accordance with Mypitch procedures hereof.

Your notices to Mypitch shall be sent to Mypitch by email to [contact@mypitch.com](mailto:contact@mypitch.com) or by mail to the address stated on the Website. Notices to Mypitch will be deemed received until received in full, save where it is received on a weekend or public holiday, in which case it will be deemed received the next business day.



#### **14. MISCELLANEOUS**

These ToU and any other document or information it refers to constitutes the entire agreement between you and Mypitch regarding the subject matter contained herein and supersedes any and all prior agreements, understandings, offers, representations, whether written or oral, regarding the subject matter hereof.

Any failure by Mypitch to exercise or enforce any right or provision of the ToU shall not constitute a waiver of such right or provision. If any provision of these ToU is found to be invalid or unenforceable, the remainder of these ToU shall be interpreted so as best to reasonably effect the protection of Mypitch intellectual and proprietary rights and intent of the parties hereto.

#### **15. GOVERNING LAW AND DISPUTE**

To the extent permitted by law, these ToU and any dispute arising from or in connection with the ToU shall be governed by Swedish law without its conflict of laws principles. Any dispute, controversy or claim shall be finally settled by Swedish courts with the Stockholm district court as the first instance.