

PRIVACY POLICY

Effective Date: January 2025

Pivot Educational Services ("we," "us," or "our") values your privacy and is committed to protecting your personal information. This Privacy Policy outlines how we collect, use, store, and protect your data when you use our services, including enrolling in our courses, accessing our website, or communicating with us.

1. Information We Collect

We may collect the following types of information:

- **Personal Information:** Your name, email address, phone number, billing address, and payment details when you register for our courses.
- **Usage Information:** Data about how you interact with our website and services, including IP address, browser type, and pages visited.
- Course-Related Data: Attendance records, assessments, and other data related to your participation in our courses.
- Communication Data: Information you provide when you contact us via email, phone, or other channels.

2. How We Use Your Information

We use your information to:

- Process registrations and payments for courses.
- Provide access to our courses and course materials.
- Communicate with you regarding course updates, schedules, and support.
- Improve our services, including quality assurance and training.
- Comply with legal and regulatory requirements.

3. Sharing of Information

We do not sell, rent, or share your personal information with third parties except in the following cases:

- **Service Providers:** We may share your information with trusted third-party vendors who assist us in operating our services, such as payment processors and IT support providers.
- Legal Obligations: If required by law or in response to legal processes, we may disclose your information.
- **Business Transfers:** In the event of a merger, acquisition, or sale of assets, your data may be transferred to the new entity.

4. Cookies and Tracking Technologies

Our website uses cookies to enhance user experience and collect analytics data. You can manage your cookie preferences through your browser settings.

5. Data Security

We implement reasonable administrative, technical, and physical safeguards to protect your information from unauthorized access, use, or disclosure. However, no method of transmission over the internet or electronic storage is completely secure, and we cannot guarantee absolute security.



6. Data Retention

We retain your personal information for as long as necessary to fulfill the purposes outlined in this <u>Privacy</u> Policy or as required by law.

7. Your Rights

Depending on your location, you may have certain rights regarding your personal information, including:

- Accessing, correcting, or deleting your data.
- Restricting or objecting to the processing of your data.
- Receiving a copy of your data in a portable format.

 To exercise these rights, contact us at info@pivoteducationalservices.com.

8. Third-Party Links

Our website or course materials may contain links to third-party websites. We are not responsible for the privacy practices or content of these external sites.

9. Children's Privacy

Our services are not directed to individuals under the age of 13. We do not knowingly collect personal information from children without parental consent.

10. International Users

If you are accessing our services from outside the United States, please note that your data may be transferred to and processed in the U.S., where data protection laws may differ from those in your jurisdiction.

11. Changes to This Privacy Policy

We reserve the right to update this Privacy Policy at any time. Changes will be posted on our website, and the effective date will be updated accordingly. Continued use of our services constitutes acceptance of the revised policy.

12. Contact Us

If you have questions or concerns about this Privacy Policy or our data practices, please contact us at Pivot Educational Services Email: info@pivoteducationalservices.com

TERMS OF SERVICE

Effective Date: January 2025

Welcome to Pivot Educational Services! By enrolling in our virtual live, instructor-led courses, you agree to the following Terms of Service. Please read them carefully.

1. Acceptance of Terms

By registering for and participating in Pivot Educational Services courses, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service and our <u>Privacy Policy.</u>



2. Course Enrollment and Payments

2.1 Registration

To enroll, you must complete the registration process and provide accurate, up-to-date information. Pivot Educational Services reserves the right to deny enrollment for any reason.

2.2 Fees and Payment

All course fees must be paid in full prior to the start of the course. Prices are listed in U.S. dollars and are subject to change without notice. Payment methods include Visa, Mastercard, American Express, Discover, Apple Pay, Google Pay, Affirm, and PayPal.

2.3 Refunds and Cancellations

Refund Policy

Refunds for online courses are only given under the following circumstances:

- The participants may request a refund if they did not access any portion of the online course **and** submits a written request via email within **three business days** from the date of the registration (as indicated in the email notification) to <u>info@pivoteducationalservices.com</u>. There will be no refunds for any online courses (or curricula) once a course has been accessed in any manner.
- A full refund will be issued less an administrative fee of \$25.
- All shipped course materials (books, study guides, Self-Study Kits, etc.) must be returned unopened/unused at your own expense if you accepted delivery of the package. There are no refunds for Kindle books or e-books. Additional restocking and shipping costs may apply to returned books.

Webinar Courses

- Participants have until seven days prior to the webinar start to request a refund.
- Participants can swap to a self-paced online course (when applicable) if they no longer qualify for a refund.

Cancellation Policy

- If the participant cancels the course booking within **fourteen calendar days** of receiving their order confirmation and before the start of the course, they are entitled to a full refund of the price paid.
- Refunds will be reimbursed using the same payment method as the initial transaction unless expressly agreed otherwise. In any event, the participant will not incur fees as a result of the reimbursement.
- If the participant starts to use our services during the cancellation period (i.e., if the course commences during the 14-day cancellation period) and/or accesses course materials via our virtual learning environment, no refund will be payable.

Cancellation by Pivot Educational Services

• While every effort is made to avoid changes to our program, Pivot reserves the right to withdraw or cancel any course. If for any reason we cancel a course, all course fees will be returned in full.

2.4 Payment Disputes

Participants must contact Pivot Educational Services directly to resolve any payment disputes. Initiating a chargeback without prior communication may result in removal from the course and potential legal action.



3. Course Access and Participation

3.1 Technology Requirements

Participants must have access to a stable internet connection, a compatible device, and any required software to attend the live virtual sessions. Pivot Educational Services is not responsible for technical difficulties on the participant's end.

3.2 Code of Conduct

Participants are expected to behave professionally and respectfully. Disruptive, abusive, or inappropriate behavior, including harassment or plagiarism, may result in removal from the course without a refund. In such cases, Pivot Educational Services reserves the right to deny future enrollment.

3.3 Attendance and Recordings

Attendance is required for live sessions. Pivot Educational Services may record sessions for quality assurance or future use. By participating, you consent to being recorded. Participants are prohibited from recording, reproducing, or distributing any part of the live sessions without prior written consent.

3.4 Participant Obligations

Participants are responsible for ensuring their technology meets the course requirements and for completing any pre-course preparation as outlined in the course description.

4. Intellectual Property

All course materials, including but not limited to videos, slides, and handouts, are the property of Pivot Educational Services and are protected by copyright laws. Participants are granted a non-transferable license to access and use the materials solely for personal, non-commercial purposes. Reproduction, distribution, or sharing of course materials without permission is strictly prohibited.

5. Limitations of Liability

Pivot Educational Services is not liable for any indirect, incidental, or consequential damages arising from participation in its courses. The total liability for any claim related to the services provided shall not exceed the amount paid for the course.

6. Privacy and Data Use

Pivot Educational Services collects and uses personal information in accordance with its <u>Privacy Policy</u>. By enrolling, you consent to the collection and use of your information as described therein. Recordings and other participant data may be used for internal quality assurance and training purposes, in compliance with applicable data protection laws.

7. Dispute Resolution

Any disputes, claims, or controversies arising out of or relating to these <u>Terms of Service</u> or your participation in Pivot Educational Services courses shall be resolved exclusively through binding arbitration. Arbitration will be conducted in accordance with the rules of the American Arbitration Association.



The arbitration will take place in, or be governed by, the state of Delaware. The decision rendered by the arbitrator will be final and binding. Each party shall bear its own costs for arbitration unless otherwise determined by the arbitrator. By agreeing to these <u>Terms of Service</u>, you waive your right to a trial by jury or to participate in a class action.

8. Force Majeure

Pivot Educational Services shall not be liable for any failure to perform its obligations due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, power outages, internet disruptions, or governmental actions.

9. Disclaimer of Warranties

Pivot Educational Services makes no guarantees regarding participants' success, comprehension, or application of the material taught in the courses. All services are provided on an "as is" basis without warranties of any kind, either express or implied.

10. Modification of Terms

Pivot Educational Services reserves the right to update or modify these <u>Terms of Service</u> at any time. Changes will be communicated via email or posted on our website. Continued participation in courses constitutes acceptance of the revised terms.

11. Severability

If any provision of these <u>Terms of Service</u> is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. Accessibility and Accommodations

Pivot Educational Services is committed to providing accessible courses. Participants requiring accommodations for disabilities should contact us at least 14 days before the course start date to make arrangements.

13. Contact Information

If you have any questions or concerns regarding these <u>Terms of Service</u>, please contact us at Pivot Educational Services by Emailing: <u>Info@pivoteducationalservices.com</u>



Effective Date: January 2025

1. Refund and Cancellation Policy Disclosure

By proceeding with this payment, you acknowledge and agree to our <u>Refund</u> and <u>Cancellation</u> Policy. Refunds are only available under the conditions outlined in our policy. Please review the policy carefully before making your purchase.

2. Payment Authorization and Consent

By clicking 'Confirm Payment and Enroll,' you authorize Pivot Educational Services to charge your selected payment method for the total amount indicated above. You confirm that the information provided is accurate and that you are the authorized user of the payment method.

3. Dispute Resolution Clause

Any disputes related to this transaction, or the services provided shall be resolved exclusively through binding arbitration, as governed by the laws of the state of Delaware. By completing payment, you waive your right to a trial by jury or participation in a class action.

4. Privacy and Data Security Notice

Your personal and payment information is protected by industry-standard encryption technologies. We do not store your credit card information. Please review our <u>Privacy Policy</u> for more details on how we safeguard your data.

5. Acknowledgment of Terms and Conditions

By completing your payment, you agree to our <u>Terms of Service</u> and <u>Refund</u> and <u>Cancellation</u> Policy.

6. Non-Refundable Fees Disclosure (if applicable)

Certain administrative fees or materials fees may be non-refundable. Please refer to our <u>Refund</u> and <u>Cancellation Policy for details</u>.

7. Tax and Additional Fees Notice (if applicable)

The total amount charged may include applicable taxes, shipping fees (for physical materials), or other charges as specified at checkout.

8. Confirmation and Receipt Language

Once your payment is processed successfully, you will receive a confirmation email with your receipt and course details. If you do not receive this email within 24 hours, please contact us at Info@pivoteducationalservices.com.

9. Errors and Declined Payments

If your payment cannot be processed, please verify your payment details, or try a different method. If you encounter repeated issues, contact us at Info@pivoteducationalservices.com.

10. Accessibility Statement (Optional)

If you require assistance with completing your payment or need accommodations due to a disability, please contact us at Info@pivoteducationalservices.com.





Payment Terms and Conditions

Effective Date: January 2025

1. Acceptance of Terms

By proceeding with a payment through Pivot Educational Services, you agree to these Payment Terms and Conditions as well as the <u>Terms of Service</u> and <u>Privacy Policy</u>. If you do not agree, you should not proceed with the payment.

2. Payment Methods

We accept payments via credit card, debit card, and other payment methods as displayed at checkout. All transactions are processed securely, and your payment information will not be stored by Pivot Educational Services. For further details, refer to our <u>Privacy Policy</u>.

3. Billing

By providing payment details, you authorize Pivot Educational Services to charge the applicable fees to your chosen payment method. All charges are displayed in USD unless otherwise noted. Payments must be made in full prior to the start of the service or course as specified in our Terms of Service.

4. Refund Policy

Refunds are issued under the circumstances outlined in the Refund Policy.

5. Late or Failed Payments

In the event of a failed payment, you will be notified via the email address associated with your account. You are responsible for ensuring that payment information is accurate and up to date. Late payments may incur additional fees, which will be communicated to you in advance.

6. Cancellations

Services may be canceled according to the terms outlined in our <u>Terms of Service</u>. Any fees incurred prior to cancellation will remain due and payable. Pivot Educational Services reserves the right to cancel any course or service, in which case all course fees will be refunded in full.

7. Dispute Resolution

If you have concerns or disputes regarding charges, please contact us at <u>info@pivoteducationalservices.com</u>. Disputes will be handled as per the Dispute Resolution section in our Terms of Service.

8. Changes to Payment Terms

Pivot Educational Services reserves the right to update these <u>Payment Terms and Conditions</u> at any time. Updates will be posted on this page, and continued use of our payment services constitutes acceptance of any changes.



9. Privacy and Data Use

Pivot Educational Services collects and uses personal information in accordance with its <u>Privacy Policy</u>. By proceeding with a payment, you consent to the collection and use of your data as described therein.

10. Contact Information

If you have any questions about these Payment Terms and Conditions, please contact us at: **Email:** info@pivoteducationalservices.com