

Terms of Service

Last Updated: August 8 2025

1. Acceptance of Terms

By accessing or using the DealMemo.ai platform (the "Platform") which is owned and operated by PitchFact LLC ("Company," "we," "us," or "our"), you ("User," "you," or "your") agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, you may not access or use the Platform.

2. Description of Service

The Platform provides tools and services to create, distribute, and manage investment memos and research reports for angel investors. We provide analytical tools, research resources, and information management services to help users create comprehensive investment analysis documents. **We do not provide investment advice, financial planning, broker-dealer services, or facilitate actual investments.**

The prepared reports are exclusively for use by our clients and their members, subject to the terms and conditions in this disclaimer. If you do not agree to these terms and conditions, you may not use this report. The contents of this report (the "Materials") do not constitute investment, financial, legal, tax or any other advice. You are not entitled to rely on the Materials in making any decision. We make no representation or warranty that the Materials are accurate, complete, current or error-free, or as to any particular outcome that may be possible in connection with your use of the Materials. We disclaim any and all liability of any nature, whether in contract or tort or otherwise, for any loss or damage of any description arising out of or relating to the use of the Materials by you or any third party. In making you aware of or introducing you to any third party for any reason, PitchFact is not and shall not be construed to be acting as an agent or broker for such third party or recommending that you enter into any transaction with such third party. Nothing contained in the Materials is intended to be, and shall not be deemed or construed as, an offer to sell or a solicitation of an offer to buy any security.

3. Eligibility and Account Registration

3.1 Eligibility Requirements

- You must be at least 18 years old
- You must be legally authorized to enter into binding agreements
- You must be a qualified professional investor, financial advisor, or investment professional
- You must provide accurate and complete registration information
- You must have legitimate business purposes for accessing investment research and memo services

3.2 Account Security

- You are responsible for maintaining the confidentiality of your login credentials
- You must immediately notify us of any unauthorized access to your account
- You are liable for all activities that occur under your account

4. Research and Information Disclaimers

4.1 No Investment Advice

The Platform provides tools to create research memos and analytical content. This does not constitute investment advice, recommendations, or solicitations. All investment decisions based on research created through our Platform are solely your responsibility. You should consult with qualified financial, legal, and tax advisors before making investment decisions.

4.2 Information Accuracy

REGARDING RESEARCH AND MEMOS CREATED ON THE PLATFORM:

- We do not verify the accuracy or completeness of user-generated content
- Information may become outdated or inaccurate over time
- Users are responsible for conducting independent verification of all information
- We make no representations about the quality or reliability of research created using our tools
- Past performance data does not guarantee future results

4.3 Research Limitations

You acknowledge that investment memos and research created through the Platform:

- Are based on information available at the time of creation
- May contain errors, omissions, or outdated information
- Should be supplemented with independent due diligence
- Are not guarantees of investment outcomes

5. User Conduct and Responsibilities

5.1 Prohibited Activities

You agree NOT to:

- Provide false, misleading, or incomplete information
- Impersonate others or create false identities
- Engage in market manipulation or fraudulent activities
- Violate securities laws or regulations
- Share confidential information inappropriately

- Use automated tools to access the Platform without permission
- Interfere with the Platform's operation or security

5.2 Professional Responsibility

- Users must ensure accuracy of information included in memos and research
- Users are responsible for respecting intellectual property rights of source materials
- Users must comply with confidentiality obligations regarding proprietary information
- Users should clearly distinguish between facts, opinions, and projections in their research

6. Intellectual Property Rights

6.1 Platform Content

The Platform and its content, features, and functionality are owned by the Company and are protected by copyright, trademark, and other intellectual property laws.

6.2 User Content

- You retain ownership of content you submit to the Platform
- You grant us a license to use, display, and distribute your content as necessary to provide the Platform services
- You represent that you have the right to submit such content

7. Privacy and Data Protection

Your privacy is important to us. Our collection and use of personal information is governed by our Privacy Policy, which is incorporated by reference into these Terms.

8. Financial Terms

8.1 Subscription and Usage Fees

- Platform subscription fees and usage charges will be clearly disclosed
- Payment terms and billing cycles are specified in your account settings
- You are responsible for all applicable taxes and fees
- Refund policies are outlined in your service agreement

8.2 Third-Party Services

We may integrate with third-party data providers, research services, or payment processors. You agree to comply with their terms and privacy policies.

9. Disclaimers and Limitation of Liability

9.1 Platform Availability

- The Platform is provided "as is" and "as available"
- We do not guarantee uninterrupted or error-free service
- We reserve the right to modify, suspend, or discontinue services

9.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- We are not liable for any indirect, incidental, special, or consequential damages
- Our total liability to you shall not exceed the fees you paid us in the preceding 12 months
- We are not responsible for investment losses or missed investment opportunities

10. Indemnification

You agree to indemnify, defend, and hold harmless the Company and its officers, directors, employees, and agents from any claims, damages, losses, or expenses arising from:

- Your use of the Platform and research tools
- Your violation of these Terms
- Content of memos and research you create using the Platform
- Your use or distribution of research created through the Platform
- Your breach of any third-party rights or confidentiality obligations

11. Termination

11.1 Termination by You

You may terminate your account at any time by following the account closure procedures in your settings.

11.2 Termination by Us

We may terminate or suspend your account immediately, without prior notice, for:

- Violation of these Terms
- Fraudulent or illegal activity
- Failure to meet ongoing eligibility requirements
- Extended period of inactivity

11.3 Effects of Termination

Upon termination, your access to the Platform will cease, but certain provisions of these Terms will survive termination.

12. Regulatory Compliance

12.1 Information Services Compliance

- Users must comply with applicable laws regarding research distribution and use
- Investment research created must comply with relevant disclosure requirements
- Users are responsible for ensuring their use of research complies with fiduciary duties
- We reserve the right to implement additional compliance measures as needed

12.2 Data Protection and Privacy

We implement appropriate data protection procedures and may require additional verification to comply with privacy regulations and prevent misuse of the Platform.

13. Dispute Resolution

13.1 Governing Law

These Terms are governed by the laws of Texas without regard to conflict of law principles.

13.2 Arbitration

Any disputes arising from these Terms or the Platform shall be resolved through binding arbitration in Texas under the rules of the American Arbitration Association.

13.3 Class Action Waiver

You agree not to participate in class action lawsuits against us.

14. Miscellaneous

14.1 Updates to Terms

We may modify these Terms at any time. Material changes will be communicated via email or Platform notification at least 30 days before taking effect.

14.2 Severability

If any provision of these Terms is found unenforceable, the remaining provisions will remain in effect.

14.3 Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and the Company.

15. Contact Information

If you have questions about these Terms, please contact us at:

PitchFact Email: admin@dealmemo.ai

Address: PitchFact LLC
2130 Harvey Mitchell Pkwy S #9867
College Station, TX 77842
Phone: +1 (979) 393-0833

IMPORTANT: These Terms of Service contain important legal obligations and limit our liability. Please read them carefully. If you do not understand any provision, consult with an attorney before using the Platform.