

Balance & Build Consulting, LLC

Software-as-a-Service (SaaS) Terms of Service and Privacy Policy

Effective Date: December 15, 2025

These Software-as-a-Service Terms of Service and Privacy Policy (collectively, the "Agreement") govern your access to and use of the Balance & Build Consulting, LLC project billing and invoicing application (the "Service"). By creating an account, accessing, or using the Service, you agree to be bound by this Agreement. If you do not agree, you may not use the Service.

1. Company Information

The Service is owned and operated by **Balance & Build Consulting, LLC** ("Company," "we," "us," or "our").

2. Nature of the Service

The Service is a cloud-based software application provided on a subscription basis and intended solely for **general project billing and record-keeping purposes**. Features may include, but are not limited to:

- Entry of project budgets or quoted prices
- Creation and management of invoices
- Tracking amounts billed, amounts received, outstanding balances, and remaining billable amounts
- Generation of invoices incorporating user-uploaded branding and user-defined terms

The Service is an administrative tool only and does not replace professional judgment or independent record-keeping.

3. No Tax, Legal, or Accounting Advice

The Service **does not provide tax preparation, accounting, auditing, legal, or financial advice**. All data, calculations, reports, statements, invoices, and outputs are provided for **informational and record-keeping purposes only**.

You acknowledge and agree that you do **not** rely on the Service, or any output generated by the Service, as a substitute for professional judgment, tax preparation, accounting services, legal advice, or financial decision-making.

You are solely responsible for compliance with all applicable tax laws, accounting standards, and legal requirements, and for consulting with qualified professionals as necessary.

4. Eligibility and Account Registration

You represent that you are at least eighteen (18) years of age and have the legal authority to enter into this Agreement. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

5. User Data and Responsibilities

You are solely responsible for:

- All data, information, and content entered into the Service
- Verifying the accuracy of invoices, reports, and financial figures before use or distribution
- Maintaining independent backups and records

The Company does not guarantee the accuracy or completeness of any outputs generated by the Service.

6. User-Provided Terms, Conditions, and Content

The Service allows you to input custom language, including payment terms, contractual terms, and conditions, for inclusion on invoices or other documents.

You acknowledge and agree that:

- All such language is provided exclusively by you

- The Company does not review, approve, or validate user-provided terms or content
- You are solely responsible for ensuring such content complies with applicable laws

The Company disclaims all liability for legal claims, disputes, damages, or losses arising from or related to user-provided terms, conditions, or content.

7. Branding and Intellectual Property

You may upload logos, trademarks, and branding assets for use within the Service. You represent and warrant that you own or have the lawful right to use all uploaded content. The Company assumes no responsibility for intellectual property disputes related to user content.

All intellectual property rights in the Service itself remain the exclusive property of Balance & Build Consulting, LLC.

8. Subscription, Free Trial, and Billing

The Service includes a **free thirty (30) day trial** beginning on the date of account activation.

Following the trial period:

- Subscription fees will be billed on a recurring monthly basis
- Pricing will be as displayed at the time of subscription
- Fees are non-refundable unless otherwise stated in writing

The Company reserves the right to modify pricing or subscription terms upon reasonable notice.

9. Cancellation and Termination

You may cancel your subscription at any time. Cancellation will become effective at the end of the current billing cycle. No prorated refunds will be issued for partial periods.

The Company may suspend or terminate access to the Service for violations of this Agreement or applicable law.

10. Service Availability and Modifications

The Company does not guarantee uninterrupted availability of the Service and may modify, suspend, or discontinue features at any time without liability.

11. Disclaimer of Warranties

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BALANCE & BUILD CONSULTING, LLC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST DATA, BILLING DISPUTES, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THE SERVICE.

IN NO EVENT SHALL THE COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICE OR THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY YOU TO THE COMPANY FOR THE SERVICE DURING THE **TWELVE (12) MONTHS** IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13. Indemnification

You agree to indemnify, defend, and hold harmless Balance & Build Consulting, LLC from any claims, liabilities, damages, losses, or expenses arising from:

- Your use of the Service
 - Your invoices, billing practices, or collection activities
 - Your custom terms, conditions, or content
 - Your violation of this Agreement or applicable law
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14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **State of Louisiana**, without regard to conflict of law principles.

15. Arbitration, Venue, and Attorneys' Fees

Any dispute, claim, or controversy arising out of or relating to this Agreement or the Service shall be resolved exclusively by **binding arbitration**, rather than in court, except that either party may seek injunctive or equitable relief in a court of competent jurisdiction to prevent actual or threatened misuse of intellectual property or confidential information.

Arbitration shall be conducted on an individual basis and not as a class, collective, or representative action. The arbitration shall take place in **Louisiana**, unless the parties mutually agree otherwise, and shall be administered in accordance with applicable arbitration rules then in effect.

To the fullest extent permitted by law, the **prevailing party** in any arbitration or permitted court proceeding shall be entitled to recover all reasonable attorneys' fees, costs, and expenses incurred. This provision is intended to deter frivolous or bad-faith claims.

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16. Payment Processing and Third-Party Platforms

Subscription payments are processed by third-party payment processors, including **Stripe**. If the Service is accessed or purchased through Apple App Store or Google Play, their respective terms and policies may also apply. The Company does not store full payment card information and is not responsible for the practices of third-party payment providers.

17. Information We Collect

We may collect information you voluntarily provide, including:

- Account registration details

- Project, billing, and invoice data entered into the Service
- Uploaded branding assets

We may also collect limited technical information such as device type, browser type, and usage data to improve the Service.

18. Use of Information

We use collected information to:

- Provide and maintain the Service
- Process subscriptions and billing
- Improve functionality and user experience
- Communicate service-related notices

We do not sell your data.

19. Data Storage and Security

We implement reasonable administrative and technical safeguards to protect your information. However, no system is completely secure, and use of the Service is at your own risk.

20. Data Ownership

You retain ownership of all data you input into the Service. By using the Service, you grant the Company a limited license to store, process, and display such data solely for purposes of operating the Service.

21. Data Sharing

We do not share user data with third parties except:

- As required by law
- To process payments or provide essential Service functionality
- To protect the rights, property, or safety of the Company or others

22. Data Retention

We retain user data for as long as your account remains active or as reasonably necessary to operate the Service.

Upon account cancellation or termination:

- You may generate and export invoices, statements, and project billing records directly from the Service prior to termination
- After a commercially reasonable period, user data may be permanently deleted from Company systems, except where retention is required by law or legitimate business purposes

23. Data Export and Deletion

The Service provides functionality allowing users to generate and export invoices, statements, and related billing records.

You acknowledge that exported data is your responsibility once removed from the Service. Deleted data may not be recoverable.

Requests for account deletion may be submitted by contacting the Company at the email address listed below.

We retain user data for as long as your account remains active or as necessary to provide the Service. Upon account termination, data may be deleted in accordance with our internal retention policies.

24. Changes to This Agreement

We may update this Agreement from time to time. Updates will be effective upon posting within the Service or on the Company website. Continued use of the Service constitutes acceptance of the revised Agreement.

25. Contact Information

For questions regarding this Agreement or privacy practices, please contact:

Balance & Build Consulting, LLC

info@balanceandbuildconsulting.com

<https://balanceandbuildconsulting.com>