

pivot
Terms of Use



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Acceptance of the Terms of Use

General

The Terms and Conditions (also referred to as “Terms” and “Terms of Use”) set out the rights and obligations and govern the use of the Services (which refers to the products and solutions), provided by pivot through Website (also referred to as “Site,” accessible from <https://pivotnow.ca/>), and the Platform (also referred to as 'Application', accessed from <https://pivotnow.io>).

This Agreement constitutes the entire agreement between pivot (also referred to as either "the Company", "We", "Us" or "Our" in this Agreement) and You (an individual, or individuals acting on your behalf, who can access pivot Application, Website, or Services) with respect to the subject matter hereof.

Your accessing, submitting requests, using and/or downloading pivot materials and any other use of the Services, is conditioned on Your acceptance of and compliance with these Terms and Conditions, which all visitors, users, and others who access or use the Services are bound to. If You disagree with any part of these Terms and Conditions, you are responsible for not making use of the Services and its materials. These Terms apply exclusively to Your access to and use of the Services and do not alter the terms or conditions of any other agreement You may have with pivot.

Language

These Terms and Conditions may have been translated to a different language if We have made them available to You on Our Services. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms of Use

We reserve the right to add, modify or replace any part of these Terms at any time, and to define if a revision is classified as material at Our sole discretion. If a revision is material, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect.

By continuing to access or use Our Services after revisions become effective, you agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, it is Your responsibility to stop using the Services.

User Conduct

As a user of the Services, you confirm that You are over the age of 18, as the Company does not permit those under 18 to use the Services. You therefore agree to practice proper user conduct by abiding to the following:

- Not to use the Services in any manner which could damage, disable, overburden, or impair the Site or Platform, or interfere with other parties use and enjoyment of the Services.
- Not to interfere with the security of, or otherwise abuse, the Services, or any connected services, system resources, accounts, servers, or networks or accessible through affiliated or linked sites.

- Not to disrupt or interfere with any other user's enjoyment of the Services, or any affiliated or linked sites and services.
- Not to upload, post or otherwise transmit any viruses or other harmful, disruptive, or destructive files or computer programs on the Services.
- Not use any script, robot, spider, web crawler, screen scraper, automated query program or other automated device/tool or any manual process to monitor or copy the content contained in any online services.
- Not use any device, software or routine to interfere or attempt to interfere with the proper working of the Services, and that you will not disturb the normal operation of such services.
- Not take any action that imposes an excessive, unreasonable or disproportionately large load on our infrastructure.
- Not to use the Service in a manner that harasses or may harass other parties, or that will or will have the potential to disrupt, undermine, corrupt, diminish or otherwise threaten or jeopardize the service or its integrity.
- Not to use or attempt to use another's account, service, or system without authorization from pivot, or create or use a false identity on the Services.
- Not to transmit spam, chain letters, junk mail or any other type of unsolicited mass e-mail to the Services.
- Not to attempt to obtain unauthorized access to this entirety or portions of the Services which are restricted from general access. In addition, you agree that You are solely responsible for actions and communications undertaken or transmitted to or for Your account, and that You will comply with all applicable laws that relate to Your use or activities on the Services.

User Data Privacy

When You visit the Services, provide contents, or send e-mails to pivot, you acknowledge that You are communicating with Us electronically, and are therefore consenting to receive replies and communications from pivot similarly, such as through e-mail or phone call.

You are not to send any confidential or proprietary information to pivot via the Site, nor does pivot want You to. The security of the Services is by no means guaranteed and You recognize that any information or materials that You provide to pivot is sent at Your own risk and will not be considered confidential or proprietary. In the case that You provide any such information or materials to pivot or to other users of the Services, You grant pivot and its r (an entity that has 50% or more of the ownership or shares) an unrestricted, perpetual, irrevocable, worldwide, royalty-free license to use, modify, reproduce, display or perform (including display or perform in public), communicate to the public, modify, adapt, transmit and distribute such information and materials in any form, with the right to grant sub-licenses.

You also agree that pivot and its affiliates are free to use any ideas, concepts, know-how or techniques that You provide to pivot for any purpose, and that You have all rights necessary to grant such rights to pivot. You further recognize that pivot does not want You to, and You warrant that You will not, provide any information or materials to pivot that are harassing, defamatory, libelous, tortious, offensive, threatening, obscene or otherwise unlawful, or that incorporates the proprietary or confidential material of another. You agree that all agreements, notices, disclosures, and other communications that We provide to You electronically satisfy any legal requirement that such communications be in writing. Any information about Yourself that You provide while accessing the Services, or information automatically collected by the Services, shall be governed by our Privacy Policy.

Intellectual Property Rights

pivot and its affiliates reserve all such rights to products, services, methods, and processes that may be covered by one or more patents or other statutory intellectual property rights and are subject to trade secrets and other proprietary rights.

pivot Website

The pivot Website is provided by pivot for business purposes. pivot may terminate, change, suspend, or discontinue any aspect of this Site, including the availability its features, at any time without notice or liability. pivot may similarly remove, add, or modify any content, including that of third parties, on or from this Site. pivot may also impose limits on certain features and services or restrict access to parts of or the entirety of the Site without notice or liability.

pivot Platform

The pivot Platform is developed by pivot for business partners to support enterprise AV service management solution. pivot may incrementally enhance features or functions without notice or liability.

Trademarks

The product names, company names and logos of pivot or any affiliate used on the Services may be trademarked, which includes registered trademarks. Such material and content may not be copied, imitated, or used, in whole or in part, without the prior written consent of pivot.

Other product and company names mentioned on the Services may be the trademark of their respective owners and no rights are granted by pivot with respect to them.

License and Copyright

Subject to the Terms set forth in this Agreement, pivot grants a non-exclusive, non-transferable, limited right to access, use, and display the Services and its contents for the purposes expressly stated on these Terms. This includes, but is not limited to, the text, graphics, animations, and images within the Services, which are the copyrighted work of pivot and/or its affiliates. Except as permitted by law and regulations, You may not use the Services for any other purpose and may not redistribute, sell, decompile, reverse engineer, disassemble or otherwise deal with the Services.

This authorization is not a transfer of title in the materials, or copies thereof, which are subject to the following restrictions:

- You must retain all copyright and other proprietary notices, on all copies of the materials that are accessed or downloaded.
- You may not modify the materials in any way or reproduce or publicly display, perform, or distribute or otherwise use them for any public or commercial purpose.
- You may not transfer the materials to any other person without Our written consent.
- You may not print or copy any of the data that are accessible through the Services.
- You agree to abide by all additional restrictions displayed on the Site and Platform, and the changes periodically made moving forward. Canadian and worldwide copyright laws and

treaty provisions protect the Services, including all its materials. You therefore agree to comply with all copyright laws worldwide in Your use of the Services and to prevent any unauthorized copying of the materials. Except as specifically provided herein, pivot does not grant any entity express or implied right or license under any intellectual property right of pivot. This includes, but is not limited to, any patent, trademark, copyright, trade secret, or confidential information of pivot, its affiliates or any of their third-party suppliers.

Links to Third-Party Content

Our Services may contain links to third-party (any services or content—data, information, products, or services—provided an entity other than the Company that may be displayed, included, or made available by the Services) websites, services, or other content offered by other entities which are not owned nor controlled by the Company. The presence of these links does not imply that pivot endorses or is legally connected to these services in any shape or form, nor are these sites and services authorized to use any content copyrighted or trademarked by pivot. You therefore acknowledge and agree that the Company shall not be responsible nor liable—directly or indirectly—for any damage or loss in connection with the use of, or reliance on, any such content.

Your access to third-party services, including payment and delivery of goods, is done so at Your own risk and understanding that the pivot Terms and Privacy Policy do not apply. It is Your responsibility to take all protective measures against all potential destructive elements. Any other terms (such as warranties) are solely between You and such services for which pivot shall not be responsible. We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Limitations

Warranties Disclaimer

The Services are provided to You "AS IS" and "AS AVAILABLE" and not warrant that will be operated without interruptions, nor that it will be error free. This includes, but is not limited to, the reliability of any advice, opinion, statement, or other information displayed or distributed through the Services or about the continued availability of the Services and its materials.

Without limiting the foregoing, neither the Company nor any of the company's provider, at the maximum extent permitted under applicable law and regulations, makes any representation or warranty of any kind, express or implied:

- to the operation or availability of the Services, or the information, content, and materials or products included thereon
- that the Services will be uninterrupted or error-free
- to the accuracy, reliability, or currency of any information or content provided through the Services
- that the Services, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some, or all the exclusions and limitations may not apply to You.

But in such a case, the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law and regulations.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers, under any provision of these Terms and Your exclusive remedy for all the foregoing, shall be limited to the amount actually paid by You through the Services, or 100 USD if You otherwise haven't purchased anything.

In no event shall the Company or its suppliers be liable for any direct or indirect damages to any entity whatsoever to the maximum extent permitted by applicable law and regulations even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails its essential purpose.

Limitation of Damages

pivot reserves the right, in its sole discretion, to correct errors or omissions, make changes or updates in any portion of the Services, its materials, and the products, services, programs, or prices (if any) described at any time without prior notice.

In no event shall pivot, its affiliates and/or their suppliers be liable for damages or losses of any form to any entity related to the use, or the inability use of the Services, its contents and materials, or any linked third-party website.

The limitations of liability and disclaimers herein contained apply regardless of the form of action or agreement, and shall survive a fundamental breach or breaches, or the failure of the essential purpose of contract or the failure of an exclusive remedy.

Governing Law and Regulations

The laws of Ontario, Canada, excluding its conflicts of law and regulations rule, shall govern this Terms and Your use of the Services. Your use of the Application may also be subject to other local, state, national, or international laws.

If You are a European Union consumer, you will benefit from any mandatory provisions of the law and regulations of the country in which You are resident in.

Disputes Resolution

If You have any concern or dispute about the Services, you agree to first try to resolve the dispute informally by contacting the Company.

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and regulations and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Termination

pivot may immediately terminate or suspend access to the Services, and all rights and licenses contained herein, without prior notice or liability, for any reason whatsoever, including without limitation, if You breach these Terms and Conditions.

Upon termination, your right to use the Services will cease immediately, and You are responsible for destroying all materials obtained prior to termination.

Contact Us

We welcome your questions, comments, and requests regarding these Terms and Conditions, please contact us at:

pivotnow.io

235 Carlaw Avenue Unit 600, Toronto, ON M4M 2S1

Att: Data Protection Officer

support@pivotnow.io

416-628-3148

We have procedures in place to receive and respond to inquiries about our compliance with this policy. To discuss our compliance with this policy please contact our Data Protection Officer using the contact information listed above.

Document History

Version	Date	Description	Written by	Approved by
1.0.0	07/04/2019	Initial Version	Kevin Rauch	Eric Rauch
2.0.0	07/09/2025	Rebranding	Crystal Tang	Kevin Rauch
2.0.1	11/14/2025	Update Address	Crystal Tang	Eric Rauch