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1.1 Grant of License. By offering this Web site for use, Pitch Gauge® provides you with a worldwide, nonexclusive, nontransferable, revocable, limited license to access and make personal use of the Services (expressly excluding any services or software offered on the Web site for which a subscription is required and for which you currently do not subscribe), strictly subject to and in accordance with these Terms and Conditions. Except for the limited license set forth in these Terms and Conditions, Pitch Gauge® does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights, trade secrets, or other proprietary or intellectual property rights.

1.2 Usage Restrictions. By using the Services, you agree that:

1.2.1 You shall not use, intentionally or unintentionally, any of the Services in a manner contrary to or in violation of any applicable international, federal, state, or local law, rule or regulation having the force of law, including, but not limited to, the CAN SPAM Act, HIPAA, and any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ;

1.2.2 You shall not use the Services in any manner that could harm, infect, take over, disable, overburden, or otherwise impair any of our computer systems, including, but not limited to, the servers, networks, and other components connected to or used for the Services;

1.2.3 You shall not interfere with any other party's use and enjoyment of the Services;

1.2.4 You shall not forge headers or otherwise manipulate identifiers in order to disguise or alter the origin of any content transmitted through the Services or develop restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);

1.2.5 You shall not upload, post, or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

1.2.6 You shall not upload, post, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

1.2.7 You shall not attempt to gain unauthorized access to any Services, other software, accounts, computer systems, or networks connected to any server used for the Services, through password mining, hacking, or any other means;

1.2.8 You shall not seek to gain access to any Services, materials, or other information through any means not intentionally made available by Pitch Gauge®;

1.2.9 You shall not reproduce, duplicate, copy, download, sell, resell, or otherwise exploit the Services, or any portion thereof, for commercial purposes without Pitch Gauge®'s prior written consent;

1.2.10 You shall not use any framing techniques to enclose any portion of the Services (including, but not limited to, images, text, page layout, and form) without Pitch Gauge®'s prior written consent, other than framing on your own intranets or otherwise for your own internal business purposes;

1.2.11 You shall not make any use of the trademarks, service marks, trade names, logos, and graphics used in connection with the Services without Pitch Gauge®'s prior written consent;

1.2.12 You shall not use any network monitoring or discovery software to determine the site architecture, or extract information about usage, individual identities, or users of the Services;

1.2.13 You shall not use any robot, spider, other automatic software or device, or manual process to monitor or copy the Services or any content or information offered in connection with the Services without Pitch Gauge®'s prior written consent;

1.2.14 You shall not collect any email addresses made available on this site for purposes of promotions or marketing campaigns of any kind;

1.2.15 You shall not distribute, on or through the Services, any advertising; promotion; solicitation for goods, services, or funds; or solicitation for others to become members of any enterprise or organization without Pitch Gauge®'s prior written permission;

1.2.16 You shall not remove, decompile, disassemble, reverse engineer, or create compilations or derivative works of the Services or any portion thereof; and

1.2.17 You shall not use or otherwise export or re-export the Services, or any portion thereof, in violation of the export control laws and regulations of the United States.

1.3 Right to Modify or Discontinue Services

Pitch Gauge® reserves the right at any time and from time to time to modify or discontinue the availability of, temporarily or permanently, the Services (or any part thereof) with or without notice. Pitch Gauge®'s rights under this Section 1.3 include, but are not limited to, the right to temporarily discontinue the availability of the Software on any day between the hours of midnight and 6:00 a.m. Central Time in order to implement maintenance and upgrades to the Services. You agree that Pitch Gauge® shall not be liable to You or to any third party for any modification, suspension or discontinuance of the availability of the Services.

2. Ownership of Patents, Copyrights and Trademarks

The technology and Services provided by Pitch Gauge® are the property of Pitch Gauge® and/or its various third-party providers and distributors and are protected by United States and international patent, copyright, trademark, trade secret and other intellectual property laws. Pitch Gauge® and its licensors retain all proprietary rights to the technology and the Services. Unauthorized use of the technology or the Services may violate applicable patent, copyright, trademark, trade secret, or other intellectual property laws or other laws. Any content cached or otherwise retained by you must include all patent, copyright, and trademark notices and other proprietary notices contained in such content or in connection with the Services.

3. Authorized User, Age, and Responsibility

You represent that you are an authorized user of the Services, have rights to access the Services, are of sufficient legal age to use the Services and to create binding legal obligations for any liability you may incur as a result of the use of the Services. You understand that you are financially responsible for all uses of the Services by you and, where applicable, those using your login information and password.

4. Privacy

You have read the Pitch Gauge® Privacy Policy, the terms of which are incorporated herein, and agree that the terms of such policy are reasonable. You consent to the use of any information submitted to Pitch Gauge® by Pitch Gauge® and/or its third-party providers, vendors, and distributors in accordance with the terms of and for the purposes set forth in the Pitch Gauge® Privacy Policy.

5. Termination

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8. Indemnification

You shall defend and indemnify Pitch Gauge®, its affiliates, and any of its third-party providers, vendors, and distributors, and the officers, directors, employees and agents of any of the foregoing, from and against any claim, cause of action, or demand, including without limitation reasonable legal and accounting fees, brought by third-parties as a result of your use of this Web site, the Services, or your breach of these Terms and Conditions.

9. Links

The Services may contain links to other Web sites that are provided solely as a convenience to you and are not necessarily an endorsement by Pitch Gauge® or its third-party providers, vendors, or distributors of the contents of such other Web sites. Neither Pitch Gauge® nor any third-party provider, vendor, or distributor shall be responsible for the content of any other Web sites and they make no representation or warranty regarding any other Web sites or the contents or materials on such Web sites. If you decide to access other Web sites or participate in any offers or programs via such Web sites, you do so at your own risk.

10. Submissions

"Submissions" means all comments, feedback, suggestions, photos, surveys, reports, e-mail, and other information or materials that you submit to Pitch Gauge®. Submissions will not be confidential and will become the property of Pitch Gauge® upon submission to Pitch Gauge®. By providing any such Submissions, you thereby assign to Pitch Gauge®, at no charge, all worldwide rights, title, and interest in copyrights and other intellectual property rights to the Submissions. You represent and warrant that any Submission you provide to Pitch Gauge® will be complete and accurate. You acknowledge that you are responsible for the Submissions that you provide, and that you, not Pitch Gauge®, have full responsibility for the Submissions, including their legality, reliability, appropriateness, originality, and copyright. Pitch Gauge® does not prescreen or monitor any Submissions as a matter of policy.

11. Notices

All required notices shall be in writing and shall be delivered to the address notified by the parties to each other by a means evidenced by a delivery receipt, by facsimile, or by e-

mail. Notice shall be deemed to have been given upon (i) personal delivery; (ii) the second business day after mailing; (iii) 48 hours after sending by confirmed facsimile; or (iv) 48 hours after sending by e-mail. Notices to Pitch Gauge® shall be addressed to the attention of its President.

12. Relationship

Your use of the Services is independent of Pitch Gauge® and not as an employee, agent, partner, or joint venture with Pitch Gauge® for any purpose.

13. Injunctive Relief

Each party acknowledges that any violation by that party of its covenants in these Terms and Conditions (if any) relating to intellectual property rights, confidential or proprietary information, or trade secrets would result in damage to the other party that is largely intangible but nonetheless real, and that is incapable of complete remedy by an award of damages. Accordingly, any such violation shall give the other party the right to a court-ordered injunction or other appropriate order to specifically enforce those covenants. The party against whom any such injunction is entered agrees to pay to the other party any reasonable expenses, including but not limited to attorney's fees, incurred in obtaining such specific enforcement (in addition to any other relief to which the other party may be entitled).

14. Attorney's Fees

In the event any action is brought to enforce any provision of these Terms and Conditions or to declare a breach of these Terms and Conditions, Pitch Gauge® shall be entitled to recover, in addition to any other amounts awarded, reasonable legal and other related costs and expenses, including attorney's fees, incurred thereby.

15. Assignment; Binding Agreement

You may not assign, subcontract, or delegate your rights, duties, or obligations under these Terms and Conditions or any license granted or created hereunder whether by operation of law, change of control, or in any other manner, without the prior written consent of Pitch Gauge®. Subject to the foregoing, these Terms and Conditions shall bind and inure to the benefit of the parties, their affiliates, their respective successors and permitted assigns.

16. No Waiver

No failure or delay by either party in exercising any right under these Terms and Conditions shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided to Pitch Gauge® herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

17. Severability; Blue-Penciling

If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, the provision shall be changed by the court or interpreted so as best to accomplish the objectives of the original provisions to the fullest extent permitted by law, and the remaining provisions of these Terms and Conditions shall remain in effect, unless the modification or severance of any provision has a material adverse effect on a party, in which case such party may terminate any license granted hereunder by notice to the other party.

18. Survival

The obligations of the parties under these Terms and Conditions that by their nature would continue beyond the termination, cancellation or expiration of the license(s) granted hereunder, shall survive termination, cancellation, or expiration of such license(s).

19. Choice of Law

These Terms and Conditions shall be governed exclusively by, and construed exclusively in accordance with, the laws of the State of Delaware in the United States, without regarding to its conflict of laws provisions. These Terms and Conditions will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

20. Jurisdiction; Venue

The federal courts of the United States in Delaware shall have exclusive jurisdiction and venue to enforce these Terms and Conditions or to otherwise adjudicate any dispute arising out of, or relating to, these Terms and Conditions and any license granted hereunder. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of forum non conveniens or otherwise.

21. Waiver of Jury Trial

Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to these Terms and Conditions or any license granted hereunder.

22. Headings

The section headings contained in these Terms and Conditions are for reference purposes only and shall not in any way control the meaning or interpretation of these Terms and Conditions.

23. Modification

Pitch Gauge® may at any time modify these Terms and Conditions and your continued access of this Web site, the Services or other use of this Web site will be conditioned upon the Terms and Conditions in force at the time of your use. It is your responsibility to review these Terms and Conditions periodically for any changes or modifications, as there will be no individual notices to users regarding such changes or modifications. Users may check for new versions of these Terms and Conditions by checking www.PitchGauge.com. Your continued use of any of the Services constitutes an affirmative acknowledgment by you of these Terms and Conditions including any subsequent modifications made to them and your agreement to abide and be bound by them.

24. Entire Agreement

These Terms and Conditions, the Pitch Gauge® Privacy Policy, and any terms and conditions incorporated herein or referred to herein, constitute the entire agreement between the parties as to its subject matter, and supersede all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this agreement. Except as contemplated to the contrary herein or in any other documents incorporated herein or referred to herein, no modifications, amendment, or waiver of any provisions of these Terms and Conditions shall be effective unless in writing and executed by the party against whom the modification, amendment, or waiver is to be asserted.

26. Return Policy

Services rendered are not returnable.

27. Refund Policy

Services are non-refundable.

28. Cancellation Policy

Cancellation of accounts with us is permissible at any time with no additional fees.