



# TERMS AND CONDITIONS FOR CLIENTS

## 1. ACCEPTANCE OF TS&CS CLIENTS AND AMENDMENTS HEREOF

By accepting these terms and conditions for Clients (“TS&CS CLIENTS”), you agree that the TS&CS CLIENTS will apply to all services provided to you by Mypitch (“Services”). For certain Services Additional Terms and Conditions may apply.

## 2. DEFINITIONS

When used in these TS&CS CLIENTS the following words and expressions shall have the following meaning:

- (i) **Mypitch;** Mypitch AB, organization number 556738-9860, with its registered address at Brunnsgatan 11, Stockholm;
- (ii) **Agreement;** these TS&CS CLIENTS and any other Additional Terms and Conditions for certain Services and Mypitch Privacy Policy;
- (iii) **Additional Terms and Conditions;** specific terms and conditions relating to a certain Service;
- (iv) **Client/you;** the business entity entering into the Agreement with Mypitch;
- (v) **Services;** the services provided to you by Mypitch;
- (vi) **Your Content;** contents such as ads, banners, logotypes, videos, audios, photos, texts, scripts, interactive features, links to other websites, as you choose to post on Your Webpage;
- (vii) **Your Webpage,** the webpage underlying the Website as edited by you;
- (viii) **User;** users and visitors of the Website whether or not they have signed up as a member of Mypitch;
- (ix) **User Content;** contents such as ads, banners, logotypes, videos, audios, photos, texts, scripts, interactive features, links to other websites, posted on the Website by Users;
- (x) **Website;** www.mypitch.com and underlying web-pages which are not Your Webpage or a Users Webpage

## 3. ORDER OF PRECEDENCE, AMENDMENTS OF AGREEMENT

In the event of a conflict between Additional Terms and Conditions, TS&CS CLIENTS and Mypitch Privacy Policy, the documents will prevail in the order just described. Mypitch reserves the right to the Agreement or any part thereof at any time by posting a notice hereof at the Website or by emailing you on the email address you provided to Mypitch when signing up as a client to Mypitch, or amended later in accordance with Mypitch procedure for this. Your continued use of the Services after such date shall be deemed an acceptance of the amended Agreement.



#### **4. MYPITCH ACCOUNT AND PASSWORD**

In order to become a Client of Mypitch you have to open a Mypitch account. When signing up for an account you must provide accurate and complete information and you are solely responsible for updating any such information. Upon Mypitch acceptance of your opening of the account you will receive a password and account designation. You are solely responsible for the activities that occur on your account and Mypitch will always consider any activities on your account as being conducted by you or an authorized representative of you. You must at all times keep the password secure and not disclose the password to unauthorized users. Upon your notice of any breach or potential breach of security or irregular activities on your account you must immediately notify Mypitch.

#### **5. SERVICES**

Mypitch will provide you with the Services described herein or otherwise described in the Additional Terms and Conditions for certain Services. Although Mypitch will use reasonable endeavors to provide the Services error free and keep the Website available, you agree that the Services is provided "as is" without warranty of any kind (whether express or implied by statute or otherwise) and Mypitch does not warrant that the Services will be error free of uninterrupted.

Mypitch will provide you with an underlying webpage at the Website for your uploading, posting or otherwise insertion of Your Content. A link to Your Webpage will be posted under clients at the Website. The uploading, posting or otherwise insertion of Your Content and the editing of the Webpage will be restricted to you through the use of the password received when signing up for the account. For the avoidance of doubt, you retain the copyright, patent, design right, database right, or other intellectual property to your uploading, posting or otherwise insertion of Your Content. You are solely responsible for the activities on Your Webpage and Mypitch will always consider any activities on your account as being conducted by you or an authorized representative of you. If you request Mypitch to monitor or edit Your Webpage the responsibility of Your Webpage remains with you. If you become aware or suspects any breach or potential breach of security or irregular activities on Your Webpage or any violation of the

Agreement you must immediately notify Mypitch. Upon the terms and conditions agreed between you and Mypitch, Mypitch may at occasions upon your request organize a mission to be held at the Website. A description of mission may be your wish for a new logotype, new jingle, storyboard, movie board, advertising material or just ideas and inspiration. Mypitch will request Users to submit their contribution for public display at the Website.

Services will commence on the date Mypitch starts to provide the Services to you, provided that you have agreed to the Agreement and that you have paid the charges (if any) applicable to the Services.

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



## **6. LICENSE TO MYPITCH**

You grant Mypitch an irrevocable, non-exclusive, royalty free, sub-licensable, transferable, worldwide license to use, copy or otherwise reproduce, transmit or otherwise communicate by telecommunication, publicly display, and distribute Your Content. The URL, software, hardware, equipment, systems and technology underlying, used by Mypitch for Your Webpage or any Mypitch logotypes, trademarks or similar business marks posted on Your Webpage by Mypitch is or are owned by Mypitch or its licensors and to the extent that any such rights becomes vested in you, you will assign to Mypitch absolutely and unconditionally all such rights.

## **7. 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 17 (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 the Agreement. Mypitch may furthermore at any time for any or for no reason terminate any or all of the Services.

Violated or breached the Agreement. Mypitch may furthermore at any time for any or for no reason terminate 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 the Agreement, which by their nature or by implication are intended to continue despite termination, shall not be affected by the termination of the Agreement, including but not limited to the following provisions;

## **8. PAYMENT**

For your entering into this Agreement, you agree to pay to Mypitch the charges applicable to the particular Services. Payments shall be made in the time, manner and form directed by Mypitch. Mypitch may at any time change the charges for the Services.

The payment of the creative fee(s) for the contribution(s) you nominate and thus buy shall be registered in Mypitch Sweden AB bank accounts before any intellectual property rights for the contribution(s) you have paid for will be transferred to you from the creators.

## **9. PERSONAL DATA**

Mypitch collect and process personal identifiable information about you when you choose to provide Mypitch with such personal information. For detailed information about Mypitch.se Privacy Policy, please see <http://www.mypitch.com>.

## **10. THE WEBSITE**

The Website and the Services are proprietary to Mypitch and are protected by applicable intellectual property laws and all rights, title and interest in the Website and the Services is vested in Mypitch.



Except for the limited rights granted herein, nothing shall be construed as Mypitch granting to you any right, title or interest in or to the Website, Services, or User Content (or any part of them) or right under any patent, trade secret or other intellectual property rights of Mypitch or its licensors.

## **11. REPRESENTATIONS AND WARRANTIES**

You represent and warrant that (i) you are acting in a business capacity (and not as an individual); (ii) the one representing you when signing up as a Client have the authority to represent the business entity you have stated during the signing up process you are acting on behalf of; (iii) you will not provide access to your password to Your Webpage to anyone except to those directors or employees who are authorized to represent you and who are bound by confidentiality restrictions no less protective of us than those contained in the Agreement (iii) information you provide to Mypitch electronically, Your Webpage, and Your Content will be free from 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 (iii) Your Webpage or Your Content (or any linking there from) (a) do not infringe any copyright, design right, database right, or other intellectual property, trade secret or proprietary right of any third party (b) does not breach any sales, marketing or advertising laws (c) do not contain any false, deceptive, misleading, defamatory, unethical, libelous, obscene material or any other material that is unlawful in relevant jurisdiction (d) at all complies with any applicable financial services laws or securities laws should Your Webpage or Your Content contain advertisements for such services (e) reflect poorly (as determined by Mypitch.se) on the goodwill and reputation of Mypitch (iv) you will not collect or try to collect any personal data (as defined in the Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and the free movement of such data or the local implementation hereof).

## **12. CONFIDENTIALITY**

The Agreement and any other information disclosed by Mypitch to you, directly or indirectly, shall be considered as Mypitch confidential information except for information which you can establish: (i) was publicly known and made generally available prior to the time of disclosure by Mypitch; (ii) becomes publicly known and made generally available after Mypitch disclosure to you other than through your action or inaction; (iii) is in your possession without confidentiality restrictions prior to Mypitch disclosure to you.

You shall hold and maintain the confidential information in strictest confidence and in trust for the sole and exclusive benefit of Mypitch. You may not, without the prior written approval of Mypitch in each instance or unless otherwise expressly permitted in the Agreement, use for your own benefit, publish or otherwise disclose to others, or permit others to use for their benefit or to the detriment of Mypitch, any confidential information. You shall carefully restrict access to the confidential information to those of your employees who clearly need such access who are bound by written confidentiality agreements that protect Mypitch confidential information.

You may not issue any press release or other public statement regarding the Agreement or the Services without Mypitch prior written consent.



### **13. DISCLAIMER**

You agree that the use of the Website and Services is at your sole risk. Although Mypitch will use reasonable endeavours to provide the Website and the Services error free and keep the Website available, you agree and accept that the Services and the Website are provided "as is" without warranty of any kind (whether express or implied by statute or otherwise). 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 Website or 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 the Website or the Services by any third party. The Website or the Service may provide links to third party websites. Mypitch does not control such third party websites and Mypitch shall not be held not responsible or liable for any content on such third party websites or material available through such third party websites.

### **14. 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 Webpage, Your Content, your use of any submitted content, your violation of any third party, your violation or breach of any of the Agreement.

### **15. LIMITATION OF LIABILITY**

In no event shall Mypitch, its parent corporation, subsidiaries, officers, directors, employees or agents be liable to you for any 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 resulting from: (i) the use of inability to use the services; (ii) any interruption, cessation or alteration of transmission to or from the website or webpage; (iii) errors, mistakes, or inaccuracies of any content; (iv) unauthorized access to you account or your webpage; or (v) any other matter relating to the services provided by Mypitch.

The maximum aggregate liability of Mypitch to you for damages which are not otherwise limited or excluded under the Agreement shall be limited to a sum equivalent to the amounts actually paid by you to Mypitch pursuant to the Agreement under a period of 6 months preceding the event giving rise to the damages. Nothing in this Agreement shall be construed to exclude or limit damages for personal injury or death caused by Mypitch or its employee's negligence.

### **16. ASSIGNMENT**

The Agreement is personal and may not be transferred or assigned. Mypitch may assign the Agreement without restriction.



## **17. 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.

## **18. MISCELLANEOUS**

The Agreement 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.

Each party is an independent contractor of the other, and neither shall be deemed an employee, agent, partner or joint venture of the other. Neither party shall make any commitment, by contract or otherwise, binding upon the other nor represent that it has any authority to do so.

No failure or delay of Mypitch in exercising its rights hereunder shall be deemed to be a waiver of such rights unless expressly made in writing by Mypitch waiving its rights.

Headings used in the Agreement are used for convenience only and shall not affect the interpretation of this Agreement.

If any provision of the Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall be interpreted so as best to reasonably effect the protection of Mypitch intellectual and proprietary rights and intent of the parties hereto. It is expressly understood and agreed that each and every provision of this agreement which provides for a limitation of liability, disclaimer of warranties or exclusion of damages is intended to be severable and independent of any other provision and to be enforced as such.

## **19. GOVERNING LAW AND DISPUTE**

The Agreement and any dispute arising from or in connection with the Agreement 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.