

## **ActivePitch TERMS OF USE**

*Updated on May 03, 2024*

The terms, conditions, policies, and notices set forth in this document constitute the legal agreement (agreement), without modification or limitation, to these Terms of Service ("TOS"). If you do not agree to all of these Terms of Service, you may not access, view, obtain goods or services from, or otherwise use the website ActivePitch.com the Site", "ActivePitch", "we", "us", "our" and terms of similar meaning). This Site is made available by ActivePitch, INC., a California Corporation. These Terms of Use apply to all visits to the Site both now and in the future. The term "User" refers to you as a "Visitor" to this Site. If you have any concerns or questions regarding these Terms of Service, please contact us [info@ActivePitch.com](mailto:info@ActivePitch.com).

In addition to these Terms of Service, your use of the ActivePitch site and/or Services is governed by our Privacy Policy. ActivePitch is strongly committed to protecting your privacy and has implemented a comprehensive privacy policy. ActivePitch does not disclose or release personal or financial information about you except what is necessary to process your request for assistance. For details, please view our Privacy Policy.

BY ACCESSING OR USING ANY PART OF THE SITE OR SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS, WHICH CONTAIN AN ARBITRATION AGREEMENT, A WAIVER OF CLASS-ACTION RIGHTS, AND LIABILITY LIMITATIONS. IF YOU DO NOT AGREE TO BE SO BOUND, YOU MAY NOT ACCESS OR USE THE SITE OR ANY SERVICES.

### **ABOUT ACTIVEPITCH, INC.**

ActivePitch, INC. provides online services including media hosting and communication tools for actors, agents, managers, casting directors, and producers (collectively, the "Services") that may be offered on our website, mobile website, apps, or from other services, products, tools, offers or communications provided by ActivePitch.

### **USE OF SERVICES; ELIGIBILITY:**

You may access the ActivePitch Site and use the Services for non-commercial purposes only. Use of the Services is void where prohibited. By accessing or otherwise using the ActivePitch Site and/or Services, you are acknowledging and agreeing, and representing and warranting that (1) you have read, understand, and agree to be legally bound and to abide by these Terms of Service, just as if you had signed a written agreement; (2) you have the right, authority and capacity to enter into this agreement and follow all the terms and conditions of these Terms of Service; and (3) if you are acting on the behalf of any person or entity, you are authorized to act on behalf of such party.

To be eligible for our Services, you must be an individual of 15 years of age or older to register or use the Services. If you are not yet 15 years old, do not use the Services. You must be at

least eighteen (18) years of age to access, view or download "R Rated" or "NC 17" video or images for the site. If you are at least 15 but not yet 18 years of age please have your parents or legal guardian review these Terms of Service with you and give you their permission to register and use the Services. By using the Services, you are agreeing that you and your parent / guardian have joined in this agreement.

## **COOKIES AND OTHER TECHNOLOGIES:**

When you visit a page on ActivePitch, various cookies may be sent to your browser. Some of our pages use cookies that enable us or our partners to use other services (like an ad measurement and reporting services). These services may send their own cookies to your browser. These cookies will be set from their domains. ActivePitch may use other technologies, including Flash and HTML5, for functions like display of interactive ad formats. We may use the IP address, for example, to identify your general location. We may also select advertising based on information about your computer or device, such as your device model, browser type, or sensors in your device like the accelerometer. We may share information obtained from analyzing cookie data with our partners. ActivePitch may receive or infer information about your location from a variety of sources. For example, we may use the IP address to identify your general location; we may receive precise location from your mobile device; we may infer your location from your search queries; and websites or apps that you use may send information about your location to us. ActivePitch may share generalized location information and information obtained from cookies with our account holders regarding content that may pertain to them.

When you visit a page on ActivePitch, various cookies may be sent to your browser. Some of our pages use cookies that enable us or our partners to use other services (like an ad measurement and reporting services). These services may send their own cookies to your browser. These cookies will be set from their domains.

ActivePitch may use other technologies, including Flash and HTML5, for functions like display of interactive ad formats. We may use the IP address, for example, to identify your general location. We may also select advertising based on information about your computer or device, such as your device model, browser type, or sensors in your device like the accelerometer. We may share information obtained from analyzing cookie data with our partners.

ActivePitch may receive or infer information about your location from a variety of sources. For example, we may use the IP address to identify your general location; we may receive precise location from your mobile device; we may infer your location from your search queries; and websites or apps that you use may send information about your location to us.

ActivePitch may share generalized location information and information obtained from cookies with our account holders regarding content that may pertain to them.

## **USER NAME, ACCOUNT AND PASSWORD:**

When you sign up for Services from ActivePitch, you will create a Username and password. You are entirely responsible for maintaining the confidentiality of your username and password. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD AND ACCOUNT. FURTHERMORE, YOU ARE ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES WHICH OCCUR UNDER YOUR ACCOUNT.

Do not disclose your password to any third party. You agree to notify us immediately if you know of or suspect any unauthorized use of your membership or access to your password. You agree not to use the account, username, or password of another User.

## **USER PROFILE:**

All registered users of ActivePitch automatically get a profile page. Some information will always appear on your profile page, and some information is optional. Your profile includes information such as, but not limited to, Name, Contact Info and transaction history information. Your profile page will also automatically display activity and any materials you have uploaded or otherwise submitted via the Services. Any action designed to undermine the system and to alter your profile or the profiles of others is strictly prohibited.

## **REPRESENTATION REGISTRATION:**

If you are a Talent Representative providing Registration Information on behalf of Talent, you warrant and represent that you have full authority to provide ActivePitch with the Registration Information and any other personally identifying information of such Talent.

## **SYSTEM PERMISSIONS / ALLOWING ACCESS TO ACCOUNT:**

ActivePitch allows its individual clients to give account permission access to Representation Companies and its Employees ("Company") (e.g. Agents, Managers, Publicist, etc). By giving the Company access to your account they will have the same access allowed by your Individual account. The levels of permission settings include Media Vault, Personal Information, Representation Details and Billing Information. The Company will NOT have the ability to view your actual Credit Card information; they will only be able to add new Credit Card Info. ActivePitch payments are processed by Authorize.net a service provider and your personal payment information is NEVER stored on the ActivePitch servers. ONLY GIVE ACCESS TO TRUSTED USERS, YOU (INDIVIDUAL) ARE ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES WHICH OCCUR UNDER YOUR ACCOUNT. ActivePitch IS NOT RESPONSIBLE FOR ANY CHARGES OR CHANGES TO YOUR ACCOUNT BY USERS YOU GIVE PERMISSIONS TO ACCESS ACCOUNT.

## **UPLOADING / ADDING VIDEO OR IMAGES:**

Videos and Images that you upload or otherwise transmit to ActivePitch through the Services shall at all times remain your sole and exclusive property. As such, you shall be solely responsible for your content and the consequences of their posting or publication on or via the Services. Video and Image uploads are subject to the ActivePitch PROHIBITED CONTENT / CODE OF CONDUCT policy. All uploads are governed by these Terms of Service.

#### **USER-GENERATED CONTENT DISCLAIMER:**

ActivePitch does not claim ownership of the materials you provide to ActivePitch (including casting notices, video, photos, text, comments, feedback). ActivePitch is not undertaking any obligation or liability relating to the content or the users' activities on the Site. ActivePitch does not and cannot review all communications and materials posted to or created by users accessing the Site, and thereby not responsible for the Content of these communications and materials. ActivePitch reserves the right to block or remove communications or materials that we feel not appropriate for the Site and is subject to the PROHIBITED CONTENT / CODE OF CONDUCT section of the Terms of Service. ActivePitch's policy is to comply with THE DIGITAL MILLENNIUM COPYRIGHT ACT OF 1998.

#### **PROHIBITED CONTENT / CODE OF CONDUCT**

You must use the Site in a manner consistent with any and all applicable laws and regulations. You agree that you shall not use ActivePitch's services to upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party. We reserve the right to take legal action in our sole discretion against anyone who violates this provision, including without limitation, removing the offending Content from the Site and terminating the membership of such violators.

You agree to not use the ActivePitch Site to:

- harvest or collect email addresses or other contact information of other Users from the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- transmit "junk mail", "chain letters", or unsolicited mass mailing, instant messaging, or "spam";
- solicit passwords or personal identifying information from other Users;
- use the Site in any unlawful manner or in any other manner that could damage, disable, interfere with, disrupt, or create an undue burden to the Site;
- circumvent or modify, attempt to circumvent or modify, or encourage or assist any other person in circumventing or modifying any security technology or software that is part of this Site;
- harass or advocate harassment of another person or User;
- involve commercial activities and/or sales without prior written consent from us such as advertising, contests, sweepstakes or any solicitation of donations;

- register for more than one Member account or register for a Member account on behalf of another individual, group or entity;
- post materials containing viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the Site and any computer software or hardware.
- include a photograph or video of another person that you have posted without that person's consent;
- use or attempt to use another's account without authorization from us;
- violate any laws, third party rights or our policies, such as the Prohibited and Restricted Items policies;
- circumvent or manipulate our fee structure, the billing process, or fees owed to ActivePitch;
- copy, modify or distribute rights or content from the ActivePitch sites, service or tools or ActivePitch's copyrights and trademarks; or that harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- violate federal, state, or local equal employment opportunity laws, including but not limited to, stating in any advertisement for employment a preference or requirement based on race, color, religion, sex, national origin, age, or disability.
- violate the anti-discrimination provision of the Immigration and Nationality Act, including requiring U.S. citizenship or lawful permanent residency (green card status) as a condition for employment, unless otherwise required in order to comply with law, regulation, executive order, or federal, state, or local government contract.

## FEES; CHARGES; TAXES FOR REPRESENTATION AND TALENT SUBSCRIPTIONS

Fees and any other charges for the use of the Application are described on the Site. Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for all taxes applicable to the fees and charges in any applicable jurisdiction. ActivePitch may increase fees at any time and for any reason, provided, however, that ActivePitch provides notice at least thirty (30) calendar days prior to the expiration of the subscription.

- Monthly Plans. ActivePitch Members on monthly plans that require payment agree to provide us with a valid credit card and authorize us to automatically deduct monthly charges against the provided credit card.
- Talent ActivePitch Monthly Subscriptions will automatically renew on the same date of each month or on the final date of the month (Example: January 31, 2021 subscription renews on February 28, 2021).
- Monthly Subscription Fees are charged on the renewal date and automatically renews monthly until canceled by User.
- ActivePitch may place talent subscription on hold if unable to renew subscription due to invalid or expired credit card information. Talent will receive notice from our system before your account is canceled.

- When upgrading to a higher-priced plan you will be charged the increase in cost prorated amount for the days left in that month. The subscription will automatically renew on the next Pay Date and charge the new plan amount going forward.

#### **PAYMENT SYSTEM:**

Payments for monthly subscriptions are processed by STRIPE.COM a service provider and governed by separate Terms of Service and Privacy Policy. Payment information is NEVER stored on ActivePitch servers. For further information Click Here.

Authorization To Credit And Debit Accounts. The ActivePitch Payment Service requires User to pay with a credit card or debit card. You irrevocably and expressly authorize ActivePitch to credit any monies to the account that you have identified for ActivePitch. You irrevocably and expressly authorize ActivePitch to withhold any monies and/or debit any monies from any account that you have identified to ActivePitch for any chargebacks, fees, costs, deductions, adjustments and any other amounts owed to ActivePitch. We reserve our rights to all actions and remedies in connection with any monies owed to ActivePitch. You will indemnify, defend and hold us harmless for any claims, demands or causes of actions that we take toward any identified account pursuant to this Section.

#### **CLOSING YOUR ACCOUNT:**

ActivePitch subscriptions can be canceled at any time, and cancellation will be effective immediately. The account will remain active for the days left in the current payment cycle. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH MEMBERSHIP PERIODS. To cancel your membership, please email [info@activepitch.com](mailto:info@activepitch.com).

#### **COMPANIES ON ACTIVE PITCH:**

Companies on ActivePitch (including but not limited to Talent Agencies, Management Companies, PR Firm, Casting agencies, Studio and / or Network) also agree to all sections of the Terms of Service. In Addition, they agree to give ActivePitch access to the company logo and company name to create design graphics for the company's custom online skin and backend application. The company backend application is "Free" of service to the company and employees. However, the company is liable for charges when using personal or company credit card information to pay for services for clients. (Example: Agent pays for a monthly subscription for client).

#### **RESPONSIBILITY TO UPDATE TALENT REPRESENTATIVE INFORMATION**

Talent or Talent's Authorized Representative is responsible for promptly notifying ActivePitch when a Talent Representative has been changed.

#### **OWNERSHIP OF USER CONTENT POSTED BY OTHER USERS OF OUR SERVICES**

All User Content, including all project information posted on the Services by any user, including by casting directors, is either owned or licensed by the user that posted it. Therefore, other users of our Services may not distribute, modify, transmit, reuse, download, repost, copy, or use the User Content of others, including project information, for any reason without express prior written permission from the user that posted it. A violation of this Section is cause for immediate and permanent termination of your right to use our Services.

### **ActivePitch Site 18 U.S.C. 2257 COMPLIANCE NOTICE**

All pictures, graphics, videos or other visual media displayed on the ActivePitch Site are exempt from the provision of 18 U.S.C. section 2257 and 28 C.F.R. 75 because said visual media do not consist of depictions of conduct as specifically listed in 18 U.S.C. section 2256 (2) (A) through (D), but are merely depictions of non-sexually explicit nudity, or are depictions of simulated sexual conduct, or are otherwise exempt because the visual depictions were created prior to July 3, 1995. The owners and operators of the ActivePitch Site and Services are not the primary producer (as that term is defined in 18 U.S.C. section 2257 or subsequent case law defining such) of any of the visual content contained in the ActivePitch Site.

### **ActivePitch, Inc. TRADEMARKS:**

ActivePitch(tm) is a trademark of ActivePitch, INC. The dark-gray and blue "ActivePitch" block-text logo is a trademark of ActivePitch, INC.

SceneClipper(tm) is a trademark of SceneClipper, INC. The blue & yellow "SceneClipper" reel/play button logo is a trademark of SceneClipper, INC.

Permission from ActivePitch, INC. is required to use the ActivePitch name or logo as part of any project, product, service, domain, or company name.

### **ActivePitch, INC. TRADEMARK PERMISSIBLE USE POLICY**

Any use of ActivePitch, INC. 's trademarks is subject to ActivePitch, INC.'s trademark policy.

The ActivePitch, INC. trademarks cannot be used in a manner that is likely to cause confusion about the origin of any product, service, material, course, technology, program or other offerings.

The ActivePitch, INC. trademarks cannot be used as part of a company, product, service, solution, technology, or program name.

The ActivePitch, INC. trademarks cannot be incorporated into any domain name.

Do not use ActivePitch, INC. trademarks as nouns. ActivePitch, INC. 's trademarks must be used as adjectives with nouns that properly and accurately identify the ActivePitch, INC. product, service, program, material, or technology to which you are referencing.

Customers of ActivePitch, INC. provided service are permitted to incorporate ActivePitch, INC. 's trademarks and name only in the manner that the service may automatically incorporate the trademark into service-related web pages, emails, and other communication that might be provided by the service.

#### **INTELLECTUAL PROPERTY:**

All other trademarks appearing on the Services are trademarks of their respective owners. Our partners or service providers may also have additional proprietary rights in the content which they make available through the Services. The trade names, trademarks and service marks owned by us, whether registered or unregistered, may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion. Nothing contained on the Services should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks or service marks without our express prior written consent. You are prohibited from modifying the materials at this Site in any way or reproducing or publicly displaying, or distributing or otherwise using them for any public or commercial purpose.

#### **EXCLUSION OF WARRANTY:**

ActivePitch AND ANY THIRD PARTY PROVIDERS MAKE NO WARRANTY OF ANY KIND REGARDING THIS SITE AND/OR ANY MATERIALS PROVIDED ON THIS SITE, ALL OF WHICH ARE PROVIDED ON AN 'AS IS' BASIS. ActivePitch AND ANY THIRD PARTY PROVIDERS DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF ANY OF THE CONTENT OR DATA FOUND ON THIS SITE AND SUCH PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. ActivePitch WILL NOT BE HELD LIABLE FOR THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF THE CONTENT OR DATA PROVIDED TO ANY INDIVIDUAL OR FOR ANY BUSINESS, INVESTMENT, COST, OR LOSS ASSOCIATED WITH THE INFORMATION WE PROVIDED. NEITHER ActivePitch NOR ANY THIRD PARTY PROVIDERS WARRANT THAT THIS SITE, ITS SERVERS OR ANY E-MAIL SENT FROM ActivePitch ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU.

SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE



LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THAT OF OUR THIRD-PARTY CONTENT PROVIDERS AND THEIR RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

**LIMITATION OF LIABILITY:**

ActivePitch assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect your computer equipment or other property on account of your access to, use of, or browsing in this Site or your downloading of any materials, data, text, images, video or audio from the site. We are also not responsible for any loss attributed to our failure to provide timely reminders to our users. In no event shall ActivePitch or any third-party providers or distributors be liable for any injury, loss, claim, damage, or damages, including, but not limited to, any special, exemplary, punitive, indirect, incidental or consequential damages of any kind, whether based in contract, tort, strict liability, or otherwise, which arises out of or is in any way connected with (i) any use of this site or Content found herein, or (ii) the performance or non-performance by ActivePitch or any third party providers, including, but not limited to, non-performance resulting from bankruptcy, reorganization, insolvency, dissolution or liquidation even if such party has been advised of the possibility of damages to such parties or any other party.

**INDEMNIFICATION:**

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD AND ACCOUNT. FURTHERMORE, YOU ARE ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES WHICH OCCUR UNDER YOUR ACCOUNT. User agrees to indemnify and hold harmless ActivePitch, at User's sole expense, against any claim, action, legal proceeding, damages, liability, settlements, expenses (including attorneys' fees) and other costs relating to (i) breach of any of these terms by any party; (ii) User's negligence or misconduct, or (iii) claims that User has infringed the copyright, trademark, trade secret, patent, or other proprietary right of a third party.

**ACCOUNT TERMINATION AND MODIFICATION:**

In addition to any other rights or remedies available to it, ActivePitch reserves the right to immediately suspend, terminate, access and investigate the user account of any user upon receipt of a subpoena or law enforcement request, or when ActivePitch believes, in its sole discretion, that a user is transmitting or is otherwise connected with the distribution of unsolicited SPAM emails or any other harassing email messages or Forum posts, or with any fraudulent, misleading, illegal or otherwise objectionable activities. You agree that ActivePitch, in its sole and absolute discretion, may terminate your password, account (or any part thereof) or use of the Services, and remove and discard any Submission(s) or other content within the Services, for any reason, including, without limitation, for lack of use or if ActivePitch believes that you have violated or acted inconsistently with the letter or spirit of the Terms of Service. ActivePitch may also in its sole discretion and at any time discontinue providing the Services, or

any part thereof, with or without notice. You agree that any termination of your access to the Services under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that ActivePitch may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Services. Further, you agree that ActivePitch shall not be liable to you or any third-party for any termination of your access to the Services.

The provisions of these Terms of Service pertaining to disclaimers, exclusion of damages, limitations of liability and indemnification shall survive termination.

#### **VIOLATION OF TERMS AND LIQUIDATED DAMAGES:**

Please report any violations of the TOS, by flagging the posting(s) for review, or by emailing to [info@ActivePitch.com](mailto:info@ActivePitch.com). Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. You understand and agree that, because damages are often difficult to quantify, if it becomes necessary for ActivePitch to pursue legal action to enforce these Terms, you will be liable to pay ActivePitch the following amounts as liquidated damages, which you accept as reasonable estimates of ActivePitch's damages for the specified breaches of these Terms. Otherwise, you agree to pay ActivePitch's actual damages, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of these Terms, ActivePitch retains the right to seek the remedy of specific performance of any term contained in these Terms, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in these Terms, or any combination thereof.

#### **LINKS TO/FROM THIRD PARTY SITES:**

This Site contains links to third party sites. User accesses these sites at User's own risk; the Site is not responsible for the Content, changes, updates, or other links contained in a linked site. ActivePitch provides these links merely as a convenience, and the inclusion of such links does not imply an endorsement by ActivePitch of the websites. Any third party desiring to link to the Site must link to the Site's homepage located at [www.ActivePitch.com](http://www.ActivePitch.com). No one may link to any other page of this Site without the prior written consent of the Site.

#### **COMPLIANCE WITH STATE AND FEDERAL LAWS:**

Use of this Site is governed by all applicable federal, state, and local laws. All information available on this Site is subject to U.S. export control laws and may also be subject to the laws of the country where you reside. ActivePitch makes no representation that the Content on this Site is appropriate or available for use in other locations, and access to it from territories where the Content is illegal and prohibited.

#### **MISCELLANEOUS:**

ActivePitch may be required by state or federal law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on the Site or delivering them to you through e-mail. You may update your e-mail address by visiting the Services where you have provided contact information. If you do not provide us with accurate information, ActivePitch cannot be held liable if we fail to notify you. Our failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. These Terms of Service, including all terms, conditions, and policies that are incorporated into these terms by reference, constitute the entire agreement between you and ActivePitch and govern your use of the Site, superseding any prior agreements that you may have with us. These Terms shall be construed in accordance with the laws of the State of California and the parties irrevocably consent to bring any action to enforce these Terms before an arbitration panel or before a court of competent jurisdiction in Los Angeles, California if seeking interim or preliminary relief or enforcement of an arbitration award. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms shall continue in effect.

**CONTACT US:**

If you would like to request additional information regarding these Terms of Service, please contact us at [info@ActivePitch.com](mailto:info@ActivePitch.com).

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