

MYPITCHLY

TERMS AND CONDITIONS OF SERVICE

Version 2.0 | Effective Date: June 1, 2026

Governing Law: Republic of South Africa (POPIA) | Delaware (USA) | EU (GDPR)

NOTICE: THESE TERMS CONTAIN A MANDATORY ARBITRATION CLAUSE, A CLASS ACTION WAIVER, AND A ONE-YEAR LIMITATION PERIOD. PLEASE READ CAREFULLY BEFORE USING THIS PLATFORM.

TABLE OF CONTENTS

PART A – INTRODUCTION AND ACCEPTANCE
PART B – DEFINITIONS AND SCOPE
PART C – ACCOUNT CREATION, IDENTITY & VERIFICATION
PART D – BACKGROUND CHECKS & MIE INTEGRATION
PART E – PLATFORM AS INTERMEDIARY (THE LINKEDIN SHIELD)
PART F – VIDEO CONTENT OWNERSHIP & LICENSING (THE TIKTOK SHIELD)
PART G – GENERATIVE AI AND MACHINE LEARNING
PART H – ACCEPTABLE USE & ANTI-SCRAPING POLICY
PART I – RECRUITER & EMPLOYER SPECIFIC OBLIGATIONS
PART J – SUBSCRIPTIONS, PAYMENTS & BILLING
PART K – INTELLECTUAL PROPERTY AND DMCA
PART L – PRIVACY, DATA GOVERNANCE & BIOMETRICS
PART M – DISCLAIMERS OF WARRANTIES
PART N – LIMITATION OF LIABILITY
PART O – INDEMNIFICATION
PART P – DISPUTE RESOLUTION, ARBITRATION & CLASS ACTION WAIVER
PART Q – ACCOUNT SUSPENSION, TERMINATION & APPEALS
PART R – MODIFICATIONS, SEVERABILITY & MISCELLANEOUS
PART S – JURISDICTION-SPECIFIC ADDENDA
PART T – DEFINITIONS GLOSSARY

PART A – INTRODUCTION AND ACCEPTANCE

A.1 Welcome to MyPitchly

Welcome to MyPitchly ("Platform"), a video-first professional networking and recruitment platform that merges the engagement mechanics of short-form video with the professional utility of a recruitment marketplace. These Terms and Conditions of Service ("Terms") constitute a legally binding agreement between you and MyPitchly (Pty) Ltd, a company incorporated under the laws of the Republic of South Africa, and its parent, subsidiaries, affiliates, successors, and assigns (collectively, "MyPitchly," "we," "us," or "our").

A.2 Acceptance of Terms

BY ACCESSING, DOWNLOADING, INSTALLING, REGISTERING FOR, OR OTHERWISE USING THE PLATFORM IN ANY MANNER WHATSOEVER, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS. If you do not agree, you must immediately cease all use of the Platform and delete any installed applications.

If you are agreeing to these Terms on behalf of a company, organisation, government entity, or other legal entity, you represent and warrant that you have authority to bind that entity to these Terms, in which case "you" and "your" shall refer to that entity.

A.3 Age Restriction

You must be at least eighteen (18) years of age to use the Platform. MyPitchly is intended solely for use in connection with lawful employment and professional networking. The Platform is not directed at or designed for use by minors under any circumstances. By using the Platform, you represent and warrant that you are 18 or older. If we become aware that a user is under 18, we will immediately suspend or terminate the account without notice.

A.4 Incorporated Documents

These Terms incorporate by reference the following policies, which form an integral part of this agreement:

- Privacy Policy
- Community Standards Policy
- Recruiter Code of Conduct
- Cookie Policy
- DMCA / Copyright Takedown Policy
- Background Check Consent & FCRA / POPIA Disclosure
- Subscription & Billing Policy

In the event of any conflict between a supplemental policy and these Terms, these Terms shall prevail unless the supplemental policy expressly states otherwise.

In Short: By using MyPitchly, you are bound by a full suite of policies. Read them all.

PART B – DEFINITIONS AND SCOPE

B.1 Defined Terms

The following capitalised terms have the meanings set out below wherever they appear in these Terms:

- **"Platform"** means the MyPitchly applications (mobile and web), websites, APIs, software, browser extensions, and all related features, technologies, and services.
- **"Candidate"** means any natural person who registers on the Platform for the purpose of seeking employment, internship, freelance engagement, or any other professional opportunity.
- **"Recruiter"** means any natural person, company, organisation, or staffing agency that registers on the Platform for the purpose of sourcing, screening, or hiring Candidates.
- **"User"** means any individual who accesses or uses the Platform, whether as a Candidate, Recruiter, or guest.
- **"60-Second Pitch"** means the short-form video introduction of up to sixty (60) seconds in duration that a Candidate records or uploads to the Platform to present their professional profile.
- **"User Content"** means all text, video, images, audio, data, resumes, CVs, documents, links, and any other material submitted, uploaded, posted, or transmitted to the Platform by a User.
- **"MIE"** means Managed Integrity Evaluation (Pty) Ltd, or any successor or substitute background-screening provider appointed by MyPitchly from time to time.
- **"MIE Verification"** means the process by which MIE or a similar third-party provider performs criminal record, employment history, educational qualification, identity, credit, and/or other background checks on a Candidate.
- **"Background Check Data"** means all data, reports, results, and derivatives generated by or in connection with any MIE Verification or similar screening exercise.
- **"Government ID"** means any government-issued identity document including, without limitation, a national identity card, passport, driver's licence, or any equivalent document.
- **"Biometric Data"** means data derived from specific technical processing relating to the physical, physiological, or behavioural characteristics of a natural person, including facial geometry derived from video recordings.
- **"Generative AI Output"** means any text, image, audio, video, code, or other content generated by an artificial intelligence model operated by or integrated into the Platform, including but not limited to transcriptions, summaries, job-matching recommendations, and AI-drafted messages.
- **"Algorithmic Matching"** means the automated process by which MyPitchly's proprietary software and machine-learning models analyse Candidate profiles and Recruiter requirements to produce ranked recommendations.
- **"Intellectual Property"** means all patents, copyrights, trademarks, trade secrets, database rights, know-how, moral rights, and any other intellectual or industrial property rights anywhere in the world, whether registered or unregistered.
- **"Personal Information"** means any information relating to an identified or identifiable natural person, as further defined in applicable data protection law.
- **"Processing"** means any operation or set of operations performed on Personal Information, including collection, storage, use, disclosure, erasure, or destruction.
- **"Data Controller"** means a party that, alone or jointly with others, determines the purposes and means of the Processing of Personal Information.
- **"Data Processor"** means a party that Processes Personal Information on behalf of a Data Controller.
- **"Adverse Action"** means any decision by a Recruiter not to hire, not to interview, to rescind an offer, or to otherwise deny an employment opportunity to a Candidate, whether or not that decision is based in whole or in part on Background Check Data.
- **"FCRA"** means the US Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.

- **"POPIA"** means the Protection of Personal Information Act 4 of 2013 of the Republic of South Africa.
- **"GDPR"** means the EU General Data Protection Regulation 2016/679 and/or the UK GDPR.
- **"BIPA"** means the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq.
- **"Force Majeure Event"** means any event beyond MyPitchly's reasonable control, including but not limited to acts of God, war, terrorism, pandemics, cyberattacks, internet outages, utility failures, governmental action, or third-party service failures.
- **"Subscription"** means any paid plan, tier, credit bundle, or feature add-on purchased by a User.
- **"Confidential Information"** means any non-public information disclosed by one party to the other that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

B.2 Bifurcation of Users

MyPitchly recognises two (2) primary categories of User: Candidates and Recruiters. These categories are legally distinct. Different rights, obligations, restrictions, and data-processing activities apply to each category. A single individual may hold accounts in both categories, but each account is governed independently. By selecting a User category during registration, you represent and warrant that you qualify for that category.

B.3 Geographic Scope

The Platform is available globally, subject to compliance with applicable local laws. Users in jurisdictions where access to the Platform is restricted by law are prohibited from using the Platform. MyPitchly makes no representation that the Platform or its content is appropriate or available for use in every jurisdiction. Users access the Platform at their own initiative and are solely responsible for compliance with local laws.

PART C – ACCOUNT CREATION, IDENTITY AND VERIFICATION

C.1 Registration Requirements

To access the full functionality of the Platform, you must create a registered account. You agree to provide accurate, current, and complete information during the registration process and to update such information as necessary to keep it accurate. MyPitchly reserves the right to reject any registration application at its sole discretion, without being required to give reasons.

C.2 The Meta Standard – Real Identity Mandate

MyPitchly operates a strict real-identity policy. You must:

- Register under your full legal name as it appears on an official government-issued document.
- Use a profile photograph that is a genuine, recent, unedited image of your own face.
- Provide accurate employment history, qualifications, and professional credentials.
- Disclose any conflict of interest if you are a Recruiter acting on behalf of an employer with which you have a personal relationship.

The following are expressly prohibited and constitute material breaches of these Terms:

- Using a pseudonym, alias, stage name, or any name other than your legal name.
- Using an avatar, cartoon, AI-generated portrait, stock image, or any image that is not a real photograph of you.
- Using deepfake technology, synthetic media, AI voice-cloning, or any other technology to misrepresent your appearance, voice, or identity in a 60-Second Pitch or any other User Content.
- Impersonating any other person, company, government body, or public figure.
- Misrepresenting your qualifications, credentials, work history, or professional affiliations.
- Creating a profile to represent a fictitious company, shell entity, or front organisation.

C.3 One-Account Policy

Each User may maintain only one (1) Candidate account and one (1) Recruiter account. The creation of duplicate accounts, burner profiles, test accounts, or accounts for the purpose of evading a previous suspension or ban is strictly prohibited. MyPitchly reserves the right to merge, suspend, or permanently delete duplicate accounts without notice.

C.4 Account Security and Credentials

You are solely responsible for maintaining the confidentiality of your account credentials, including your password and any two-factor authentication codes. You agree to:

- Use a strong, unique password that you do not reuse across other services.
- Enable two-factor authentication where offered.
- Immediately notify MyPitchly at security@mypitchly.com if you suspect any unauthorised access to or use of your account.
- Not share your account credentials with any third party, including colleagues, assistants, or family members.

MyPitchly will not be liable for any loss or damage arising from your failure to comply with these security obligations. You are liable for all activity that occurs under your account, whether or not you authorised it, unless the activity was caused solely by our own gross negligence or wilful misconduct.

C.5 Government ID Capture and Biometric Data

To obtain Verified Status on the Platform, Candidates may be required to upload a Government ID and, in some jurisdictions, submit to a liveness check that captures Biometric Data.

C.5.1 Voluntariness and Consequence

Submission of a Government ID is voluntary but is required to unlock the following features: Verified Profile Badge, Premium Recruiter Visibility, MIE Background Check Initiation, and Direct Recruiter Messaging. You may use the Platform in a limited capacity without providing a Government ID.

C.5.2 Biometric Consent (BIPA and Similar Laws)

If you are located in a jurisdiction with biometric privacy laws (including but not limited to Illinois, Texas, Washington, and the EU), by submitting your Government ID or undergoing a liveness check, you expressly consent to:

- The collection, storage, and use of your Biometric Data for identity verification purposes.
- The retention of your Biometric Data for a period not to exceed three (3) years from the date of last use, or as otherwise required by applicable law.
- The disclosure of your Biometric Data to authorised third-party identity verification providers under confidentiality obligations equivalent to those described herein.

You understand that you may withdraw this consent at any time by submitting a deletion request to privacy@mypitchly.com, subject to our legal obligations to retain data.

C.5.3 Encryption and Interception Waiver

Your Government ID and Biometric Data are encrypted in transit using TLS 1.3 or higher and at rest using AES-256 encryption. Notwithstanding these measures, no system is completely secure. BY SUBMITTING YOUR GOVERNMENT ID AND BIOMETRIC DATA, YOU ACKNOWLEDGE AND ACCEPT THE RESIDUAL RISK OF INTERCEPTION OR BREACH AND RELEASE MYPITCHLY FROM ALL LIABILITY ARISING FROM ANY SUCH INTERCEPTION OR BREACH, PROVIDED THAT WE HAVE IMPLEMENTED THE ENCRYPTION STANDARDS DESCRIBED HEREIN.

C.6 Continuous Verification and Re-Verification

MyPitchly reserves the right to re-verify your identity at any time and at periodic intervals by requesting updated Government ID documents, conducting new liveness checks, or triggering additional background screening. Failure to comply with a re-verification request within fourteen (14) calendar days will result in the suspension of Verified Status and may result in account suspension.

C.7 Minor Account Prevention

MyPitchly employs automated systems and human review to detect and remove accounts belonging to individuals under the age of 18. If you are aware of a minor using the Platform, please report it to safety@mypitchly.com immediately. MyPitchly is not liable for minors who fraudulently misrepresent their age to gain access to the Platform.

PART D – BACKGROUND CHECKS AND MIE INTEGRATION

D.1 Third-Party Disclaimer – MyPitchly Is Not a Consumer Reporting Agency

CRITICAL: MYPITCHLY IS NOT A CONSUMER REPORTING AGENCY AS DEFINED BY THE FCRA OR EQUIVALENT LEGISLATION. MYPITCHLY DOES NOT CONDUCT, PERFORM, COMPILE, OR EVALUATE BACKGROUND CHECKS. ALL BACKGROUND SCREENING IS PERFORMED EXCLUSIVELY BY MIE OR OTHER AUTHORISED THIRD-PARTY PROVIDERS. MYPITCHLY MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, TIMELINESS, LEGALITY, OR FITNESS FOR PURPOSE OF ANY BACKGROUND CHECK DATA.

MyPitchly's role is limited to: (a) facilitating the transmission of Candidate-provided data to MIE for processing; (b) displaying the verification status (pass/fail/pending) returned by MIE; and (c) providing a technological interface between Candidates, Recruiters, and MIE. MyPitchly does not interpret, adjudicate, or make employment-related decisions based on Background Check Data.

D.2 Candidate Consent to Background Checks

By initiating or consenting to a background check through the Platform, you (the Candidate) expressly:

- Authorise MyPitchly and MIE to collect, process, and share your Personal Information and Government ID for the purpose of conducting criminal record checks, employment verification, educational qualification verification, credit checks, professional licence verification, identity verification, and any other checks offered by MIE.
- Acknowledge that you have read and understood the separate Background Check Consent Form, FCRA Summary of Rights (for US Candidates), and any equivalent disclosure required under POPIA, GDPR, or other applicable law.
- Acknowledge that background check results may be made available to Recruiters who have purchased access to verified profiles on the Platform.
- Acknowledge that a negative background check result does not automatically disqualify you from all opportunities on the Platform, and that Recruiters make their own independent hiring decisions.

D.3 Adverse Action – Recruiter Obligation

ADVERSE ACTION NOTICE REQUIREMENT: UNDER THE FCRA (USA), POPIA (SOUTH AFRICA), GDPR (EU/UK), AND ANALOGOUS LEGISLATION IN OTHER JURISDICTIONS, IF A RECRUITER TAKES ADVERSE ACTION AGAINST A CANDIDATE BASED IN WHOLE OR IN PART ON BACKGROUND CHECK DATA, THE RECRUITER—NOT MYPITCHLY—BEARS THE SOLE AND EXCLUSIVE LEGAL OBLIGATION TO: (A) NOTIFY THE CANDIDATE OF THE ADVERSE ACTION; (B) PROVIDE THE CANDIDATE WITH A COPY OF THE BACKGROUND CHECK DATA; (C) PROVIDE THE CANDIDATE WITH A DESCRIPTION OF THEIR RIGHTS UNDER APPLICABLE LAW; AND (D) ALLOW THE CANDIDATE A REASONABLE PERIOD TO DISPUTE INACCURATE INFORMATION. MYPITCHLY ACCEPTS NO LIABILITY WHATSOEVER FOR A RECRUITER'S FAILURE TO COMPLY WITH THESE OBLIGATIONS.

By accepting these Terms, each Recruiter acknowledges and accepts full and exclusive responsibility for compliance with all Adverse Action notification requirements applicable in their jurisdiction. Recruiters agree to defend, indemnify, and hold MyPitchly harmless from any claim, penalty, or proceeding arising from the Recruiter's failure to provide adequate Adverse Action notices.

D.4 Limitation on Use of Background Check Data

Recruiters may use Background Check Data solely for the purpose of evaluating a specific Candidate for a specific, bona fide employment opportunity listed on the Platform. The following uses are expressly prohibited:

- Using Background Check Data to evaluate a Candidate for a position not listed on the Platform.

- Sharing, selling, licensing, sublicensing, or otherwise disclosing Background Check Data to any third party not directly involved in the relevant hiring decision.
- Retaining Background Check Data beyond the period reasonably necessary for the hiring decision in question.
- Using Background Check Data for any marketing, profiling, credit, insurance, or non-employment-related purpose.
- Using Background Check Data to compile dossiers on individuals or to create databases of job seekers outside the Platform.

D.5 False Positive and Dispute Resolution

MIE may return inaccurate, incomplete, or out-of-date information. MyPitchly has no ability to correct, update, or dispute Background Check Data on behalf of any Candidate. Candidates who believe their Background Check Data contains an error must:

- Contact MIE directly using the dispute resolution contact details provided in the Background Check Consent Form.
- Follow MIE's internal dispute resolution process.
- Contact the relevant credit bureau or government authority if the error originates from an external database.

MyPitchly will facilitate communication between a Candidate and MIE where reasonably practicable but accepts no liability for the outcome of any such dispute.

D.6 No Warranty of Accuracy

MYPITCHLY EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, OR RELIABILITY OF BACKGROUND CHECK DATA. MYPITCHLY SHALL NOT BE LIABLE FOR ANY DECISION MADE, OR HARM SUFFERED, AS A RESULT OF RELIANCE ON BACKGROUND CHECK DATA, WHETHER BY A CANDIDATE OR A RECRUITER.

D.7 Consent to Continuous and Periodic Re-Screening

By consenting to a background check, Candidates also authorise MyPitchly to trigger periodic re-screening at intervals of no less than six (6) months during the period that the Candidate maintains an active Verified Profile. Candidates will be notified in advance of any re-screening and may withdraw consent by deleting their Verified Profile.

PART E – PLATFORM AS INTERMEDIARY (THE EMPLOYMENT SHIELD)

E.1 MyPitchly is Not an Employer

MYPITCHLY IS SOLELY A TECHNOLOGY INTERMEDIARY. WE ARE NOT AN EMPLOYER, JOINT EMPLOYER, STAFFING AGENCY, EMPLOYMENT AGENCY, RECRUITING FIRM, OR LABOUR BROKER. WE ARE NOT A PARTY TO ANY EMPLOYMENT, CONTRACTOR, CONSULTING, INTERNSHIP, OR OTHER WORK-RELATED AGREEMENT THAT MAY ARISE BETWEEN A CANDIDATE AND A RECRUITER. WE DO NOT CONTROL, DIRECT, OR SUPERVISE THE MANNER IN WHICH ANY CANDIDATE PERFORMS WORK FOR ANY RECRUITER OR EMPLOYER.

E.2 No Guarantee of Employment

MyPitchly makes no guarantee, representation, or warranty that:

- Any Candidate will receive an interview, job offer, or employment through the Platform.
- Any Recruiter's job posting reflects a genuine, available, legal, or well-remunerated position.
- The Recruiter has authority to make a hiring decision.
- Any salary ranges, benefits, or terms described in a job posting are accurate or will be honoured.
- Any employment opportunity found through the Platform is suitable for the Candidate's skills, qualifications, physical capabilities, or personal circumstances.

CANDIDATES USE THE PLATFORM ENTIRELY AT THEIR OWN RISK. MYPITCHLY SHALL NOT BE LIABLE FOR ANY LOST WAGES, LOST EMPLOYMENT OPPORTUNITIES, RELOCATION COSTS, OR ANY OTHER HARM ARISING FROM A CANDIDATE'S RELIANCE ON INFORMATION PROVIDED THROUGH THE PLATFORM.

E.3 No Vetting of Recruiters or Job Postings

MyPitchly does not:

- Verify the legal existence, financial solvency, or good standing of any company posting jobs on the Platform.
- Confirm that any Recruiter is an authorised representative of their stated employer.
- Verify that any job posting complies with applicable employment, labour, immigration, or equal opportunity laws.
- Guarantee that a Recruiter is not a scammer, fraudster, human trafficker, or otherwise bad actor.

CANDIDATES MUST CONDUCT THEIR OWN DUE DILIGENCE BEFORE ATTENDING INTERVIEWS, SHARING ADDITIONAL PERSONAL INFORMATION WITH A RECRUITER, ACCEPTING EMPLOYMENT OFFERS, OR PAYING ANY FEE IN CONNECTION WITH A JOB OPPORTUNITY. MYPITCHLY STRONGLY ADVISES CANDIDATES NEVER TO PAY A FEE TO A RECRUITER OR EMPLOYER IN CONNECTION WITH A JOB APPLICATION. LEGITIMATE EMPLOYERS DO NOT CHARGE CANDIDATES.

E.4 Independent Candidate Status

Candidates are not employees, agents, representatives, or contractors of MyPitchly. Nothing in these Terms creates or implies an employment relationship, agency relationship, partnership, or joint venture between a Candidate and MyPitchly. Candidates are solely responsible for their own income tax obligations, social security contributions, and compliance with labour laws in their jurisdiction.

E.5 Anti-Discrimination Obligations

MyPitchly expressly condemns discriminatory hiring practices. Recruiters agree that they shall not use the Platform, including the visual nature of 60-Second Pitches, to discriminate against Candidates on the basis of:

- Race, ethnicity, national origin, or colour.
- Sex, gender identity, gender expression, or sexual orientation.
- Age (with respect to individuals over the legally protected age threshold in the applicable jurisdiction).
- Disability, medical condition, or genetic information.
- Pregnancy, maternity, or parental status.
- Religion, belief, or political opinion.
- Marital or civil partnership status.
- Any other characteristic protected by applicable anti-discrimination, equal opportunity, or employment equity legislation.

Any Recruiter found to have engaged in discriminatory practices in violation of this clause will be immediately suspended from the Platform and will be solely liable for any resulting claims, fines, or damages. MyPitchly will co-operate with law enforcement and regulatory authorities investigating discriminatory conduct by Recruiters.

E.6 Safe Interaction Guidelines

MyPitchly recommends the following safety practices when interacting with other Users:

- Meet prospective employers in professional, public settings for initial interviews.
- Do not provide bank account details, government ID numbers, or tax identification numbers to a Recruiter through the Platform messaging system.
- Report suspicious job postings, unsolicited requests for money, or inappropriate communications immediately using the in-platform reporting tools.

Notwithstanding these recommendations, MyPitchly does not guarantee your safety in any interaction with a third party facilitated through the Platform.

PART F – VIDEO CONTENT OWNERSHIP AND LICENSING (THE CONTENT SHIELD)

F.1 Candidate Ownership of User Content

Subject to the licence granted in Section F.2, you retain all ownership rights in and to your User Content, including your 60-Second Pitches, resume, profile text, and other materials you create and upload. Nothing in these Terms constitutes a transfer or assignment of your Intellectual Property rights to MyPitchly.

F.2 The Licence You Grant MyPitchly

By uploading, creating, recording, transmitting, or otherwise making available any User Content on or through the Platform, you hereby grant MyPitchly a:

- Non-exclusive, but broad in scope
- Perpetual (surviving your account deletion, subject to Section Q.3)
- Irrevocable (not revocable once content has been used in any permitted manner)
- Royalty-free (no compensation is owed to you)
- Worldwide (applicable in every jurisdiction)
- Sub-licensable (MyPitchly may grant sub-licences to service providers, partners, and successors)
- Transferable (MyPitchly may assign this licence in the event of a merger, acquisition, or asset sale)

...licence to use, host, store, cache, reproduce, adapt, compress, transcode, crop, resize, watermark, caption, translate, publicly display, publicly perform, distribute, syndicate, market, promote, index, archive, and create derivative works of your User Content, in any media format and through any media channel, for the purpose of:

- Operating, maintaining, and improving the Platform.
- Displaying your 60-Second Pitch to verified Recruiters and other Users.
- Generating automated transcripts, captions, and summaries of your 60-Second Pitch.
- Training, testing, validating, and improving MyPitchly's Algorithmic Matching models and other machine-learning systems (see Part G).
- Promoting the Platform through marketing materials, case studies, press releases, social media, and advertising, subject to your privacy settings.
- Complying with legal obligations, court orders, or regulatory requirements.

You acknowledge that this licence is necessary for MyPitchly to operate the Platform and that without this licence, MyPitchly could not provide its services.

F.3 Algorithmic Training Consent (Explicit AI Consent)

You expressly and unambiguously consent to MyPitchly using your User Content—including your 60-Second Pitch video, audio track, transcript, resume text, interaction data, and metadata—as training data for MyPitchly's proprietary artificial intelligence and machine-learning models. This consent covers:

- Video and audio feature extraction for candidate-matching algorithms.
- Natural language processing of resume and profile text.
- Behavioural data from Platform interactions (clicks, views, messages, applications) to train recommendation algorithms.
- Aggregated and de-identified data used for research, benchmarking, and model evaluation.

You acknowledge that this AI training use does not grant you any right or interest in the resulting models, and that MyPitchly owns all Intellectual Property rights in its AI models.

F.4 Third-Party Copyrighted Music and Material

STRICT PROHIBITION: YOU MAY NOT UPLOAD, INCLUDE, SYNCHRONISE, OR ASSOCIATE ANY THIRD-PARTY COPYRIGHTED MUSIC, SOUND RECORDINGS, COMPOSITIONS, IMAGES, VIDEO CLIPS, TRADEMARKS, OR OTHER PROTECTED MATERIAL IN YOUR 60-SECOND PITCH OR ANY OTHER USER CONTENT WITHOUT HAVING FIRST OBTAINED ALL NECESSARY LICENCES, CLEARANCES, AND PERMISSIONS FROM THE APPLICABLE RIGHTS HOLDERS.

MyPitchly provides a library of royalty-free, pre-cleared music tracks and sound effects that you may use in your 60-Second Pitch. Use of any material outside this library is at your sole risk.

F.5 Copyright Infringement Indemnity

If MyPitchly receives a valid copyright infringement claim, takedown notice, or legal proceeding arising from your use of third-party copyrighted material in your User Content, you agree to:

- Immediately take down or remove the infringing content upon MyPitchly's request.
- Defend MyPitchly against the infringement claim at your sole cost and expense.
- Indemnify MyPitchly for all damages, settlements, judgments, legal fees, court costs, and other expenses arising from the claim.
- Pay all statutory damages, including enhanced damages for wilful infringement, that may be awarded against MyPitchly as a result of your infringement.

This indemnity obligation survives the termination of your account and these Terms.

F.6 Deepfake, Synthetic Media, and AI-Generated Identity Prohibition

The following conduct constitutes a severe breach of these Terms and may constitute fraud under applicable criminal law:

- Recording a 60-Second Pitch using deepfake technology that alters, replaces, or synthesises the User's face or voice.
- Using AI voice-cloning or voice-synthesis tools to create an audio track that misrepresents the User's identity.
- Using a digital avatar, virtual influencer, or AI-generated character to represent oneself as a real person.
- Using any synthetic media technique to misrepresent the User's age, appearance, ethnicity, disability status, or any other characteristic.

MyPitchly employs automated detection systems to identify synthetic media. Users found to have submitted deepfake content will be permanently banned, their accounts will be referred to relevant law enforcement authorities, and MyPitchly reserves the right to pursue civil claims for damages.

F.7 Content Moderation Rights

MyPitchly reserves the right, at its sole and absolute discretion, to remove, restrict access to, blur, mute, caption, add warnings to, demonetise, or otherwise modify any User Content without prior notice if it determines that such content:

- Violates these Terms, the Community Standards Policy, or any applicable law.
- Is false, misleading, or deceptive.
- Infringes the Intellectual Property rights of any third party.
- Poses a reputational, legal, or regulatory risk to MyPitchly.
- Is the subject of a valid DMCA or equivalent takedown notice.

Content moderation decisions may be made by automated systems or human reviewers. MyPitchly does not guarantee the accuracy or consistency of content moderation decisions. An appeals process is available at trust@mypitchly.com.

PART G – GENERATIVE AI AND MACHINE LEARNING

G.1 AI-Powered Features

MyPitchly uses generative AI, natural language processing, computer vision, and other machine-learning technologies to provide features including, but not limited to: automated video transcription, resume parsing, job-match scoring, AI-drafted recruiter outreach messages, salary benchmarking suggestions, and candidate ranking. These features are provided as a convenience and are subject to the disclaimers in this Part G.

G.2 'As Is' AI Output – No Warranty of Accuracy

ALL GENERATIVE AI OUTPUT IS PROVIDED 'AS IS,' WITHOUT ANY WARRANTY OF ACCURACY, COMPLETENESS, APPROPRIATENESS, OR FITNESS FOR ANY PURPOSE. MYPITCHLY DOES NOT WARRANT THAT AI-GENERATED TRANSCRIPTIONS, SUMMARIES, JOB MATCHES, SALARY ESTIMATES, OR OTHER OUTPUT ARE FREE FROM ERRORS, HALLUCINATIONS, BIAS, OR OMISSIONS.

AI models, including large language models and computer vision models, are known to produce outputs that are factually incorrect, misleading, or inconsistent. Such outputs are referred to in the industry as 'hallucinations.' MyPitchly is not responsible for any harm arising from such hallucinations.

G.3 User Responsibility for AI Output

You are solely responsible for:

- Reviewing and verifying all AI-generated content before publishing it to your profile, sending it to a Recruiter, or relying upon it in any context.
- Ensuring that any AI-drafted message, cover letter, or profile summary accurately and truthfully represents your qualifications and experience.
- Any harm caused by your publication or distribution of inaccurate AI-generated content without first verifying its accuracy.

MyPitchly shall not be liable for any professional, financial, reputational, or other harm arising from your reliance on AI-generated Output without independent verification.

G.4 No Contractual Weight of AI Output

No Generative AI Output constitutes legal advice, financial advice, employment advice, or any other form of professional advice. No AI-generated communication creates, modifies, or varies any contractual obligation between you and MyPitchly or between you and any other User.

G.5 Bias and Fair Use Acknowledgement

You acknowledge that AI systems may produce outputs that reflect statistical biases present in training data. MyPitchly takes reasonable steps to audit and mitigate bias in its AI systems but cannot guarantee that all bias has been eliminated. If you believe you have been adversely affected by a biased AI recommendation, you may report this to fairness@mypitchly.com.

G.6 Prohibited Uses of AI Features

The following uses of MyPitchly's AI features are strictly prohibited:

- Using AI features to generate fraudulent or fabricated work history, qualifications, or references.
- Using AI features to impersonate another person.
- Using AI features to generate spam, mass unsolicited messages, or deceptive communications.
- Attempting to extract, reverse-engineer, or copy MyPitchly's AI models, weights, or training data.

- Using AI features in a manner that violates any applicable AI governance regulation.

PART H – ACCEPTABLE USE AND ANTI-SCRAPING POLICY

H.1 General Standards of Conduct

By using the Platform, you agree to conduct yourself in a professional, lawful, and ethical manner at all times. You represent and warrant that you will not use the Platform to:

- Violate any applicable local, provincial, national, or international law or regulation.
- Engage in fraud, deception, impersonation, or any form of misrepresentation.
- Harm, harass, stalk, threaten, bully, defame, or engage in any form of abuse towards any other User, MyPitchly employee, or third party.
- Engage in discrimination on the basis of any protected characteristic.
- Promote, facilitate, or engage in human trafficking, forced labour, child labour, or any form of modern slavery.
- Solicit, recruit, or poach MyPitchly's employees or contractors.
- Use the Platform to conduct competitor intelligence gathering or to build a competing product or service.

H.2 Anti-Scraping, Anti-Crawling, and Data Extraction Prohibition

ANTI-SCRAPING POLICY: THE FOLLOWING ACTIVITIES ARE STRICTLY AND UNCONDITIONALLY PROHIBITED AND CONSTITUTE BOTH A MATERIAL BREACH OF THESE TERMS AND A VIOLATION OF APPLICABLE COMPUTER CRIME, INTELLECTUAL PROPERTY, AND DATA PROTECTION LAW:

- Crawling, scraping, indexing, harvesting, or extracting any data, content, video, image, contact information, job posting, company information, or other information from the Platform by any automated means, including bots, spiders, scrapers, headless browsers, or similar tools.
- Using any robot, spider, crawler, scraper, or other automated means to access the Platform or extract content without MyPitchly's prior express written consent.
- Bypassing, circumventing, or attempting to overcome any rate limiting, access controls, CAPTCHAs, robots.txt directives, or other technical measures implemented by MyPitchly to prevent unauthorised access.
- Creating databases, lists, directories, or indexes of Users, job postings, or Platform content for any commercial or non-commercial purpose without MyPitchly's written authorisation.
- Downloading bulk candidate profiles, videos, contact details, or background check statuses.
- Using browser automation tools such as Selenium, Puppeteer, Playwright, or similar tools to interact with the Platform in any manner not expressly authorised.
- Framing, mirroring, hot-linking, or embedding Platform content on any external website without authorisation.

MyPitchly reserves the right to immediately suspend or terminate the account of any User suspected of scraping, institute legal proceedings for injunctive relief and damages, and report the activity to law enforcement authorities.

H.3 Prohibited Content – Absolute Bans

The following types of content are absolutely prohibited on the Platform, regardless of context, intent, or claimed artistic merit:

- Sexually explicit content, nudity, or content that sexualises or demeans any individual.
- Child sexual abuse material (CSAM) or any content that sexualises minors.
- Graphic violence, gore, or content that glorifies, promotes, or incites violence.

- Hate speech: content that promotes or glorifies discrimination, hatred, or violence against any individual or group based on a protected characteristic.
- Terrorist or extremist content, including content that promotes, glorifies, or facilitates terrorism, genocide, or mass violence.
- Disinformation and deliberate falsehoods designed to deceive other Users.
- Content that facilitates or promotes illegal activities, including drug trafficking, money laundering, or cybercrime.
- Multi-level marketing (MLM) schemes, pyramid schemes, Ponzi schemes, or fraudulent investment opportunities presented as job opportunities.
- Unsolicited advertising or spam, including mass messaging of Users with promotional content.
- Content containing malware, ransomware, trojans, keyloggers, phishing links, or any other malicious code.
- Content that violates any third party's privacy rights, including non-consensual intimate images ('revenge porn').

H.4 Platform Security Prohibitions

You may not:

- Attempt to gain unauthorised access to any portion of the Platform, its infrastructure, or its databases.
- Conduct penetration testing, vulnerability scanning, or any security testing on the Platform without prior written authorisation from MyPitchly's security team.
- Interfere with or disrupt the integrity or performance of the Platform, including through distributed denial-of-service (DDoS) attacks, SQL injection, cross-site scripting (XSS), or any other cyberattack technique.
- Reverse-engineer, decompile, disassemble, or attempt to extract source code from any part of the Platform.
- Upload or introduce any software that tracks, monitors, or compromises the devices of other Users.
- Exploit bugs, errors, or vulnerabilities in the Platform. Suspected vulnerabilities must be reported responsibly to security@mypitchly.com.

H.5 Reporting Violations

If you become aware of any violation of these Acceptable Use standards, you are encouraged to report it promptly using the in-platform reporting functionality or by emailing trust@mypitchly.com. MyPitchly will investigate reports in good faith but does not guarantee any particular outcome.

PART I – RECRUITER AND EMPLOYER-SPECIFIC OBLIGATIONS

I.1 Recruiter Account Eligibility

Recruiter accounts are available only to:

- Registered companies and organisations with a valid business registration number.
- Individual recruiters or headhunters acting under authority granted by a registered company.
- Staffing agencies licensed to operate under applicable employment law.

By opening a Recruiter account, you represent and warrant that you are authorised to recruit on behalf of the stated employer and that you are not acting in bad faith to harvest Candidate data.

I.2 Recruiter as Data Controller

DATA CONTROLLER STATUS: ONCE A RECRUITER ACCESSES, VIEWS, DOWNLOADS, OR OTHERWISE RECEIVES ANY CANDIDATE DATA (INCLUDING VIDEO PITCHES, RESUMES, BACKGROUND CHECK RESULTS, OR CONTACT INFORMATION) THROUGH THE PLATFORM, THAT RECRUITER BECOMES AN INDEPENDENT DATA CONTROLLER OF SUCH DATA UNDER POPIA, GDPR, AND APPLICABLE DATA PROTECTION LAW. THE RECRUITER ACCEPTS SOLE AND FULL RESPONSIBILITY FOR COMPLIANCE WITH ALL APPLICABLE DATA PROTECTION OBLIGATIONS, INCLUDING LAWFUL BASIS FOR PROCESSING, DATA MINIMISATION, ACCURACY, STORAGE LIMITATION, SECURITY, AND DATA SUBJECT RIGHTS.

MyPitchly is not jointly responsible for, and expressly disclaims liability for, any data breach, data misuse, or regulatory penalty arising from a Recruiter's handling of Candidate data after it has been accessed through the Platform.

I.3 Prohibition on Off-Platform Distribution of Candidate Videos

Recruiters expressly agree that they will NOT:

- Download, export, copy, or duplicate Candidate 60-Second Pitches or any other Candidate video content from the Platform.
- Upload, share, post, or distribute Candidate videos on any external platform, including but not limited to YouTube, TikTok, LinkedIn, Twitter/X, Instagram, Facebook, WhatsApp, or any other website or application.
- Use Candidate videos for any purpose other than evaluating the Candidate for a bona fide employment opportunity.
- Share Candidate videos with colleagues or third parties not directly involved in the relevant hiring decision without the Candidate's express consent.
- Use Candidate videos to mock, ridicule, shame, or otherwise harm a Candidate's personal or professional reputation.

Violation of this clause constitutes a breach of these Terms and may constitute infringement of the Candidate's Intellectual Property rights, privacy rights, and/or personality rights. MyPitchly will immediately suspend the offending Recruiter's account and reserves the right to pursue injunctive relief and damages.

I.4 Authentic Job Postings

Recruiters must ensure that all job postings are genuine, lawful, and accurately describe available positions. Recruiters may not post:

- Phantom or fictitious job listings designed to harvest Candidate data.
- Job listings that are perpetually open with no intention to hire.
- Job listings that require Candidates to pay a fee, purchase equipment, or invest money as a condition of employment.

- Job listings that misrepresent the salary, location, work conditions, or any other material term of employment.
- Job listings for roles that are illegal under applicable labour, immigration, or employment law.
- Job listings for commission-only or unpaid roles without clear and conspicuous disclosure.

I.5 Recruiter Code of Conduct

Recruiters agree to comply with MyPitchly's Recruiter Code of Conduct, which is incorporated into these Terms by reference. Violations of the Code of Conduct may result in account suspension, permanent banning, and legal proceedings.

PART J – SUBSCRIPTIONS, PAYMENTS, AND BILLING

J.1 Subscription Tiers

MyPitchly offers both free and paid subscription tiers. Features available under each tier are described on our Pricing page. MyPitchly reserves the right to modify the features included in any tier at any time upon thirty (30) days' notice.

J.2 Payment Terms

All subscription fees are quoted exclusive of applicable taxes (including VAT, GST, or sales tax), unless otherwise stated. You authorize MyPitchly to charge your designated payment method for all applicable fees on the billing date. If payment fails, MyPitchly may downgrade your account to the free tier, suspend access to paid features, and/or re-attempt payment.

J.3 Auto-Renewal

Subscriptions renew automatically at the end of each billing period (monthly or annual) unless cancelled at least 24 hours before the renewal date. It is your sole responsibility to cancel before the renewal date if you do not wish to be charged. MyPitchly will send a reminder email before annual renewals.

J.4 Non-Refundable Policy

SUBSCRIPTION FEES ARE NON-REFUNDABLE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. NO REFUNDS OR CREDITS WILL BE PROVIDED FOR PARTIAL USE OF A BILLING PERIOD, FOR UNUSED FEATURES, OR FOR ACCOUNT SUSPENSION OR TERMINATION DUE TO VIOLATION OF THESE TERMS. IF YOU ARE LOCATED IN A JURISDICTION WITH MANDATORY CONSUMER REFUND RIGHTS (SUCH AS THE EU OR UK), THOSE RIGHTS ARE NOT AFFECTED.

J.5 Price Changes

MyPitchly reserves the right to change subscription pricing at any time. Price changes will be communicated to you at least thirty (30) days in advance. Your continued use of the paid tier after the effective date of a price change constitutes your acceptance of the new pricing.

J.6 Taxes

You are solely responsible for all applicable taxes on your use of the Platform. Where MyPitchly is required by law to collect taxes, such taxes will be added to your invoice.

PART K – INTELLECTUAL PROPERTY AND DMCA POLICY

K.1 MyPitchly's Intellectual Property

The Platform, including all software, code, design, trademarks, logos, trade names, service marks, trade dress, algorithms, databases, and all other Intellectual Property embodied in or accessible through the Platform, are owned by or licensed to MyPitchly and are protected by applicable intellectual property law. No right, title, or interest in MyPitchly's Intellectual Property is granted to you except as expressly set out in these Terms.

The MyPitchly name, logo, and all related branding are registered or unregistered trademarks of MyPitchly. You may not use these marks without prior written consent.

K.2 DMCA / Copyright Takedown Procedure

MyPitchly respects the Intellectual Property rights of third parties and complies with the Digital Millennium Copyright Act (DMCA) and equivalent legislation. If you believe that User Content on the Platform infringes your copyright, please submit a compliant takedown notice to:

MyPitchly DMCA Agent: dmca@mypitchly.com

A valid takedown notice must include: (a) identification of the copyrighted work; (b) identification of the infringing material and its location on the Platform; (c) your contact information; (d) a statement that you have a good faith belief the use is not authorised; (e) a statement under penalty of perjury that the information is accurate and you are the rights holder or their authorised agent; and (f) your electronic or physical signature.

K.3 Repeat Infringer Policy

MyPitchly will terminate the accounts of Users who are determined to be repeat infringers of Intellectual Property rights under applicable law.

K.4 Counter-Notification

If you believe your content was wrongly removed pursuant to a takedown notice, you may submit a counter-notification to dmca@mypitchly.com in accordance with the DMCA. MyPitchly will process counter-notifications in good faith.

PART L – PRIVACY, DATA GOVERNANCE, AND BIOMETRICS

L.1 Privacy Policy

MyPitchly's collection, use, and sharing of Personal Information is governed by our Privacy Policy, available at mypitchly.com/privacy. The Privacy Policy is incorporated into these Terms by reference. By using the Platform, you consent to the data practices described in the Privacy Policy.

L.2 Special Categories of Data

Given the nature of the Platform, MyPitchly may process special categories of Personal Information as defined under applicable data protection law, including:

- Criminal record and background check data (via MIE).
- Biometric data (via ID document upload and liveness verification).
- Data revealing racial or ethnic origin (inherent in video content).
- Data concerning health or disability (where voluntarily disclosed by Users).

Such data is processed only where you have given explicit consent and where necessary for the performance of services on the Platform. You have the right to withdraw consent at any time, subject to legal retention obligations.

L.3 Cross-Border Data Transfers

MyPitchly operates globally and may transfer your Personal Information to countries outside your jurisdiction. Such transfers are made subject to appropriate safeguards, including standard contractual clauses, binding corporate rules, or other mechanisms approved by relevant data protection authorities. A list of countries to which we transfer data and the applicable safeguards is available in our Privacy Policy.

L.4 Data Subject Rights

Subject to applicable law, you have the right to:

- Access the Personal Information we hold about you.
- Rectify inaccurate Personal Information.
- Request erasure of your Personal Information ('right to be forgotten').
- Object to or restrict certain types of Processing.
- Data portability (receive your data in a machine-readable format).
- Withdraw consent where Processing is based on consent.
- Lodge a complaint with a supervisory authority (e.g., the South African Information Regulator, the UK ICO, or an EU DPA).

To exercise these rights, contact privacy@mypitchly.com. We will respond within the timeframe required by applicable law (typically 30 days).

L.5 No Sale of Personal Information

MyPitchly does not sell, rent, or lease your Personal Information (including your name, contact details, Government ID, or biometric data) to third-party advertisers. We may use aggregated, de-identified data for commercial purposes.

L.6 Data Retention

We retain your Personal Information for as long as your account is active, as necessary to provide the Services, or as required by law. Upon account deletion, we will delete or anonymise your Personal Information within

ninety (90) days, except where retention is required by law or legitimate business interests (e.g., fraud prevention, legal proceedings).

PART M – DISCLAIMERS OF WARRANTIES

THE PLATFORM IS PROVIDED 'AS IS' AND 'AS AVAILABLE,' WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MYPITCHLY, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING:

- ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.
- ANY WARRANTY THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS OR THAT ACCESS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
- ANY WARRANTY THAT THE RESULTS OBTAINED FROM USE OF THE PLATFORM WILL BE ACCURATE, RELIABLE, OR CURRENT.
- ANY WARRANTY REGARDING THE QUALITY, SUITABILITY, ACCURACY, OR COMPLETENESS OF ANY CONTENT, INFORMATION, OR MATERIAL OBTAINED THROUGH THE PLATFORM.
- ANY WARRANTY THAT DEFECTS IN THE PLATFORM WILL BE CORRECTED.
- ANY WARRANTY REGARDING THE ACCURACY OR RELIABILITY OF BACKGROUND CHECK DATA, AI OUTPUT, OR JOB MATCH RECOMMENDATIONS.
- ANY WARRANTY THAT THE PLATFORM IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. IN SUCH JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE MINIMUM EXTENT PERMITTED BY LAW.

PART N – LIMITATION OF LIABILITY

N.1 Exclusion of Consequential Damages

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MYPITCHLY, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SERVICE PROVIDERS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO: LOST PROFITS; LOST WAGES; MISSED EMPLOYMENT OPPORTUNITIES; LOSS OF DATA; LOSS OF GOODWILL; BUSINESS INTERRUPTION; COST OF SUBSTITUTE GOODS OR SERVICES; DAMAGE TO PROFESSIONAL REPUTATION; EMOTIONAL DISTRESS; OR ANY OTHER INTANGIBLE LOSS, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE PLATFORM, THESE TERMS, OR YOUR INTERACTIONS WITH OTHER USERS, EVEN IF MYPITCHLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

N.2 Aggregate Liability Cap

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MYPITCHLY'S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE PLATFORM SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT YOU HAVE PAID TO MYPITCHLY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) ONE HUNDRED SOUTH AFRICAN RAND (ZAR 100) / ONE HUNDRED US DOLLARS (USD \$100) / ONE HUNDRED EUROS (EUR €100), WHICHEVER IS APPLICABLE BASED ON YOUR JURISDICTION.

N.3 Force Majeure

MyPitchly shall not be liable for any failure or delay in performance resulting from a Force Majeure Event. In the event of a Force Majeure Event, MyPitchly will use commercially reasonable efforts to resume normal operations as quickly as practicable.

N.4 Essential Basis of the Bargain

You acknowledge that the limitations of liability in this Part N reflect a reasonable and fair allocation of risk between you and MyPitchly, that MyPitchly would not have entered into these Terms without these limitations, and that these limitations will apply regardless of whether a claim is based in contract, tort (including negligence), statute, strict liability, or any other legal theory.

N.5 Jurisdictional Limitations

Nothing in these Terms limits MyPitchly's liability for death or personal injury caused by gross negligence or wilful misconduct, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

PART O – INDEMNIFICATION

O.1 User Indemnity

To the maximum extent permitted by law, you agree to defend, indemnify, and hold harmless MyPitchly and its affiliates, subsidiaries, licensors, service providers, officers, directors, employees, contractors, agents, successors, and assigns ("MyPitchly Indemnitees") from and against any and all claims, demands, actions, proceedings, losses, liabilities, damages, judgments, settlements, penalties, fines, costs, and expenses (including reasonable legal fees, expert fees, and court costs) arising out of or relating to:

- Your breach of any provision of these Terms or any incorporated policy.
- Your violation of any applicable law, regulation, or third-party right, including Intellectual Property rights, privacy rights, and anti-discrimination laws.
- Your User Content, including any claim that your User Content infringes, misappropriates, or violates the rights of any third party.
- Any misrepresentation you make regarding your identity, qualifications, employment history, or credentials.
- Your use of Generative AI Output without independent verification.
- Any failure by you (as a Recruiter) to comply with Adverse Action notification requirements under applicable law.
- Your misuse of Background Check Data in breach of Section D.4.
- Any discrimination claims arising from your hiring or screening decisions.
- Your anti-competitive, scraping, or data extraction activities in breach of Section H.2.
- Your off-platform distribution of Candidate videos in breach of Section I.3.
- Your violation of any data protection law in connection with your role as a Data Controller.
- Any claim by a third party arising from your use of third-party copyrighted material in your User Content.
- Any personal injury or property damage caused by you to another User during an in-person meeting arranged through the Platform.

O.2 Indemnification Procedure

MyPitchly reserves the right to assume exclusive control over the defense or settlement of any claim subject to indemnification under these Terms. You agree to co-operate with MyPitchly in the defense of any such claim and not to settle any claim without MyPitchly's prior written consent. This indemnification obligation is in addition to, and not in lieu of, any other rights or remedies available to MyPitchly.

PART P – DISPUTE RESOLUTION, ARBITRATION, AND CLASS ACTION WAIVER

P.1 Informal Resolution First

Before initiating any formal legal proceeding, you agree to attempt to resolve any dispute with MyPitchly informally by contacting legal@mypitchly.com with a written description of your complaint. The parties will attempt to negotiate a resolution in good faith for a period of sixty (60) calendar days from the date of the initial written notice ("Informal Resolution Period"). Either party may initiate formal proceedings if no resolution is reached within the Informal Resolution Period.

P.2 Binding Arbitration

MANDATORY ARBITRATION: EXCEPT AS SET OUT IN SECTION P.5, ALL DISPUTES ARISING OUT OF OR RELATING TO THESE TERMS, THE PLATFORM, OR THE RELATIONSHIP BETWEEN YOU AND MYPITCHLY MUST BE RESOLVED EXCLUSIVELY THROUGH BINDING ARBITRATION, AND NOT IN A COURT OF LAW. YOU ARE WAIVING YOUR RIGHT TO HAVE DISPUTES DECIDED BY A JUDGE OR JURY. THIS ARBITRATION AGREEMENT IS GOVERNED BY THE ARBITRATION FOUNDATION OF SOUTHERN AFRICA (AFSA) RULES FOR DOMESTIC ARBITRATIONS, OR SUCH OTHER ARBITRATION RULES AS MYPITCHLY MAY DESIGNATE FOR USERS OUTSIDE SOUTH AFRICA.

The arbitration will be conducted by a single arbitrator appointed in accordance with the applicable rules. The arbitration will be conducted in English. The seat of arbitration will be Johannesburg, South Africa (for South African Users), or as otherwise agreed by the parties. The arbitrator's award will be final and binding and may be confirmed and enforced by any court of competent jurisdiction.

P.3 Class Action Waiver

CLASS ACTION WAIVER: YOU AND MYPITCHLY AGREE THAT EACH PARTY MAY ONLY BRING CLAIMS AGAINST THE OTHER IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION. THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED OR LITIGATED ON A CLASS BASIS OR CONSOLIDATED WITH ANY OTHER PROCEEDING INVOLVING CLAIMS OF ANY OTHER PARTY.

P.4 One-Year Limitation Period

STATUTE OF LIMITATIONS: TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE PLATFORM OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR FROM THE DATE ON WHICH THE CLAIM AROSE. ANY CLAIM NOT FILED WITHIN THIS PERIOD IS PERMANENTLY BARRED.

P.5 Exceptions to Arbitration

Notwithstanding the arbitration agreement in Section P.2, either party may seek emergency injunctive or equitable relief from a court of competent jurisdiction to prevent imminent, irreparable harm or to protect Intellectual Property rights.

P.6 Governing Law

These Terms and all disputes hereunder are governed by the laws of the Republic of South Africa, without regard to its conflict of laws principles. For Users primarily located in the United States, disputes will additionally be interpreted in light of applicable US federal law.

PART Q – ACCOUNT SUSPENSION, TERMINATION, AND APPEALS

Q.1 Your Right to Delete

You may delete your account at any time through the account settings menu or by emailing accounts@mypitchly.com. Upon account deletion, your public profile will be immediately deactivated. However, certain data may be retained as required by law, for fraud prevention purposes, or to fulfil MyPitchly's legitimate business interests.

Q.2 MyPitchly's Right to Suspend or Terminate

MyPitchly reserves the right to suspend, restrict, or permanently terminate your account, with or without notice, if we determine in our sole discretion that you have:

- Violated any provision of these Terms or any incorporated policy.
- Provided false, misleading, or inaccurate information during registration or profile completion.
- Submitted a fraudulent or fabricated background check.
- Engaged in scraping, crawling, or data extraction in breach of Section H.2.
- Engaged in discriminatory hiring practices in breach of Section E.5.
- Misused Background Check Data in breach of Section D.4.
- Posted fraudulent job listings.
- Created duplicate or fake accounts.
- Failed a re-verification request.
- Posed a legal, regulatory, or reputational risk to MyPitchly.
- Been convicted of a criminal offence that, in MyPitchly's reasonable opinion, is relevant to your fitness to use the Platform.

Q.3 Effect of Termination

Upon termination of your account: (a) all rights and licences granted to you under these Terms will immediately cease; (b) you must immediately cease all use of the Platform; (c) the content licence you granted to MyPitchly under Section F.2 survives for a period of ninety (90) days for operational and legal purposes; (d) all outstanding payment obligations remain due; and (e) all provisions of these Terms that by their nature should survive termination will survive, including but not limited to Parts N, O, P, and R.

Q.4 Appeals

If your account is suspended or terminated, you may appeal the decision by emailing appeals@mypitchly.com within thirty (30) days of the suspension/termination notice. MyPitchly will review your appeal in good faith and respond within fifteen (15) business days. MyPitchly's decision on appeal is final.

Q.5 Re-registration After Ban

If your account is permanently banned, you are prohibited from creating a new account without MyPitchly's express written consent. Any attempt to circumvent a ban by creating a new account under a different name, email address, or device will result in the immediate termination of the new account and may result in legal proceedings.

PART R – MODIFICATIONS, SEVERABILITY, AND MISCELLANEOUS

R.1 Right to Modify These Terms

MyPitchly reserves the right to modify, amend, or replace these Terms at any time without seeking your prior consent. We will provide notice of material changes by: (a) posting a notice on the Platform's homepage; (b) sending an email to your registered email address; and/or (c) displaying a prominent in-app notification. Your continued use of the Platform after the effective date of any modification constitutes your binding acceptance of the modified Terms. If you do not agree to the modified Terms, you must immediately stop using the Platform and delete your account.

R.2 Severability

If any provision of these Terms is found by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision will be limited or eliminated to the minimum extent necessary, and the remainder of these Terms will remain in full force and effect.

R.3 Waiver

MyPitchly's failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver must be express and in writing signed by an authorised officer of MyPitchly.

R.4 Assignment

MyPitchly may assign, transfer, or sub-contract its rights and obligations under these Terms, in whole or in part, to any affiliate, successor, or acquirer without your consent and without notice. You may not assign, transfer, or delegate your rights or obligations under these Terms to any third party without MyPitchly's prior written consent, and any attempted assignment in violation hereof is void.

R.5 Entire Agreement

These Terms, together with all incorporated policies, constitute the entire agreement between you and MyPitchly with respect to the subject matter hereof, and supersede all prior negotiations, representations, warranties, and understandings with respect to such subject matter.

R.6 No Third-Party Beneficiaries

These Terms are for the benefit of the parties only and do not create any rights or remedies in favour of any third party.

R.7 Language

These Terms are drafted in the English language. In the event of any inconsistency between an English-language version and any translated version of these Terms, the English-language version shall prevail.

R.8 Electronic Communications

You consent to receive communications from MyPitchly electronically, including via email and in-app notifications. These electronic communications satisfy any legal requirement that such communications be in writing.

PART 5 – JURISDICTION-SPECIFIC ADDENDA

S.1 South Africa – POPIA Addendum

For Users located in the Republic of South Africa, the following provisions apply in addition to the general Terms:

- MyPitchly is registered as a Responsible Party under POPIA and has appointed an Information Officer in accordance with Section 55 of POPIA.
- You have the right to object to the Processing of your Personal Information as provided for in Section 11(3) of POPIA.
- You have the right to submit a complaint to the Information Regulator of South Africa at infoereg@justice.gov.za.
- Special Personal Information (as defined in Chapter 3 of POPIA), including information relating to criminal behaviour and biometric information, is processed only with your express consent and as otherwise permitted by POPIA.
- We comply with the eight (8) conditions for the lawful Processing of Personal Information as set out in Chapter 3 of POPIA.

S.2 United States – Federal and State Addendum

For Users located in the United States, the following provisions apply:

- FCRA Compliance: Background checks are conducted by MIE as a Consumer Reporting Agency. Adverse Action obligations as described in Section D.3 are governed by the FCRA, 15 U.S.C. § 1681 et seq.
- California Consumer Privacy Act (CCPA / CPRA): California residents have the right to know, delete, opt-out of sale, and non-discrimination under the CCPA. A California Privacy Notice is available at mypitchly.com/ca-privacy.
- Illinois Biometric Information Privacy Act (BIPA): If you are an Illinois resident, your Biometric Data is collected and stored pursuant to a written retention and destruction policy, available at mypitchly.com/biometric-policy.
- Equal Employment Opportunity: All Recruiters on the Platform must comply with Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), and all applicable state equal employment opportunity laws.
- CAN-SPAM and TCPA: Commercial emails and text messages from MyPitchly comply with the CAN-SPAM Act and the Telephone Consumer Protection Act.

S.3 European Union and United Kingdom – GDPR Addendum

For Users located in the EU or UK, the following provisions apply:

- MyPitchly processes Personal Information as a Data Controller under the GDPR / UK GDPR.
- The lawful bases for Processing your Personal Information include: (a) performance of a contract; (b) legitimate interests; (c) compliance with legal obligations; and (d) your explicit consent for special categories of data.
- You have the rights described in Articles 15–22 of the GDPR, including access, rectification, erasure, restriction, portability, and objection.
- International transfers of Personal Information from the EEA or UK are made using Standard Contractual Clauses (SCCs) or the UK International Data Transfer Agreement (IDTA) as appropriate.
- You have the right to lodge a complaint with your national supervisory authority.
- MyPitchly has appointed a Data Protection Officer (DPO) who can be contacted at dpo@mypitchly.com.

S.4 Other Jurisdictions

For Users in other jurisdictions, MyPitchly complies with applicable local data protection, consumer protection, employment, and digital commerce laws to the best of its ability. If you are aware of a specific legal requirement in your jurisdiction that you believe MyPitchly is not meeting, please contact legal@mypitchly.com.

PART T – ADDITIONAL PROTECTIVE CLAUSES AND BAD ACTOR SCENARIOS

T.1 Ghost Job Fraud Protection

Recruiters who post jobs with no genuine intent to hire, solely for the purpose of harvesting Candidate data, profiles, or contact information, commit fraud under applicable law. MyPitchly will: (a) immediately suspend such Recruiter accounts; (b) report the activity to relevant law enforcement; (c) share data about fraudulent Recruiters with other platform operators where legally permissible; and (d) pursue civil claims for damages, including claims for unjust enrichment.

T.2 Credential Fraud and Employer Liability

If a Candidate misrepresents their qualifications, credentials, work history, or identity on the Platform, and as a result a Recruiter suffers a loss, the Candidate bears sole liability for such misrepresentation. MyPitchly's verification tools are provided as a convenience and do not constitute a guarantee of the accuracy of any Candidate's stated credentials. Recruiters must conduct independent reference checks and credential verification before making hiring decisions.

T.3 Recruitment Scam Protection

MyPitchly has zero tolerance for recruitment scams. Users who use the Platform to solicit money, gift cards, cryptocurrency, or other payments from job seekers under the guise of employment opportunities will be immediately and permanently banned and reported to law enforcement.

T.4 Competitor Intelligence Prohibition

Using the Platform to gather competitive intelligence about other employers, to identify and poach their employees, or to build recruitment datasets for resale is prohibited. This includes, but is not limited to: systematically recording which companies have active recruitment pipelines, analysing Candidate career trajectories to identify competitor hiring patterns, and using Platform data to build talent market benchmarks for resale.

T.5 AI-Powered Fake Candidate Prevention

Creating AI-generated or synthetic Candidate profiles is a severe breach of these Terms. MyPitchly employs liveness detection, document authentication, and AI authenticity checks to detect synthetic profiles. Users found to have created synthetic profiles will be permanently banned and may be subject to criminal investigation.

T.6 Social Engineering and Phishing

Any attempt to use the Platform to conduct social engineering, phishing, vishing, smishing, or other forms of fraud against Users, recruiters, or MyPitchly employees is a severe breach of these Terms and applicable criminal law.

T.7 Viral Spread of Candidate Videos

Where a Candidate's 60-Second Pitch goes viral, is shared beyond the Platform, or is used in a manner not authorised by these Terms, MyPitchly's liability is limited to removing the content from the Platform where technically feasible. MyPitchly is not responsible for content that has already been distributed by third parties beyond our control.

T.8 Mental Health and Wellbeing Disclaimer

Job searching can be a stressful and emotionally challenging process. MyPitchly is not a mental health service provider and does not provide counselling, psychological support, or emergency services. If you are experiencing mental health difficulties related to your job search, please contact a qualified mental health professional. MyPitchly's platform features are not designed to replace professional advice.

CONTACT INFORMATION AND ACKNOWLEDGEMENT

For questions, complaints, or legal notices, please contact MyPitchly using the following:

General Enquiries: hello@mypitchly.com

Legal & Terms: legal@mypitchly.com

Privacy & Data: privacy@mypitchly.com

DMCA / Copyright: dmca@mypitchly.com

Security: security@mypitchly.com

Trust & Safety: trust@mypitchly.com

Data Protection Officer: dpo@mypitchly.com

BY USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS IN THEIR ENTIRETY. IF YOU DO NOT AGREE, YOU MUST IMMEDIATELY DISCONTINUE ALL USE OF THE PLATFORM.

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