



PICK A PIER TERMS OF SERVICE

Last Updated: 17/08/2021

Welcome to Pick A Pier! The following terms and conditions as may be amended from time to time (these “Terms of Service”), govern your access to and use of the pickapier.com website, including any subdomains thereof (referred to as the “Site”), the Pick A Pier mobile application (“App”), as well as the content, products, software and services (collectively, including the Site and App, the “Platform”) made available by Pick A Pier Ltd. (“Pick A Pier”, “we,” “our,” or “us”). References to “you”, “User” or “Boaters” in these Terms of Service means you, your duly authorized representatives and any entity you may represent in connection with your access or use of the Platform.

By accessing or using any of our Platform, you acknowledge that you have read and understood these Terms of Service and our [Privacy Policy](#) (the “Privacy Policy”) (collectively, the “Terms”). You agree to comply and be bound by these Terms and acknowledge that these Terms constitute a binding and enforceable contract between Pick A Pier and you.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE PLATFORM. IF YOU DO NOT AGREE TO THESE TERMS OR THE PRIVACY POLICY, DO NOT ACCESS OR OTHERWISE USE OUR SITE, APP AND PLATFORM.

The relationship that we have with the Marinas are governed by separate terms and conditions. Each Marina acts in a professional manner vis-à-vis Pick A Pier Ltd. when making its products and/or services available on or through the Platform. The Marinas alone are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to their Listings and services. Please note that the Marinas may have, declare applicable and/or require (acceptance of) – in addition to the policies and fine print as disclosed on the Platform, their own terms and conditions for the use, access and consummation of the Listing (which may include certain disclaimers and limitations of liability). References to “Marinas” in these Terms means users, and their representatives, who create an account through and intend to use our Platform primarily to operate and provide Marina Berth Services.

1. Scope of Services

Pick A Pier provides a cloud-based communication platform that seeks to simplify sea going activities for both marinas and boaters. Our Platform is an online marketplace that enables Marinas to offer services (“Marina Berth Services”) on the Platform (“Listings”) and to communicate and transact directly with Boaters that are seeking to book such Marina Berth Services. “Marina Berth Services” may include, without limitation, berthing services for boats, boat repairs, parking lots, clubhouse, pub, water, electricity, internet access and other related facilities and services.

As the provider of the Platform, Pick A Pier does not own, create, sell, resell, provide, process, control, manage, offer, deliver, or supply any Listing or Marina Berth Services. The Marinas alone are responsible for their Listings and Marina Berth Services. When Boaters make or accept a booking, they are entering into a contract directly with the Marinas. Pick A Pier is not and does not become a party to any contractual relationship between Boaters and Marinas, nor is Pick A Pier a real estate broker or insurer.

Due to the nature of the internet, Pick A Pier cannot guarantee the continuous and uninterrupted availability and accessibility of the Platform. Pick A Pier may restrict the availability of the Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Platform. Pick A Pier may improve, enhance and modify the Platform and introduce new services from time to time.



2. Account Registration

You must be at least 18 years old to access and use the Platform or register an Account. By accessing or using the Platform you represent and warrant that you are 18 or older and have the legal capacity and authority to enter into a contract.

You must register an account (“Account”) to access and use certain features of the Platform, such as booking a Listing, and you will be required to provide us with certain personal details, as more specifically explained in our Privacy Policy. You agree to (i) have only one User Account and (ii) hold the certification and/or qualifications required for sailing on the Marina (if required). If you are registering an Account for a company or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

You must provide accurate, current and complete information during the registration process and keep your Account information up to date at all times. You are personally responsible for entering the correct boator yacht data (designer, boat name, class, hull construction, year of recent restoration, length, width, draught, etc.) and that the condition of the boat complies with the generally accepted safety standards and aesthetic requirements. Your failure to maintain accurate, complete and up-to-date details may result in your inability to use the Platform or suspension or termination of your Account.

In case of forgotten log-in details or improper use by third parties thereof, you must inform Pick A Pier promptly by sending us an email at office@pickapier.com. Pick A Pier takes no responsibility for any loss and/or damage arising from or in connection with any failure to comply with these Terms.

3. User Content

The Platform allows you to upload, store, share, or otherwise provide content to be processed by Pick A Pier (“User Content”). You retain all of your ownership rights in your User Content and we will process your User Content in accordance with these Terms – to which you agree and shall be deemed as your instructions – and in accordance with your specific instructions (or your organization’s instructions).

You represent and warrant that you have all the rights to the User Content and that none of the User Content nor Pick A Pier’s use of the User Content as permitted herein infringes, misappropriates or violates any third party's intellectual property or proprietary rights, or rights of publicity or privacy, or violates any applicable law or regulation; and that you have obtained all necessary licenses, consents or permissions to submit the User Content to Pick A Pier under these Terms.

We may, but have no obligation to, monitor, edit or remove User Content that we determine in our sole discretion to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or that violates any party’s intellectual property rights or these Terms.

4. Privacy

Pick A Pier respects your privacy. Please have a look at our [Privacy Policy](#) and [Cookies Policy](#) for further information.

5. Proprietary Rights

Pick A Pier and its licensors own and reserve all rights, title and interest in and to the Platform, other than the rights explicitly granted to you to use the Platform in accordance with these Terms. No title to or ownership of any proprietary rights related to the Platform is transferred to you pursuant to these Terms and all rights not explicitly granted to you are reserved by Pick A Pier.



Any and all comments, suggestions or recommendations (verbal or written) that you provide to Pick A Pier in connection with the Platform (including, without limitation, regarding modifications, enhancements, improvements or other changes to the Platform) (collectively, “Feedback”) is voluntary, is at no cost to Pick A Pier, and is without any restrictions on Pick A Pier. You hereby acknowledge that any and all intellectual property rights in the Feedback and any changes or improvements to the Platform resulting from the Feedback, is and shall remain the property of Pick A Pier.

6. License to Use the Platform

Subject to your compliance with these Terms, Pick A Pier grants you a nonexclusive, non-commercial, non-transferable, non-sublicensable, payable and fully revocable limited license to access, register and use the Platform.

We reserve all other rights to the Platform and everything provided therewith, and you have no right to, and you may not, make any use that has not been specifically authorized herein, including without limitation: sublicense, copy, transfer, modify or make derivative works of the Platform.

7. Use Restrictions

Without derogating from any other restrictions in these Terms, unless otherwise explicitly permitted by Pick A Pier in writing, you may not, whether by yourself or anyone on your behalf: (a) remove any copyright, trademark or other proprietary notices from any portion of the Platform; (b) copy, modify, alter, adapt, make available, translate, port, reverse engineer, decompile or disassemble any portion of the Platform or publicly display, reproduce, create derivative works of, perform, distribute, or otherwise use the Platform, or any material in connection therewith including without limitation text, files, logos, button icons, images, data compilations, links, other specialized content, technical data, documentation, know-how, specifications materials, designs, data, the “look and feel” of the Platform, algorithms, source and object code, interface, GUI, interactive features related graphics, illustrations, drawings, animations, and other features available on the Platform; (c) reverse engineer or attempt to extract the source code of the Platform, (d) use the Platform for any illegal, immoral, unlawful or unauthorized purposes; (e) use the Platform other than as specifically permitted in these Terms including without limitation: distribute, resell or offer the services on the Platform for rent or lease or offer any of the above to the public in any manner, or integrate any of the above within a service of your own, sell, license, or otherwise exploit the Platform ; (f) interfere with or violate other user’s rights to privacy and other rights, or harvest or collect personal information about other users without their express consent, whether manually or with the use of any robot, spider, crawler, any search or retrieval application, or use other manual or automatic device, process or method to access the Platform and retrieve, index or data-mine information; (g) interfere with or disrupt the operation of the Platform, or the servers or networks that host them, or disobey any laws or regulations or requirements, procedures, policies, or regulations of such servers or networks; (h) falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that Pick A Pier endorses you or your organization, or any statement you make, or present false or inaccurate information about the Platform; (i) take any action that imposes, or may impose, an unreasonable or disproportionately large load on our online-platform infrastructure, as determined, at our sole discretion; (j) bypass or go around any measures we may use to prevent or restrict access to the Platform; (k) transmit or otherwise make available in connection with the Platform any virus, malware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; and (l) infringe or violate any of these Terms.

8. Bookings and Payments



WHEN RENDERING OUR SERVICES VIA THE PLATFORM, THE INFORMATION THAT WE DISCLOSE IS BASED ON THE INFORMATION PROVIDED TO US BY MARINAS AND OTHER BOATERS. ALTHOUGH WE WILL USE REASONABLE SKILL AND CARE IN PERFORMING OUR SERVICES, WE CANNOT GUARANTEE THAT ALL INFORMATION IS ACCURATE, COMPLETE OR CORRECT, NOR CAN WE BE HELD RESPONSIBLE FOR ANY ERRORS, ANY INTERRUPTIONS, INACCURATE, MISLEADING OR UNTRUE INFORMATION OR NON-DELIVERY OF INFORMATION. EACH MARINA AND BOATER REMAINS RESPONSIBLE AT ALL TIMES FOR THE ACCURACY, COMPLETENESS AND CORRECTNESS OF THE INFORMATION (INCLUDING THE RATES/FEE/PRICES, REGULATIONS & TAXES, POLICIES & CONDITIONS AND AVAILABILITY) DISPLAYED ON OUR PLATFORM.

Booking. To make a reservation, Boaters must send a booking request to the Marina specifying the name of the Boater, arrival date, length of stay, boat or yacht information, as well as any special request in respect of facilities and services. All booking requests shall be made through the online Platform.

Fees. Pick A Pier may charge fees to Users in consideration for the use of the Platform (“Service Fees”). All applicable fees, Listing fees, security deposit (if applicable) and any applicable taxes, including Service Fees (if applicable) (collectively, “Total Fees”) will be presented to you prior to booking a Listing. Please note that the listing price mentioned in the booking represents the cost of the berthing at the Marina, and does not include taxes, Service Fees and any additional item or service offered by the Marina (i.e., Anchor, lines, Cleaning service, Hull Cleaning service, pump-outs, mechanical repairs etc.) unless stated otherwise.

You agree to pay the Total Fees for any booking requested in connection with your Account, in advance, by credit or debit card transactions on the Pick A Pier Platform via the third-party payment processing provider, [Stripe, Inc.](#) (“Stripe”), upon acceptance of the booking request by the Marina. You expressly understand and agree that all payments and monetary transactions are handled by Stripe. By using our Platform and agreeing to these Terms, you also agree to be bound by Stripe’s [Terms of Service](#).

You expressly understand and agree that Pick A Pier shall not be liable for any payments and monetary transactions that occur through your use of the Platform. You expressly understand and agree that all payments and monetary transactions are handled by Stripe. You agree that Pick A Pier shall not be liable for any issues regarding financial and monetary transactions between you and any other party, including Stripe.

Currency. Pick A Pier will process each transaction in the currency stated in the reservation price details on the Platform. As a result, certain fees may apply, and the amount listed on your Stripe statement may be different from the amount shown at checkout.

Transactions. You are responsible for all transactions (one-time, recurring, and refunds) processed through the Platform and/or Stripe. Pick A Pier is not liable for loss or damage from errant or invalid transactions processed with your Pick A Pier account. This includes transactions that were not processed due to a network communication error, or any other reason. If you process a transaction, it is your responsibility to verify that the transaction was successfully processed.

You understand and agree to not hold Pick A Pier liable for any adverse effects that actions (whether intentional or unintentional) on the part of Stripe may cause to your bank account, your Pick A Pier account, or your business.

You must not process stolen credit cards, or unauthorized credit cards through Stripe and/or your Pick A Pier account.

Binding Contract. By making a reservation through the Platform, you enter into a direct (legally binding) contractual relationship with the Marina. From the point at which you make your reservation, we act solely as



an intermediary between you and the Marina, transmitting the relevant details of your reservation to the relevant Marina and sending you a confirmation email for and on behalf of the Marina.

Tax. The fees for the Marina Berth Services may be subject to applicable local taxes. The Marina accepting the Booking is solely responsible for the collection, reporting, and payment of applicable taxes. Pickapier.com is not liable or responsible for the remittance, collection, withholding or payment of the relevant taxes due on the Marina Berth Services to the relevant tax authorities.

Supervision. Pick A Pier reserves the right to decline, cancel or disable bookings and payments for any Marina at any time, at its sole discretion. If a requested booking is declined or cancelled by the Marina or by Pick A Pier, any amounts collected by Pick A Pier will be refunded to you. Pick A Pier reserve the right to decline, limit or cancel reservations or place funds on hold that we believe are unauthorized, fraudulent, or illegal. Additionally, Pick A Pier may temporarily place a hold, suspend, or cancel any payment for purposes of preventing unlawful activity or fraud, risk assessment, security, or completing an investigation; or if we are unable to verify your identity. You authorize Pick A Pier to take certain actions that may affect your access to or use of your Boater account, such as suspending or canceling payment or the account, etc.

PICK A PIER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGES, COST OR EXPENSES ARISING FROM OR RELATED TO YOUR USE OF THE MARINA, BOOKED VIA OR THROUGH OUR PLATFORM INCLUDING BUT NOT LIMITED TO WATER CONTAMINATION, THEFT, DAMAGE TO MARINAS' PROPERTY OR BOATER'S VESSEL OR ANY OTHER ACCIDENT BEYOND OUR REASONABLE CONTROL.

9. Cancellations and Booking Modifications

Modification. The Marinas and Boaters are responsible for any modifications to a booking that they make via the Platform and agree to pay any additional fees and/or taxes associated with such Booking modifications.

Cancellation by Boater. Boater may cancel his reservation until 8AM on the day of the scheduled arrival (taking time zone differences into account) with no cancellation fees. However, in the event of cancellation following 8AM on the day of the scheduled arrival, Boater will be charges for the total fee of the reservation.

Cancellation by Marina. If a Marina cancels a confirmed booking, at any time, the Boater will receive a full refund of the total fees for such booking. Additional cancellation and no-show policies are specified on each Marina cancellation policy, so please carefully check all the conditions before confirming your reservation. By confirming your booking, you accept all terms thereof and the entire Marina cancellation policy.

Cancellation by Pick A Pier. Pick A Pier reserves the right, at any time, at its sole discretion to cancel any confirmed booking or not to approve a reservation request. Pick A Pier, in its sole discretion, may discontinue providing certain Marinas with access to or use of our Platform should Pick A Pier determine, in its sole discretion.

Cancellation dispute. Any confirmed reservation cancellation can be done via the Platform or by using Pick A Pier support. We encourage our Boaters and Marinas to try and settle conflicts amongst themselves. If for any reason this fails, please contact Pick A Pier's Customer Support department for assistance. Filing a transaction dispute or reversing a payment through your payment provider or your bank is a violation of these Terms of Service. Doing so may get your account temporarily or permanently disabled. Once you have filed a dispute with your payment provider, the funds will be ineligible for refund due to our obligation toward the payment provider.

Refund. If an order is canceled by Marina or by Pick A Pier (for any reason), you shall be entitled to a refund. Pick A Pier does not automatically refund payments made for canceled orders back to your payment provider.



Funds from order cancellations are returned to the Boater's Pick A Pier Balance and are available for future purchases on Pick A Pier Platform. To prevent fraud and abuse, we limit the total amount of times users can request a payment provider refund, which is subject to review by our Customer Support team. Such refunds may be subject to an additional fee.

10. Updates, Suspension and Termination of the Platform

Pick A Pier reserves the right, in its sole discretion, to make necessary unscheduled changes, updates or enhancements to the Platform at any time. We may also add, remove or alter functionalities or features of the Platform from time to time.

We also reserve the right to suspend or terminate your access to the Platform at any time, in our sole discretion, with or without cause or notice, and without incurring liability of any kind. If, in our determination, the suspension might be indefinite or we have elected to terminate your access to any or all of the services on the Platform, you may no longer have access to the User Content. Nevertheless, where reasonably possible, we will provide you with reasonable advance notice and a chance to extract your data stored through the Platform.

You may at any time voluntarily delete your Account but be advised that it may prevent your access to your Account and may cause a loss of certain information including, without limitation, the User Content.

11. Third Party Interactions

The services on the Platform may be rendered through or integrated with third-party platforms that are not owned or controlled by us. We have no control over these third-party interactions and assume no responsibility or liability for the content, privacy policies, performance or practices of any third-party interactions. In addition, we will not and cannot censor or edit the content of any third-party site.

If you use the Platform with any third-party's platforms or access any third party's website, service, or content from the Platform, you do so at your own risk. By using the Platform, you expressly release Pick A Pier (and its owners, officers, employees, agents, affiliates, or licensors) from any and all liability arising from your use of any third-party interaction including without limitation third party's website, information, materials, products, or services. Accordingly, we encourage you to be cautious and to read the terms and conditions and privacy policy of each third-party interaction that you use.

You further agree that you are solely responsible for compliance with third-party policies and terms in connection with your use of the Platform and acknowledge that Pick A Pier will not be held responsible for your non-compliance with such third-party policies and terms.

12. No Warranties

TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE PLATFORM IS RENDERED TO YOU "AS-IS" AND "WITH ALL FAULTS AND ERRORS". EXCEPT FOR ANY EXPRESS WARRANTY THAT IS SPECIFIED IN THESE TERMS, PICK A PIER MAKES NO – AND DISCLAIMS ALL – REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT: THE PLATFORM WILL BE ERROR-FREE, MALWARE OR ANY OTHER HARMFUL COMPONENTS; THE PLATFORM WILL BE AVAILABLE AND FULLY FUNCTION AT ALL TIME; THAT THE DATA YOU PROVIDE WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED; OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.



IN ADDITION TO OTHER DISCLAIMERS CONTAINED IN THESE TERMS, WE DO NOT WARRANT (I) THAT THE USE AND OPERATION OF THE PLATFORM IS OR WILL BE SECURE, TIMELY, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERRORS, OR FREE OF VIRUSES, DEFECTS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER PROGRAM LIMITATIONS, (II) THAT WE WILL CORRECT ANY ERRORS OR DEFECTS IN THE PLATFORM (III) THAT THE APP WILL BE INTEROPERABLE OR COMPATIBLE WITH YOUR MOBILE DEVICE, OTHER SOFTWARE, HARDWARE, OR ANY EQUIPMENT, AND WE ARE NOT RESPONSIBLE FOR ANY LOSSES SUFFERED RESULTING FROM INTEROPERABILITY OR COMPATIBILITY PROBLEMS, AND/OR (IV) MAKE ANY REPRESENTATION REGARDING THE USE, INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE PLATFORM INCLUDING THAT THE RESULTS OF USING THEM WILL MEET YOUR REQUIREMENTS). PICK A PIER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE USE OF THE PLATFORM, INCLUDING BUT NOT LIMITED TO ITS AVAILABILITY, RELIABILITY OR QUALITY, AND IT IS NOT AND SHALL NOT BE RESPONSIBLE FOR ANY ERROR, FAULT OR MISTAKE RELATED TO ANY CONTENT AND INFORMATION DISPLAYED ON IT.

SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH AN EVENT, SUCH EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PICK A PIER AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, LICENSORS, AGENTS AND SUPPLIERS (“COVERED PARTIES”) BE LIABLE FOR ANY PERSONAL INJURY OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST DATA, PROFITS OR REVENUE AND DAMAGES RESULTED OUT OF YOUR PERFORMANCE OF YOUR PROFESSIONAL OBLIGATIONS, NEGLIGENCE OR YOUR FAILING TO FULFILL YOUR OBLIGATIONS UNDER THESE TERMS, CAUSED UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF PICK A PIER HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PICK A PIER AND ITS COVERED PARTIES, FOR ALL DAMAGES OR LOSSES WHATSOEVER ARISING HEREUNDER OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE PLATFORM, EXCEED THE AMOUNT ACTUALLY PAID TO PICK A PIER BY YOU (OR YOUR ORGANIZATION) FOR THE PLATFORM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS AND EXCLUSIONS APPLY REGARDLESS OF WHETHER THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.

14. Indemnification

You agree to defend, indemnify and hold Pick A Pier and its affiliates, independent contractors and service providers, and each of their respective directors, officers, employees and agents harmless from and against all third-party claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys’ fees) caused by, arising out of or related to (a) your use of the Platform; (b) your violation of these Terms or any other applicable terms, policies, warnings or instructions provided by Pick A Pier or a third party in relation to the Platform, (c) your violation of any applicable law or any rights of any third party; or (d) any User Content or Feedback you provide.



Without derogating from the foregoing, we reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations hereunder and in which event you will fully cooperate with us in asserting any available defense. You agree not to settle any matter subject to an indemnification by you without first obtaining our prior express written approval.

15. Governing Law and Jurisdiction

These Terms shall be governed and construed in accordance with the laws of the State of Israel without giving effect to any conflict or choice of law provisions. You and we consent to the exclusive jurisdiction of the courts of Tel Aviv, Israel for all disputes arising out of or relating to these Terms. Notwithstanding the foregoing, Pick A Pier may seek injunctive relief in any court of competent jurisdiction.

16. Waiver & Severability

Any failure by Pick A Pier to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid, illegal or unenforceable for any reason by a court of competent jurisdiction, the provision shall be modified to the extent necessary to make it enforceable while, to the maximum extent possible, reflecting the intent of the parties, and, in any event, shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

17. Assignment

Pick A Pier may assign, transfer or otherwise dispose of our rights and obligations under these Terms, in whole or in part, at any time without notice. You may not assign or transfer any rights to use the Platform without our written permission.

18. Changes to these Terms

Pick A Pier reserves the right to revise and update these Terms from time to time in our sole discretion. Please take a look at the “LAST UPDATED” legend at the top of this page to see when these Terms were last revised. Any such revision or modification will become effective immediately upon posting of the revised Terms on our website.

Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you.

19. Contact

If you have any questions (or comments) concerning these Terms, you are welcome to send us an email at: office@pickapier.com and we will make an effort to reply within a reasonable timeframe.