



## 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 “Marinas” 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.**

### 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. “Boaters” are users, and their representatives, who create an account through and intend to use our Platform to make, manage, and pay for bookings under their account for Marina Berth Services at any of the Marinas.

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. You alone are responsible for your Listings and Marina Berth Services. When Boaters make or accept a booking, they are entering into a contract directly with you. 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 creating and managing your Listings, and you will be required to provide us with certain personal details, as more specifically explained in our Privacy Policy. 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. 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 support promptly by sending us an email at [office@pickapier.com](mailto: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. Listings and Bookings**

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/FEES/PRICES, REGULATIONS & TAXES, POLICIES & CONDITIONS AND AVAILABILITY) DISPLAYED ON OUR PLATFORM.

*Publication of Listings.* When creating a Listing through Platform you must (i) provide complete and accurate information about your Marina Berth Services (such as listing description, location, and calendar availability), (ii) disclose any deficiencies, restrictions (such as Marina rules) and (iii) provide any other pertinent information requested by the Platform. You are responsible for keeping your Listing information (including calendar availability) up to date at all times. Pictures, animations or videos used in your Listings must accurately reflect the quality and condition of your Marina Berth Services. Any terms and conditions included in your Listing, in particular in relation to cancellations, must not conflict with these Terms.

*Insurance.* You are solely responsible to only offer booking for Boats which are covered by insurance. Pick A Pier does not offer insurance for the Boaters.



*Maintenance level.* You are solely responsible to make sure that the Marina accepting the booking request is equipped and maintained, up to date with any technical testing, with safety equipment in keeping with its sailing category, up-to-date equipment, and regular maintenance.

*Pricing.* You are solely responsible for setting a price (including any taxes if applicable) for your Listing. Once a Boater requests a booking of your Listing, you may not request that the Boater pays a higher price than in the booking request. Marina agrees that the provided price for the Listing is the lowest price charged by Marina to any of its private or external clients for similar services. If Marina charges any other client a lower price, Marina must apply that price to all services under these Terms of Service. If Marina fails to meet the lower price, Pick A Pier, at its sole discretion, may terminate the Marina's account.

*Confirmation of bookings.* You are responsible to respond to Boaters requests concerning the Marina Berth Services in a timely manner. Pick A Pier reserves the right to decline, cancel or disable bookings and payments for any Marina at any time, at its sole discretion.

*Binding Contract.* By accepting a booking through the Platform, you enter into a direct (legally binding) contractual relationship with Boater (“Marina Berth Services Agreement”). From the point at which you accept a reservation, we act solely as an intermediary between you and the Boater, transmitting the relevant details of the reservation to you and sending the Boater a confirmation email for and on your behalf. You must verify the identity of the Boater before signing a Marina Berth Services Agreement with a Boater. Furthermore, you must verify that the Boater holds the certification and/or qualifications specified which are required for sailing on the Marina, if needed.

*Payment by Boater.* Marina shall issue an invoice to Boater providing a summary of all charges related to Boaters booking.

*Inventory.* You are solely responsible to keep track of the inventory related to the Berth Services, on arrival and departure.

*Offline contact.* You agree not to divert and/or solicit Boaters of the Platform and not to conclude the Marina Berth Services Agreement directly with them, outside of bookings made via the Platform. In the event Pick A Pier shall learn that cancelled reservations are taking place and being paid to you outside the Platform, you agree to automatically compensate Pick A Pier with respect to such reservations, with respect to the service fee lost by Pick A Pier in an amount equal to three (3) times the multiplier of the payment you received. You acknowledge that Pick A Pier has the right to monitor the use of the Platform and verify information provided by and to our Boaters.

YOU MUST HAVE DECLARED AND/OR REGISTERED YOUR MARINA, IF REQUIRED, WITH THE COMPETENT AUTHORITIES. MARINAS ARE ALONE RESPONSIBLE FOR IDENTIFYING AND OBTAINING ANY REQUIRED LICENSES, PERMITS, OR REGISTRATIONS FOR ANY MARINA BERTH SERVICES THEY OFFER ON THE PLATFORM.

## **9. Service Fees**

By using the Platform as a Marina, you are appointing Pick A Pier as your payment agent in connection with transactions carried out through the Platform. Marinas agree to all payment terms and fees described in these Terms. Marinas agree to pay Pick A Pier’s applicable service fee for all bookings processed through the Platform.

Payment processing services for Marinas on the Platform are provided by Stripe, Inc. (“Stripe”) and are subject to Stripe’s [Terms of Service](#).

*Payouts.* Pick A Pier will generally initiate payouts to your Stripe account 14 business days following the Boaters' actual check-out time. Pick A Pier may delay or cancel any payout for purposes of preventing unlawful activity or fraud, risk assessment, security, or investigation. Your payout for a booking will be the Listing Fee less applicable Service Fees and Taxes and can be accessed via your Stripe account.



*Regulation.* Marinas shall follow all federal, state and local laws, rules and regulations concerning their business, as required in the jurisdiction where they are physically located or where they directly or indirectly conduct business. Pick A Pier takes no part in and bears no responsibility for any portion of the transaction between you and the Boater other than facilitating payment.

*Tax liability.* As a Marina, you are solely responsible for properly reporting taxable income made in connection with any reservations initiated through the Platform. You agree that we will have no liability relating to your failure to report any taxable income made in connection with any reservations initiated through the Platform or to pay taxes on that income. You further agree to indemnify us against liability to any third party, including any state or local taxation authority, arising out of your failure to report any taxable income made in connection with any reservations initiated through the Platform or to pay taxes on that income.

*Supervision.* Pick A Pier reserves the right to decline or limit or hold payments that we believe are unauthorized, fraudulent, or illegal and or split reservation costs of such unauthorized, fraudulent, or illegal reservation at Pick A Pier's discretion. Additionally, Pick A Pier may temporarily place a hold, suspend, or cancel any payout for purposes of preventing unlawful activity or fraud, risk assessment, security, or completing an investigation; or if we are unable to verify your identity. Without limiting the foregoing, Pick A Pier may, at any time, at its sole discretion terminate your account with no prior notice.

## **10. Disputed Payment**

We encourage our Marinas and Boaters to try and settle conflicts among themselves.

A dispute occurs when a card holder questions your payment with their bank or credit card company. When we are notified of a customer dispute by our payment processor, Stripe, we will send an email notification to you, providing information about the dispute and an opportunity for you to provide testimonial and evidence for us to submit. As a Marina, you are solely responsible for the resolution of any dispute, and you agree that we will have no liability relating to any payment dispute.

## **11. Cancellation Policies**

Pick A Pier understands that your circumstances may change between the time of a booking through the Platform and the use of a confirmed reservation. You are required to have a cancellation policy specific to your facility and to the Boaters who make reservations with you through our Platform. Each Marina listing and reservation on the Site will clearly state the cancellation policy within the profile.

*Reservation respect.* Marinas are required to honor all reservations made by Boaters through our Platform or any other reservation that originates as a result of the Platform. 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, that such Marinas have failed to honor any reservations.

*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 charged for 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.

*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, that such Marinas have failed to honor any reservations.

*Booking Value.* In the event that following a Boaters arrival to the Marina, the pricing of the reservation is diminished, modified or changed for any reason (discount, shortening duration, etc.), such change shall not





effect Pick A Piers entitlement to the original service fee amount derived from the pricing mentioned in the original booking confirmation.

*High Volume Cancellation.* Pick a Per may, at it's sole discretion, temporarily place a hold on, suspend, or delay initiating or processing any reservation or payout due to Marina under these Terms of Service, as a result of high volume approved reservation cancellations or modifications. Additionally, Pick A Pier may, at any time, at its sole discretion terminate your account with no prior notice.

## **12. 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.

## **13. 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.

## **14. 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.

#### **15. 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.

#### **16. 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.

### **17. 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.

### **18. 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.

### **19. 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.

### **20. Changes to these Terms**

Pick A Pier reserves the right to revise and update these Terms from time to time in its 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.

### **21. Contact**

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