Terms of use

Updated on 20/10/2025

Introduction

Welcome to Pivot! We're excited to have you here but before you start using our services, we do need you to look through and accept our terms of use, along with our service agreement. We've done our best to explain it all without using too much jargon, so it's clear what we expect from you and what you can expect from us.

These are your legal rights and obligations, so please do read everything. If you can't agree to our terms, then you can't use our services.

If you still have questions or comments after you've read these terms, please get in touch. We'd love to help!

A. Joining and using Pivot

In this section we explain how to subscribe to Pivot Systems and use our services. When you see a word in bold, it will have the same corresponding meaning every time it's used within these terms.

1. **You, your entity and Pivot Systems:** When we say **you, yourself** or **your,** we mean yourself the user. When we say **your entity** or **your entities** we mean the entity or firm you're authorised to represent. When we say **Pivot Systems, Pivot, we, our** or **us,** we're talking about Pivot Systems Pty Ltd.

2. **Our services:** Our **services** consist of all the services we provide now or in the future, including our cloud-based software products.

3. **Subscription Contracts:** Our services are provided as a **subscription** on a **contractual** basis between Pivot Systems and your entity. These contracts include information on your subscription such as services, invoicing and payment terms. When your entity enters into a **contract** with us to use our services and accept these terms, you must nominate at least **1 authorised user.** If you're an authorised user, you're the one responsible for ensuring the **contract** terms are fulfilled.

4. **Authorised users role:** As an authorised user, you take responsibility for fully controlling how your entities subscriptions are managed and who can access it. For example:

- You control access to a subscription. You decide who's invited to use our services your entity has subscribed to and what kind of access the invited user has. You can change or stop that access at any time
- You're responsible for resolving any disputes with any invited users over access to your entities subscription
- You're responsible for all your invited users' activity
- You may add or remove your entities authorised users

5. **People invited to use Pivot Systems:** An **invited user** is a person other than an authorised user who has been invited to use our services. If you're an invited user, you must also accept these terms to use our services.

6. **User roles and access:** As an authorised user inviting others to use our services, you should understand the permissions you're granting to invited users. If you'd like to read more about user roles and levels of access, checkout the support portal.

7. **The right to use our services:** Whether you're an authorised or an invited user, we grant you the right to use our services (based on your entities subscription, your user role and the level of access you've been granted) for as long as the contract terms are met, until the contract is terminated, or – if you're an invited user – until your access is revoked.

8. **Rules:** Whatever your role, when you use Pivot you agree to follow the rules outlined in **section H** below. Please read them and make sure you understand what you should and shouldn't do.

9. **Your responsibilities:** You promise that you'll keep your information (including a current email address) up to date. You're responsible for providing true, accurate and complete information and for verifying the accuracy of any information that you use from our services for your legal, tax and compliance obligations. You're also responsible for protecting your username and password from getting stolen or misused. Our service has minimum password standards but you will ensure that passwords are very strong and not easily guessable. The stronger the password the better!

10. **When we introduce new or revised services:** Since we're always thinking about how to make Pivot the best it can be, we regularly expand our services. For new or updated services, there might be additional terms. We'll let you know what those terms are before you start using those services.

11. **What we own:** We own everything we've put into our services unless otherwise stated and excluding content owned by others. This includes rights in the design, compilation, and look and feel of our services. It also includes rights in all copyrighted works, trademarks, designs, inventions, and other intellectual property. You agree not to copy, distribute, modify or make derivative works of any of our content or use any of our intellectual property rights in any way not expressly permitted by us.

B. Pricing

Unless you're in a free trial or other offer period, you'll need to pay for a subscription based on the pricing outlined in your entities contract. The pricing details and other terms of this subscription are detailed in your entities contract.

12. **Trial subscriptions:** When you first sign up, you may opt for a free trial, based on the terms specified at the time. If you choose to continue using our services after the trial, you'll be billed in accordance with the entities contract. If you choose not to continue using our services following a trial, you may request for the deletion of your organisation.

13. **Taxes for your use of our services:** You're responsible for paying all other external fees and taxes associated with your use of our services wherever levied. Your responsibility includes withholding tax if it applies, unless we already process that withholding tax. GST is included in your entities contract.

14. **Additional services:** Depending on where you're based and how you use our services, you may be able to take advantage of additional services that Pivot offers. These might incur an additional fee that will be detailed in your entities contract when you sign up for those services.

15. **Importance of timely payments:** In order to continue accessing our services, you need to make timely payments based on your entities contract. To avoid delayed or missed payments, please make sure we have accurate payment information. If we don't receive timely payments, we may suspend access to your subscription until the payment is made.

C. Data use and privacy

Pivot uses your data to provide our services to you. Our Privacy notice is an important part of these terms and describes in more detail how we deal with personal data, like your name and email address.

16. **Use of data:** When you enter or upload your data into our services, we don't own that data but you grant us a licence to use, copy, transmit, store, analyse, and back up all data you submit to us through our services, including personal data of yourself and others, to: enable you to use our services; allow us to improve, develop and protect our services; create new services; communicate with you about your subscription; and send you information we think may be of interest to you based on your marketing preferences.

17. **Use of your own personal data:** We respect your privacy and take data protection seriously. In addition to these terms, our Privacy notice sets out in detail how we process your own personal data that you enter into Pivot, like your name and email address.

18. **Anonymised statistical data:** When you use our services, we may create anonymised statistical data from your data and usage of our services, including through aggregation. Once anonymised, we may use it for our own purposes, such as to provide and improve our services, to develop new services or product offerings, to identify business trends, and for other uses we communicate to you.

19. **Data breach notifications:** In the event of a data breach affecting your subscription, Pivot Systems will notify you promptly and provide relevant information. Clients are responsible for determining and fulfilling their legal obligations, including notifying affected individuals and authorities, based on the breach's nature and applicable laws. Pivot Systems disclaims liability for any regulatory fines or penalties arising from delayed or incomplete notifications.

D. Confidential information

We take reasonable precautions to protect your confidential information and expect that you'll do the same for ours.

20. **Keeping it confidential:** While using our services, you may share confidential information with us, and you may become aware of confidential information about us. You and we both agree to take reasonable steps to protect the other party's confidential information from being accessed by unauthorised individuals. You or we may share each other's confidential information with legal or regulatory authorities if required to do so.

E. Security

We take security seriously and you should too! To help protect our services and your data, we may offer added security features such as multi-factor authentication.

21. **Security safeguards:** We've invested in technical, physical and administrative safeguards to do our part to help keep your data safe and secure. Read more about these measures in our Security notice. While we've taken steps to help protect your data, no method of electronic storage is completely secure and we cannot guarantee absolute security. We may notify you if we have reason to believe that someone has accessed (or may be able to access) your account without authorisation and we may also restrict access to certain parts of our services until you verify that access was by an authorised user.

22. **Account security features:** We may introduce security features to make your account more secure, such as multi-factor authentication. Depending on your region or what services you're using, we may require you to adopt some of these features. Where we make the use of security features optional, you're responsible (meaning we're not liable) for any consequences of not using those features. We strongly encourage you to use all optional security features.

23. **Playing your part to secure your data:** You have an important part to play by keeping your login details secure, not letting any other person use them, and by making sure you have strong security on your own systems. If you realise

there's been any unauthorised use of your password or any breach of security to your account or email address linked to your account, you need to let us know immediately. You also agree not to use free-form fields in any of Pivot's systems or services to store personal data (unless it's a field explicitly asking for personal data - like a first name or a last name), credit card details, tax identifiers or bank account details.

Clients are responsible for securing access to their accounts and systems. We are not liable for unauthorised access or data breaches resulting from weak passwords, failure to implement security recommendations, or client-side vulnerabilities.

F. Apps and third-party products

To help make your Pivot experience even better, our ecosystem includes apps and other products and services provided by third parties.

24. **Other services:** Some of our services (such as our mobile apps) may be available through other companies' services, such as The Apple App Store. These companies may have additional terms that apply to you that you must be aware of and follow. We will do our best to make these terms known to you, however we are not responsible for ensuring you adhere to them.

25. **Third-party products:** Along with the use of our services, you may use data, services and apps from other companies (**third-party products**). Any third party providing a third-party product is a **provider** and is independent of us, so be aware that a provider may also charge you fees in addition to what you pay us.

26. **Third-party terms and descriptions:** Third-party products are subject to terms and conditions and privacy notices set by their providers. These include important things like pricing, refund policies, and how the provider will use your data that you make available to them. Be sure to read and make sure you agree to their terms and conditions and understand their approach before you connect to them. We don't endorse or assume any responsibility for third-party products.

27. **Use of your data to connect you to third party products:** If you choose to connect your service to third-party products, we will use your personal data for that connection. Where we receive data as a result of that connection, we will use that data in line with our *Privacy notice* and these terms.

G. Maintenance, downtime and data loss

We really try to minimise any downtime, but sometimes it's necessary so we can keep our services updated and secure. You also may have occasional access issues and may experience data loss, so backing up your data is important.

28. **Availability:** We strive to maintain the availability of our services, and provide online support during business hours. On occasion, we need to perform maintenance on our services, and this may require a period of downtime. We try to minimise any such downtime, particularly during business hours. Where planned maintenance is being undertaken, we'll attempt to notify you in advance but can't guarantee it.

29. **Access issues:** You know how the internet works – occasionally you might not be able to access our services and your data. This might happen for any number of reasons, at any time.

30. **Data loss:** Data loss is an unavoidable risk when using any technology. While we do conduct regular backups of data across our services, we cannot guarantee complete data restoration in the event of data loss (though we will try our best). You're responsible for maintaining copies of your data entered into our services. For information on how to do that, check out our support portal. You can find more specific information on this in our *Backup and Recovery notice*.

31. **No compensation:** Whatever the cause of any downtime, access issues or data loss, your only recourse is to discontinue using our services.

32. **Problems and support:** If you have a problem, we have excellent support articles available through our support portal that should help you with most situations. If you've tried this and still need help, you can contactour support team by accessing the support portal and clicking on 'contact us'.

33. **Modifications:** We frequently release new updates, modifications and enhancements to our services, and in some cases discontinue features. Where this occurs, we'll endeavour to notify you where practical (for example, by email, or within our services when you log in).

H. Do's and don'ts

This section is super important because it outlines how you can (and can't) use our services. Much of it will becommon sense.

34. **Feedback:** We love your feedback and may use it without restriction.

35. **Help using our services:** We provide a lot of guidance and support to help you use our services. You agree to use our services only for lawful business purposes and in line with the instructions and guidance we provide.

36. **Limitations:** Some of our services may be subject to limits such as a cap on the number of annual transactions. This will be detailed in your entities contract.

37. **No-charge or beta services:** Occasionally we may offer a service at no charge – for example a beta service, or a time-limited trial account. Because of the nature of these services, you use them at your own risk.

38. **While we can't cover everything here, we do want to highlight a few more examples of things you must not ever do:**

- Undermine the security or integrity of our computing systems or networks.
- Use our services in any way that might impair functionality or interfere with other people's use.
- Access any system without permission.
- Introduce or upload anything to our services that includes viruses or other malicious code.
- Share anything that may be offensive, violates any law, or infringes on the rights of others.
- Modify, copy, adapt, reproduce, disassemble, decompile, reverse engineer or extract the source code of any part of our services.
- Resell, lease or provide our services in any way not expressly permitted through our services.
- Repackage, resell, or sublicense any leads or data accessed through our services.
- Commit fraud or other illegal acts through our services.
- Act in a manner that is abusive or disrespectful to a Pivot employee, partner, or other Pivot customer. We will not tolerate any abuse or bullying of our employees in any situation and that includes interaction with our support teams.

I. Termination

You can terminate your entities subscription with 90 days written notice, provided the minimum term of your entities contract has been reached. We may terminate your entities subscription as well with the same notice. If you violate these terms, we may terminate your subscription immediately.

39. **Subscription period:** Your entities subscription continues for the period covered by your entities contract. At the end of each period, these terms automatically continue for a further period of the same duration as the previous one, unless otherwise stated in your entities contract. You may choose to terminate your entities subscription at any time by providing 90 days written notice in advance, provided the minimum term of your entities contract has been reached. You'll still need to pay all relevant subscription fees up to and including the date of termination.

40. **Termination by Pivot:** Pivot may choose to terminate your entities subscription at any time by providing you with one month's written notice in advance, provided the minimum term of your entities contract has been reached. Pivot may also terminate or suspend your subscription or access to all or any data immediately if:

- you breach any of these terms and do not remedy the breach within 14 days after receiving notice of the breach,
- you breach any of these terms and the breach cannot be remedied,
- you fail to pay subscription fees, or
- you or your entity become insolvent, your entity goes into liquidation or has a receiver or manager appointed over any of its assets, you become insolvent or make any arrangement with your creditors, or become subject to any similar insolvency event in any jurisdiction.

41. **No refunds:** No refunds will be issued for terminated subscriptions, except where required by law. If Pivot Systems terminates your subscription without cause, we will refund the unused portion of your subscription fees. In cases of termination for breach or non-payment, no refunds will apply.

42. **Retention of your data:** Once a subscription is terminated by you or us, it is archived and the data submitted or created by you is no longer directly available to you as access to the system will be limited. We retain this data for a minimum of 2 years (unless otherwise noted in your entities contract) in case you need it as part of your record retention obligations. You can get in touch with us to request a copy of this data, or have your data removed completely if you wish.

J. Liability and indemnity

This section is important as it outlines liability terms between you, your entity and us. We urge you to read it closely and in full.

43. **You indemnify us:** You indemnify us against all losses, costs (including legal costs), expenses, demands or liability that we incur arising out of, or in connection with, a third-party claim against us relating to your use of our services or any third-party product (except as far as we're at fault).

44. **Disclaimer of warranties:** Our services and all third-party products are made available to you on an "as is" basis. Subject to the exclusion in section 50, we disclaim all warranties, express or implied, including any implied warranties of non-infringement, merchantability and fitness for a particular purpose.

45. **Limitation of liability:** Other than liability that we can't exclude or limit by law, our liability to you in connection with our services or these terms, in contract, tort (including negligence) or otherwise, is limited as follows:

- To the maximum extent permitted by law, we have no liability for indirect, consequential, or incidental loses arising from your use of our services including but not limited to any loss of revenue or profit, loss of goodwill, loss of customers, loss of capital, loss of anticipated savings, legal, tax or accounting compliance issues, damage to reputation, loss in connection with any other contract, or indirect, consequential, incidental, punitive, exemplary or special loss, damage or expense.
- For loss or corruption of your data, our liability will be limited to taking reasonable steps to try and recover that data from our available backups.

K. Disputes

This section outlines how disputes may be resolved.

46. **Dispute resolution:** Most of your concerns can be resolved quickly and to everyone's satisfaction by contacting our support. If we're unable to resolve your complaint to your satisfaction (or if we haven't been able to resolve a dispute we have with you after attempting to do so informally), you and we agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. You and we agree that any dispute must be brought in the parties' individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

L. Important housekeeping

Here we set out some additional terms. Take a read as they cover important issues.

47. **No professional advice:** Just to be clear, Pivot isn't a professional services firm of any sort, and isn't in the business of giving any kind of professional advice. We may provide you with information we think might be useful, but this should not be seen as a substitute for professional advice and we aren't liable for your use of the information in that way.

48. **Events outside our control:** We do our best to control the controllables. We aren't liable to you for any failure or delay in performance of any of our obligations under these terms arising out of any event or circumstance beyond our reasonable control.

49. **Notices:** Any notice you send to Pivot must be sent to legalnotices@pivotsystems.com.au. Any notices we send to you will be sent to all authorised users email addresses provided to us through your subscription.

50. **Exclusion:** In some places, there may be non-excludable warranties, guarantees or other rights provided by law(**non-excludable guarantees**). They still apply – these terms do not exclude, restrict or modify them. Except for non-excludable guarantees and other rights you have that we cannot exclude, we're bound only by the express promises made in these terms. Our liability for breach of a non-excludable guarantee is limited, at our option, to either replacing or paying the cost of replacing the relevant service (unless the non-excludable guarantee says otherwise).

51. **Blocking your access, disabling your subscription, or refusing to process a payment:** We may block your access, terminate your subscription, or refuse to process a payment if we reasonably believe there's a risk - like a potential breach of a law or regulation - associated with you, your entity, your subscription, or a payment. Examples of where we might do this include transactions where the payment is from a sanctioned person or country; or where we reasonably believe there is a legal or regulatory risk or a risk of loss being suffered by us or our customers or partners. You promise that you're not located in a sanctioned country and are not on a sanctioned persons list. We may also block users from a country if we can't receive payments from that country. You should check what payment methods are available in your country for making payments. We may take any of these actions without notice.

52. **Relationship between the parties; assignment:** Nothing in these terms is to be construed as constituting a partnership, joint venture, employment or agency relationship between you and us, or between you and any other authorised or invited user. You're solely responsible for resolving disputes between you and any other authorised or invited user.

53. **Changes to these terms:** We sometimes will decide to change these terms of use. But don't worry, changes won't apply retrospectively and, if we make changes, we'll make every effort to let you know. You can keep track of changes to our terms by referring to the version and the date last updated at the top of the terms. Generally, we endeavour to provide you with 30 days' notice of material changes before they become effective, unless we need to make immediate

changes for reasons we don't have control over. When we notify you, we'll do it by email or by posting a visible notice through our services. If a change isn't material, we may not notify you. If you find a modified term unacceptable, you may terminate your subscription by giving the standard advance notice to Pivot outlined in Section I.

54. **Enforcement of terms:** If there's any part of these terms that either one of us is unable to enforce, we'll ignore that part but everything else will remain enforceable.

55. **Interpretation:** Words like 'include' and 'including' are not words of limitation and where anything is within our discretion we mean our sole discretion.

56. **Our entity details:** Our entity details are listed in the table below along with what law and venue apply in any dispute between you and us:

Entity country	Legal name of entity	Address	Registration (ABN)	Law	Venue
Australia	Pivot Systems Pty Ltd	Level 1, 10 Oxley Road, Hawthorn, VIC 3122	52 658 294 770	Victoria, Australia	Victoria, Australia

M. Changes to this document

Date	Change
1st March 2022	- Document created.
1st October 2024	- Introduction reworded to include service agreement. - Section I, 39. Termination period updated. - Section L, 56. Entity details updated.
29th November 2024	- Adjusted wording throughout the document to be more concise
20th October 2025	- Review, no changes.

You've made it to the end. Thanks for reading our terms!