

1. These Terms and Conditions Are Legally Binding

Pivot Global Inc. (“**Pivot**”) is the owner and operator of the Pivot Dry Cleaning Software service (the “**Service**” or the “**Dry Cleaning Software Service**”). Your use of the Service is expressly conditioned on your acceptance of these Pivot Terms and Conditions and the documents incorporated by reference herein (“**Terms and Conditions**”). By using the Service, you signify that you unconditionally agree and accept to be legally bound by these Terms and Conditions. No other terms or conditions of any sort in any document, writing or other communication whatsoever made by you to Pivot or its employees, representatives or agents in relation to the Pivot Dry Cleaning Software Service shall be applicable to or binding on Pivot. You are solely responsible for all access to and use of the Service including any breach of these Terms and Conditions by you or any user of your device. For the purposes of these Terms and Conditions, “you” means you and every person you authorize to use the Service.

2. Changes to this Agreement or the Services.

Pivot reserves the right to alter these Terms and Conditions at any time. Such changes will be effective and legally binding on you when posted on our website for the Service or when we use reasonable efforts to notify you by other means. Please review these Terms and Conditions periodically for changes. Your continued use of this Service after amended Terms and Conditions is posted on this website or is otherwise brought to your attention signify that you agree and accept to be legally bound by the changes.

3. Grants of Licenses to Use Pivot Dry Cleaning Software

Pivot hereby grants to you a limited, non-exclusive, non-transferable personal right to use the Dry Cleaning Software Service provided that you agree to the following:

- a) Pivot may, at its sole and absolute discretion, without prior notice to you and without liability, reject, prevent, discontinue or suspend your account(s) and/or your use of the Service if, at its sole discretion, Pivot is of the opinion that your use does not meet Pivot's specifications or guidelines, or Pivot considers your usage to be inappropriate, illegal or harmful to its interests. If Pivot exercises its absolute discretion under this paragraph 3.1, it shall have no liability to refund any portion of your pre-paid subscriptions, if applicable. Without limiting or waiving any right against you that Pivot may have under applicable law or these Terms and Conditions in relation to any inappropriate, illegal or harmful use, Pivot reserves the right to deduct any costs, damages or expenses that it may have incurred in relation to such inappropriate, illegal or harmful use from your unused pre-paid subscriptions, if any, or to claim the same from you by any other means.
- b) You agree to comply with any policies or guidelines that Pivot may introduce or amend from time to time. Pivot's policies or guidelines may relate to technical specifications, privacy, acceptable content, and any other matter, as the same may be amended by Pivot, at its absolute discretion, from time to time.

- c) You agree that you will not provide access to or furnish any part of the Service to any third party; modify, disrupt or interfere with the Service, supporting servers, or networks either manually or through the use of scripts, viruses, or worms; reproduce, duplicate, copy, deconstruct, sell, trade or resell the Service; or excessively overload the systems that Pivot uses to provide the Service.
- d) Pivot may, at its sole and absolute discretion and without prior notice to you, amend, suspend, vary or withdraw the Service, these Terms and Conditions and/or its website at any time and from time to time.
- e) You shall be solely responsible for your use of the Service and shall indemnify Pivot for, and hold Pivot harmless from, all loss, costs, and damages incurred by Pivot in connection with any claims by third parties against Pivot in relation to your use of the Service and in connection with your breach of these Terms and Conditions or any policies or guidelines that Pivot may introduce from time to time.
- f) You hereby represent, warrant and covenant to Pivot that at all times, (i) you have all rights, consents, licences and permits that may be necessary or desirable for you to have in order to use the materials, graphics, logos, videos, data or information you input into the Service (where applicable) (“**Your Content**”) in the manner and the purpose for which you use Your Content; (ii) all of Your Content comply with all applicable laws and regulations and do not violate the rights (including, but not limited to, intellectual property rights) of any third party.
- g) You represent and warrant to Pivot that you have full corporate rights, power and authority to agree to these Terms and Conditions and perform the obligations agreed by you, and that doing so does not and will not violate any agreement or obligation to which you are bound, or any applicable law, rule or regulation.
- h) You hereby agree that Pivot may, but is not obliged to, use your business name and logo and refer to you as a user of the Service in any publicity, press release, advertising or marketing material, throughout the world and using any form of media. If you wish to use or display Pivot's trademarks or mention Pivot in any publication, website, press release or in any other manner, you must obtain the prior written consent of Pivot.
- i) You agree that you are solely responsible to obtain or provide any hardware or software that you may need to gain access to and use the Service, and for any damage or loss that you suffer as a result of the operation of such hardware or software, including incompatibility with any platforms used by Pivot in providing the Service.

- j) You agree that Pivot is the sole owner of and has the right to use any feedback you provide on the Service in any way whatsoever including to improve existing or create new products and services.
- k) Pivot reserves all rights in the Service not granted to you expressly in these Terms and Conditions.
- l) You hereby agree to grant Pivot a worldwide, royalty-free, non-exclusive license to publish, alter, adapt, compile, host and use (i) Your Content (including, without limitation, to reproduce in a material form, publish, perform, communicate to the public, and to make an adaptation of Your Content) for the purpose of providing you with the Service, and, (ii) if Pivot provides any community forum for users of the Service to exchange user tips and publish their comments and opinions, any comments, opinions and other material you upload or publish on such a forum.

4. Payment Terms

- a) By creating an account and subscribing for the Service or renewing your subscription for the Service, you indicate you agree to the charges imposed by Pivot for the particular services or products you have requested. You agree to comply with any payment terms that Pivot may impose from time to time including those set out in the Service Level Agreement, which is incorporated by reference herein. All payments for Services are due in advance and you may be required to pay Pivot in advance and/or an annual, half yearly, quarterly or monthly basis to use the Service. Your subscription may be renewed automatically on or close to its expiry at the subscription rates applicable at the time of renewal. However, even if a facility to renew your subscription automatically exists, it is solely your responsibility, and not that of Pivot, to ensure that your subscription is renewed prior to its expiry, failing which your ability to use the Service shall expire automatically. Pivot may not give you prior notice of an automatic renewal. If Pivot is unable to effect this automatic renewal for any reason whatsoever, your subscription will expire automatically. For subscribers choosing to pay by credit card, subscription fees for renewal may be charged to the credit card on record unless Pivot is notified of a change or cancellation in writing using the tools or means made available by Pivot.
- b) All sums payable by you to Pivot may be quoted exclusive of any goods and services tax, or any other taxes that may be levied on the subscription or charges levied by Pivot. As such, you agree that Pivot may charge you and/or the credit card on record for any taxes or charges that Pivot is required by any applicable law or regulation to levy on the subscription or charges.

- c) Support is typically provided as part of your subscription, unless you are subscribed to the basic subscription that does not include support services. If you have fallen behind on your subscription payments or you have an outstanding balance with Pivot then support services will cease to be provided until all debts are cleared.
- d) Subscription to Pivot is done on a per active user basis. You will require one subscription per active user. Please see our Fair Billing policy for more information.
- e) We may use a third party service provider to manage credit card and other payment processing; provided, that such service provider is not permitted to store, retain or use your payment account information except to process your credit card and other payment information for Pivot.

5. Term and Termination.

- a) Pivot shall have the right to terminate its relationship with you, without prior notice, if you breach or fail to comply with any provision of these Terms and Conditions. This Agreement and your ability to use the Service shall also automatically terminate upon the expiry of your subscription.
- b) After termination, Pivot may, at its sole discretion, maintain any data you have uploaded into its systems. However, you agree that other than any obligations expressly stated in these Terms and Conditions, Pivot has no responsibility to you to maintain your user account or any of your data after termination and you shall hold Pivot harmless and free from any fees, damages, or claims you may suffer in relation to the same or any claims or actions you may have or face in relation to the same.
- c) If termination is due to your failure to renew your subscription on a timely basis, you may reactive your account and access your data if renewal under such circumstances are enabled by Pivot. To do so you may have to pay any subscription fees or charges that may be imposed by Pivot, including reactivation fees (if any), within any period that may be stated by Pivot, failing which Pivot may permanently remove and delete your user account(s) and any data you have uploaded into its systems.

6. Your Data, Pivot's Data, the Storage and Transmission of Your Data and the Pivot Privacy Policy

- a) You or your customers, partners or associates, whichever may be applicable, are the owner of any data you upload into the Service (“**Your Data**”). You hereby agree that Pivot is the owner of all data other than Your Data, including

any system generated data generated by the Service or any data compiled from data inputted into the Service by all users of the Service on an aggregate basis (“**Pivot’s Data**”). Pivot may use all of Pivot's Data in any way it chooses including to improve or adapt its services, or to create or design new products and services.

- b) You acknowledge and agree that the nature of the Internet is international and that Pivot has your express consent to store and provide access to your personal or confidential information, and that of your users(s) and customers, in and from Canada, and to transmit and deliver such information via the Internet which may involve its transmission across multiple jurisdictions.
- c) The Pivot Privacy Policy, as may be amended or updated from time to time, is incorporated into and forms part of these Terms and Conditions.
- d) You agree not to upload or transmit any data: (i) that you do not have the lawful right to copy, transmit, distribute, and display (including any data that would violate any confidentiality or fiduciary obligations that you might have with respect to the data); (ii) for which you do not have the consent or permission from the owner of any personally identifiable information contained in the data; (iii) that infringes, misappropriates or otherwise violates any intellectual property or other proprietary rights or violates any privacy rights of any third party (including, without limitation, any copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity); (iv) that is false or misleading; (v) that is defamatory, obscene, or offensive; or (vi) that violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability.

7. Your account(s) and Password(s)

- a) The responsibility to keep secure and confidential any password(s) and user ID(s) Pivot may issue to you to access the Service, rests solely with you and the employees, representatives and agents of yours that are entrusted with the same. If you become aware of any unauthorized access to your account(s), or any misuse of your password(s) and user ID(s) you must activate the process put in place to disable your account(s) and/or re-issue new password(s) or user ID(s) as soon as possible.
- b) You agree that you are solely responsible for the actions and omissions of the person(s) you nominate as user(s) or administrator(s) of your account(s) for the Service. You also agree that Pivot may accept instructions and requests from and communicate with such person(s) until and unless Pivot receives notification that such person(s) are no longer your user(s) or administrator(s), and such instructions, requests and communications are valid and legally binding on you. In addition, you are responsible for any and all use of your

account(s) by any persons who are in possession of your user ID(s) or password(s).

8. Your indemnity in Favour Of Pivot

If Pivot and/or any of their affiliates (collectively the “**Indemnified Parties**”) take any action to enforce any of the Terms and Conditions, you agree to indemnify and hold harmless the Indemnified, their affiliates, and their respective officers, directors, employees and agents from and against any and all claims, losses, costs, expenses, causes of action or demands, including reasonable legal and accounting fees, arising out of and relating to your use of the Service, and any and all breaches by you of these Terms and Conditions.

9. Service Level Agreement

This Service Level Agreement attached to these Terms and Conditions is incorporated into and forms part of these Terms and Conditions.

No Warranties

- a) UNLESS EXPRESSLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, PIVOT MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND REGARDING ITS WEBSITE, THE SERVICE, THE PRODUCTS OR SERVICES AVAILABLE ON THIS WEBSITE AND/OR ANY MATERIALS PROVIDED ON THIS WEBSITE, ALL OF WHICH ARE PROVIDED ON AN "AS IS WHERE IS" BASIS. PIVOT DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF ANY OF THE CONTENT OR DATA FOUND ON THE SERVICE, OR THIS WEBSITE. PIVOT EXPRESSLY DISCLAIMS ALL WARRANTIES, AND TERMS AND CONDITIONS IN RELATION TO THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES AS TO MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A GENERAL OR PARTICULAR PURPOSE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE TO THE FULLEST EXTENT PERMITTED BY THE LAWS OF THE CANADA.
- b) PIVOT DOES NOT WARRANT THAT THE SERVICE, THIS WEBSITE, ITS SERVERS OR ANY E-MAIL SENT FROM PIVOT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- c) FOR THE AVOIDANCE OF DOUBT, PIVOT DOES NOT GUARANTEE THE EFFECTIVENESS OF THE SERVICE.
- d) PIVOT TAKES NO RESPONSIBILITY FOR THE SECURITY, CONFIDENTIALITY OR PRIVACY OF THE COMMUNICATIONS

AND/OR DATA TRANSMITTED OVER THE INTERNET AND DOES NOT WARRANT (AND EXPRESSLY EXCLUDES ANY AND ALL EXPRESS OR IMPLIED WARRANTIES) THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR OR LOSS OF CONTENT, DATA OR INFORMATION. IN ADDITION, PIVOT SHALL NOT BE LIABLE FOR ANY COMPATIBILITY ISSUES PERTAINING TO CUSTOMERS' COMPUTERS, APPLICATIONS OR OTHER SOFTWARE ON ANY COMPUTERS USING THE SERVICE.

10. Limitation of Liability

- a) TO THE FULLEST EXTENT PERMITTED BY LAW IN NO EVENT SHALL PIVOT BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FOR ANY LOST PROFITS OR LOST SAVINGS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, STRICT LIABILITY, STATUTE OR OTHERWISE, WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED TO CONTENT FOUND HEREIN, (II) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO THE USE OF OR INABILITY TO USE ANY COMPONENT OF THE SERVICE OR THIS SITE), OR (III) THE PERFORMANCE OR NON PERFORMANCE BY PIVOT EVEN IF PIVOT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES TO SUCH PARTIES OR ANY OTHER PARTY.

- b) If, notwithstanding the foregoing, Pivot should be found liable for any loss or damage which arises out of or is in any way connected with any of the above described functions or uses of this site and software, the Service or its content, to the full extent permitted by law the combined aggregate liability of Pivot shall in no event exceed the value of one month subscription for the Service paid by you or a maximum of \$1,000.00, whichever is lower. Further, Pivot's liability to you in contract, tort, negligence, strict liability, under statute or otherwise will be reduced to the extent, if any, to which you contributed to the loss or damage.

11. Ownership & Copyright

Except as otherwise indicated, this Website, and all text, images, marks, logos and other content contained herein, including, without limitation, the Pivot logo and all designs, text, graphics, pictures, information, data, software, sound files, other files, content and the selection and arrangement thereof (collectively, the “**Site Content**”) are the proprietary property of Pivot or its licensors and are protected by Canadian and international copyright laws. All rights to the Site Content are expressly reserved.

12. Force Majeure

Pivot has no responsibility for and is released from all contractual obligations and liability (e.g. for damages) if its performance of these Terms and Conditions is affected by an event of force majeure. For the purpose of this clause, the term "force majeure" means and includes any event which was not under the control of Pivot, or was not reasonably foreseeable, including, but not limited to any natural disaster such as thunderstorm, flood or storm, fire, national emergency, strike or equivalent labour action, or the unavailability of the Internet for reasons beyond the control of Pivot.

13. General Provisions.

These terms and conditions will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and any disputes relating to these terms and conditions will be subject to the jurisdiction of the courts of Ontario. If you are outside Canada we accept no liability for breaches of any local laws in your jurisdiction and by accepting these terms and conditions you accept that it is your responsibility to ensure that any such laws are complied with.

14. Monthly Uptime Guarantee

- a) Pivot guarantees that its Service will be available 99.9% of the time in a calendar month (“**Monthly Uptime Guarantee**”), excluding Maintenance and Exclusions (both terms of which are defined below). You are eligible to claim service credit(s) for Service Downtime if Pivot fails to meet the Monthly Uptime Guarantee, provided the total Service Downtime of 0.1% in a calendar month is verified by Pivot.
- b) “**Service Downtime**” is defined as an inability to access the Service caused by failure of network equipment managed, owned, leased or used by Pivot to provide the Service, including the failure of managed switches, routers, and cabling but excluding Maintenance and Exclusions.
- c) If you attempt to access any of your data but the data is irrecoverable, you must report the same to Pivot as soon as possible. Pivot will investigate the cause of the same and will require your assistance during such investigation. If the result of Pivot's investigation indicates that the cause of such irrecoverable data is due to the fault of Pivot, then Pivot will grant a service credit to you up to a maximum of the fee charged to you for the calendar month during which the irrecoverable data event took place.

15. Support

Pivot provides 24/7 free email support for all paid subscriptions. Support queries are prioritized based on urgency and you should expect a response to an urgent query within 4 hours during business hours, standard support queries (including initial printer setup) within 24 hours and feature requests depends on personnel availability but are typically

replied to within 72 hours. Support does not include free phone calls, free site visits or free training, although it may sometimes be provided depending on availability.

Subsequent or repeat queries will likely be put to the back of the queue. It is recommended that you provide as much information as possible in your original query to ensure a fast response.

16. Maintenance

“**Maintenance**” means and includes:

- a) Any scheduled maintenance of the cloud data centers used by Pivot to provide the Service of which you are notified at least 3 days in advance. For the purpose of notifying you, Pivot will use the contact email on record. Please ensure that this email is up to date and accessed frequently; and
- b) any maintenance of the data centres used by Pivot: (a) is necessary to avoid an immediate threat to the data centre or the Service and (b) of which Customer is notified.

17. Exclusions

Customer shall not be entitled to any service credits if Service Downtime is due to the following ("Exclusions"):

- a) The actions or omissions of yourself or your employees, agents, representatives or contractors using the password(s) and user ID(s) issued by Pivot to you to access the Service;
- b) The result of Maintenance;
- c) A Denial of Service attack, hacker activity, or other malicious event or code targeted against Pivot or an Pivot customer;
- d) Failure of any hardware, software, network or Internet infrastructure not owned or managed by Pivot or its sub-contractors;
- e) Factors outside Pivot's reasonable control;

The Monthly Uptime Guarantee does not include time required to perform data restores and backups if applicable.

Privacy Policy

1. Who we are

Pivot offers you a cloud based dry cleaning software system to help improve your dry cleaning business. Pivot is based in Toronto, Canada and is located at 261 Davenport Road, Toronto, Ontario, M5R 1K3.

2. Pivot protects your privacy

Pivot is committed to protecting your privacy in accordance with the highest consumer protection standards.

Our privacy policy is designed with you in mind, and it is integral that you have a comprehensive understanding of our information collection and usage practices, as well as full confidence that ultimately, you have control of your personal information provided to Pivot. In summary, while you should read each provision in this Privacy Policy, you note that by using the Pivot Dry Cleaning Software:

- You agree that if you disclose your personal information to us, we may create a database record about you;
- If you register on our website, use our software, download any materials or conduct any other transaction, you agree for us to collect information necessary to provide you with the service you have requested, and you agree that this information may be disclosed to service partners (who may be third parties) for those purposes;
- You agree for us to use cookies on your browser (unless you remove them); and
- Your continued use of the Pivot web site and software indicates your agreement with any future changes in the Pivot Privacy Policy

3. What information is collected and how do we use it?

Pivot will not collect or monitor any personal information about you without your consent. The only personal information we collect is what you tell us about yourself and information about how you use our web site and software. Pivot collects information from you at several different points on the site:

New Account Registration

1. What information is collected?

When you register for an account with Pivot Dry Cleaning Software, you will be asked to create a login name and password, as well as to provide your contact information, such as your name, title, email address, and country of location.

You will also be asked to give billing information such as credit card billing information, your credit card type, number, expiry date and billing address. We do not store this information; our secure payment provider handles this.

2. Why do we collect it?

We collect the above information for the following purposes:

- To identify you when you use our software in order to enjoy a customized and personalized experience.
- To present you with a default screen layout based on the country of location you select.
- To allow us to process and complete your purchases.
- To allow you to enjoy convenience whenever you make purchases as you will not have to type the billing information repeatedly.
- For our customer service agents to contact you when necessary.

Cookies

1. What information is collected?

When you visit Pivot Dry Cleaning Software as a Guest or account holder, a cookie is stored onto your computer. A cookie is a small, encrypted text file containing some information about your preferences and allows your usage to be tracked. The use of cookies is now an industry standard, and you will find them used on most major web sites. However, you can always choose to disable cookies from being stored on your computer by changing your browser settings. Disabling cookies, however, may result in a limited experience of our functionality and services and in some cases may mean that we are unable to provide you with the services, or parts of the services, that you have requested. Some of our business partners whose content is incorporated into or linked to from our site may also use cookies. However, we have no access to or control over these cookies.

2. Why do we collect it?

Cookies, when stored on your computer, facilitate the following:

- Cookies allow us to save passwords and preferences for you so that you will not have to re-enter them the next time you visit. This means you will be able to enjoy conveniences such as login without having to type your login name every time you visit Pivot.
- Pivot will be able to make improvements to our site based on the aggregated usage statistics collected from cookies. These aggregated usage statistics are anonymous to third parties, and may also be used by Pivot's third party advertising companies in monitoring the effectiveness of advertisements.

Other Computer Information

1. What information is collected?

Session information such as IP (Internet Protocol) addresses, browser types, operating systems are also used for Pivot's system administration.

2. Why do we collect it?

Session information will allow us to enhance your experience on Pivot by allowing us to troubleshoot technical issues as well as to improve our site usability.

3. Who do we share your information with?

- Pivot is the owner of the information collected on this site. We do not sell or rent individual personal information to third parties and have no intention to do so in the future.
- We may disclose your personal information on occasion to third parties who work with us. Some of these third parties may be located outside your home country, or outside of the Canada. The information will be protected in a manner that is consistent with this Privacy Policy. Disclosure will be made in the following scenarios for the following purposes:
 - To successfully complete your purchases or otherwise implement our terms of service, your personal information is provided as needed to Pivot's third party product and service providers or other third parties authorised by Pivot, if any. In our efforts to continually improve our site and software, Pivot may employ the services of third party companies to perform projects such as market research surveys on our behalf.
 - When required by law to disclose the information.
 - With your prior express consent.
 - To protect the rights and property of Pivot.

Opt In and Opt Out Policy

1. You always have the option to opt in to participate in Pivot's product and service offers.
2. While Pivot hopes that you benefit from our product and service offers, at any time, you always have the option to opt out of the products and services that you have subscribed to.

Accessing your information and retention of information

1. You may at any time access and change your account or personal information or subscribed services. You can easily access your personal information if you login to your account with Pivot. Although we will take reasonable steps to keep your information accurate, complete and up-to-date, we request that you keep your information as current as possible so that we may continue to improve our service to you.
2. We will only withhold your access to such information in extremely limited circumstances where it is permitted by law, such as:
 - where it might be dangerous if you were to have it;
 - where it might prejudice an investigation currently underway;
 - where it relates to court proceedings and may be subject to the discovery process;
 - where it may relate to a commercially sensitive decision-making process; or
 - where other individuals' personal information is contained in the same record.

Minors

1. As we cannot distinguish the age of persons who access our site, a blanket privacy policy is applied. Pivot does not intend nor does it seek to receive any personal information from minors. Should a parent or guardian have reason to believe that a minor has provided Pivot with personal information without their prior consent, please contact us to ensure that the information is removed and unsubscribe them from any promotional contact opportunities.

Security

1. Pivot has implemented technology and security features to safeguard the privacy of your personal information. A secure server protects your personal information. Additionally, with Pivot, you can be assured that the information you provide to Pivot is transmitted using Secure Socket Layer (SSL) encryption.

2. We have internal procedures in place requiring our employees and data processors to respect the confidentiality of any personal information held by Pivot.

3. Pivot will endeavour to take all reasonable steps to keep secure any information which we hold about you. Your information is stored on secure servers that are protected in controlled facilities. Unfortunately, despite the aforementioned technology and security features, no data transmission over the Internet can be guaranteed to be 100% secure, so we cannot give an absolute assurance that the information you provide to us will be secure at all times, and we cannot be responsible for any event arising from unauthorized access to your personal information. Pivot will not be held responsible for events arising from third parties gaining unauthorized access to your personal information.

Keep your password safe

1. You can play your part in safeguarding your personal information by never disclosing your login password or account information to anybody. Whenever you login as a member on Pivot, particularly on somebody else's computer or on public internet terminals, you should always logout at the end of your session. Your assistance will help us protect the privacy of your personal information.

2. Pivot cannot be held responsible for lapses in security caused by third party accesses to information as a result of your failure to keep your personal information private. Please notify us immediately if there is any unauthorized use of your account by any other internet user or any other breach of security.

Changes to the Pivot Privacy Policy

1. Pivot may amend this Policy from time to time. If we make any substantial changes in any way we use your personal information, we will notify you by posting a prominent announcement on our web pages or by way of an e-mail and you will have a choice as to whether or not we may use the information in this different manner.

Fair Billing Policy

Pivot believes you should only have to pay for users that are actively using Pivot, so we offer a **Fair Billing** policy.

The short version

- You'll only be charged for users that are active.
- If all users become inactive, you will be charged for a minimum of one user.
- Any changes to the number of active users will be reflected in your monthly statement.

Add new users to Pivot

If you add new users partway through the billing cycle, we'll only charge for the cost of the time used. We'll keep track of this for you, and bill you at the end of each month.

Here's an example:

Your business is on the monthly plan, which costs \$59.99 per user per month. You add a new user 10 days into your billing period, leaving 20 days remaining in the month.

The prorated subscription cost is calculated by dividing the cost per user (\$59.99) by the number of days in the month (30) and multiplying it by the number of days remaining (20), which gives us the prorated subscription cost for the remainder of that billing period: \$39.99.

Credit card charges

We don't like surprises either! You'll see the first credit card charge on the day your Free Trial ends, but here are the other times you'll see charges from Pivot:

- On the **monthly renewal date** if you are on the monthly plan.
- Anytime your **balance exceeds \$1,000** from adding new users.

How inactive and deactivated accounts affect billing

Pivot automatically detects when users become inactive. When that happens, we will deposit prorated credits to your Pivot account and will be applied when new users are added or on your next renewal date. These credits have no currency or exchange value, are non-transferable and non-refundable, and will expire following the termination of your paid services plan with Pivot.

Here's how it works:

Your business is on the monthly plan, which costs \$59.99 per user per month. 15 days into your billing period, a user is deactivated.

To calculate the amount of prorated credits that will be deposited back to your account, divide the cost per user (\$59.99) by the number of days in the month (30) and then multiply it by the number of days that person used Pivot for that billing period (15): \$29.99.

Account activity	Status	Billing action
If a user hasn't used Pivot in over 14 days	Inactive	Credits are deposited to your Pivot account for the unused portion of the billing period
If a user has been deactivated by a business Owner/Admin	Inactive	Credits are deposited to your Pivot account for the unused portion of the billing period
If a deactivated user is re-enabled or an inactive user starts using Pivot again	Active	We'll automatically detect the change and charge the prorated cost for the days remaining in the billing period