

TERMS OF SERVICE

Pivot Real Estate Company

Effective Date: July 22, 2026

These Terms of Service (“Terms”) govern your access to and use of the website and services (the “Services”) of Pivot Real Estate Company (“Pivot,” “we,” “us,” or “our”). By accessing or using the Services, you agree to these Terms. If you do not agree, do not use the Services.

1. About Pivot & the Services

Pivot Real Estate Company is a licensed Texas real estate brokerage (TREC Firm License #9010873-BB), operating under an assumed name approved by the Texas Real Estate Commission (TREC), with Christopher Zakraysek serving as Designated Broker (TREC #718071-B). The Services include our website, informational content, and tools for prospective and sponsored sales agents, including agent application and onboarding.

2. No Guarantee of Information; Not Legal or Tax Advice

Content on the Services is provided for general informational purposes. While we strive for accuracy, information (including any real estate information) is provided “as is,” is deemed reliable but not guaranteed, and is subject to change without notice. Nothing on the Services constitutes legal, tax, financial, or professional advice.

3. Equal Housing Opportunity

Pivot Real Estate Company supports and complies with all applicable federal and state fair housing laws and the Equal Housing Opportunity policy. We do not discriminate on the basis of race, color, religion, sex, disability, familial status, national origin, or any other protected class.

4. Agent Applications, Onboarding & Accounts

If you submit an agent application or use any agent portal or account, you agree to provide accurate information and to keep your credentials confidential. You are responsible for activity that occurs under your account. Sponsorship and the agent relationship are further governed by the separate Independent Contractor Agreement, Brokerage Policy Manual, and Commissions & Fees Addendum executed between you and Pivot.

5. Fees & Payments

Onboarding fee. To begin onboarding, prospective agents pay a one-time, non-refundable onboarding fee of **\$100**. This fee is non-refundable regardless of whether onboarding is completed.

Monthly sponsorship subscription. Sponsored agents enroll in a recurring monthly sponsorship subscription of **\$99 per month**, which includes coverage under the brokerage’s Errors & Omissions

policy, subject to that policy's terms. By enrolling, you authorize Pivot, through its third-party payment processor (Square), to charge your payment method on file on your enrollment date and on that same day each month thereafter until cancelled in accordance with your agreement with Pivot. You are responsible for maintaining a valid payment method on file.

Per-transaction fees. Sponsored agents also pay a published per-transaction fee on each closed sale, set by the agent's cumulative lifetime closed sales with Pivot (\$300 for closings 1–5, \$200 for 6–20, and \$100 from 21 onward). Closed leases are charged a flat \$100 and do not advance the tier. Full fee terms are set forth in the Commissions & Fees Addendum, which controls.

Slow-Year Sponsorship Fee Refund. An agent who completes twelve consecutive months with no closed sale receives a \$400 refund of the sponsorship fees paid during that period — a partial return of fees already paid for transaction-related services not used, not compensation or a payment for services. Eligibility, measurement, and forfeiture terms are set forth in the Commissions & Fees Addendum.

All payments are processed by Square and are subject to Square's terms. Except as expressly stated, fees are non-refundable.

6. Acceptable Use

You agree not to misuse the Services, including by attempting to gain unauthorized access, interfering with the Services, uploading malicious code, or using the Services for any unlawful purpose.

7. Intellectual Property

The Services and their content, including the Pivot Real Estate Company name, logo, and marks, are owned by or licensed to Pivot and are protected by applicable law. You may not use, copy, or reproduce them without our prior written permission.

8. Third-Party Services & Links

The Services may integrate with or link to third-party services, including our payment processor. We are not responsible for third-party services, and your use of them is subject to their terms.

9. Disclaimer of Warranties

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. We do not warrant that the Services will be uninterrupted, secure, or error-free.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PIVOT AND ITS DESIGNATED BROKER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR DATA, ARISING FROM YOUR USE OF THE SERVICES.

11. Indemnification

You agree to indemnify and hold harmless Pivot Real Estate Company and its Designated Broker from any claims, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from your use of the Services or your violation of these Terms.

12. Governing Law & Dispute Resolution

These Terms are governed by the laws of the State of Texas, without regard to conflict-of-laws principles. Exclusive venue for any dispute shall lie in the state courts located in Bell County, Texas. The parties agree to attempt in good faith to resolve any dispute informally, and through non-binding mediation in Bell County, Texas, before initiating litigation.

13. Changes to These Terms

We may update these Terms from time to time. Changes are effective when posted with a revised effective date. Your continued use of the Services constitutes acceptance of the updated Terms.

14. Contact Us

Pivot Real Estate Company

Designated Broker: Christopher Zakraysek (TREC #718071-B) — TREC Firm License #9010873-BB

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This document is provided for general informational purposes and does not constitute legal advice. Pivot Real Estate Company recommends review by qualified legal counsel before publication.