

Balance & Build Consulting, LLC

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

Effective Date: December 09, 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 Services are owned and operated by **Balance & Build Consulting, LLC** ("Company," "we," "us," or "our"). The Company offers a suite of cloud-based software products, including:

- **ProgressBill Pro** (progressbillpro.com): Accounts receivable and progressive billing capabilities.
- **ScheduleSite Pro** (schedulesitepro.com): Scheduling software tailored to construction projects.
- **BalanceBuild Pro** (balancebuildpro.com): A comprehensive platform combining billing and scheduling features, including the ability to generate AIA G702/G703 billing forms and additional functionality described below.

Each product may be referred to individually or collectively as the "Service" or "Services."

2. Nature of the Services

The Services are cloud-based software applications provided on a subscription basis and intended solely for **general project administration, scheduling, and billing record-keeping purposes**. Features across the product suite may include, but are not limited to:

- Entry of project budgets, schedules, or quoted prices

- Creation and management of invoices and applications for payment
- Tracking amounts billed, amounts received, outstanding balances, and remaining billable amounts
- Progressive billing and accounts receivable tracking
- Construction scheduling and schedule management
- Generation of invoices and documents incorporating user-uploaded branding and user-defined terms
- Generation of AIA G702/G703 forms (where available in BalanceBuild Pro)

The Services are administrative tools only and do not replace professional judgment, independent record-keeping, or professional review.

2A. Artificial Intelligence Features

Certain Services (including BalanceBuild Pro) may include features described as "AI" or "artificial intelligence," including, by way of example, automated review of project schedules for potential conflicts and AI-assisted or AI-generated voice-based daily construction logs.

You acknowledge and agree that:

- AI features are **assistive tools only** and may produce incomplete, inaccurate, or misleading outputs
 - AI outputs do not constitute professional, technical, scheduling, legal, accounting, or safety advice
 - You remain solely responsible for reviewing, verifying, and approving all schedules, logs, analyses, and other outputs before relying on or using them
 - The Company does not guarantee that AI-identified issues, conflicts, or recommendations are complete, accurate, or suitable for your project
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2B. AIA Forms, Templates, and Product-Specific Disclaimers

Certain Services (including BalanceBuild Pro) may allow you to generate documents labeled or formatted as **AIA G702/G703** or similar progress payment forms.

You acknowledge and agree that:

- Any such forms are provided **as templates or formatting tools only**
- The Company is **not affiliated with, sponsored by, or endorsed by** the American Institute of Architects (AIA)

- The Company does **not** represent that these documents are official AIA documents or that they comply with any specific contract, owner, lender, or statutory requirements
- You are solely responsible for ensuring that any generated forms are appropriate for your contracts, approved by the relevant parties, and legally sufficient for your use
- Use of any AIA-branded or AIA-style form may require a **separate license or permission** from the AIA or other rights holder, and you are solely responsible for obtaining and maintaining any such rights

More generally, you acknowledge that each Service (including billing, scheduling, accounts receivable, AI features, and document generation) provides **tools only** and does not guarantee contractual, legal, financial, scheduling, or compliance outcomes.

3. No Tax, Legal, Accounting, Scheduling, or Professional Advice

The Services **do not provide tax preparation, accounting, auditing, legal, scheduling, safety, engineering, or other professional advice**. All data, calculations, schedules, analyses, reports, statements, invoices, logs, and other outputs are provided for **informational and record-keeping purposes only**.

You acknowledge and agree that you do **not** rely on the Services, or any output generated by the Services (including any AI-generated or AI-assisted output), as a substitute for professional judgment, tax preparation, accounting services, legal advice, scheduling review, safety planning, or other professional decision-making.

You are solely responsible for compliance with all applicable laws, regulations, contracts, and professional standards, 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.

Privacy Policy

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
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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
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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>