

Terms and Conditions

Last Updated: November 1, 2025

Welcome to BuilderPal Inc. ("BuilderPal," "we," "us," or "our"). These Terms and Conditions ("Terms") govern your access to and use of our website, mobile application, and related services (collectively, the "Services") provided by BuilderPal Inc., a company incorporated under the laws of the State of Texas, United States, with its principal place of business in Texas. The Services include management tools, communication tools, AI-powered features, and functionalities connecting general contractors, tradespeople, and other construction industry professionals to facilitate project management, job postings, information sharing, and community building. By accessing or using the Services, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not use the Services. These Terms apply to all users, including those using the free version or the pro version of the Services, and are applicable to users accessing the Services from within the United States or Canada.

1. Eligibility You must be at least 18 years of age and have the legal capacity to enter into contracts to use the Services. By using the Services, you represent and warrant that you meet these eligibility requirements and that all information you provide to us is accurate, complete, and current.

Definitions

- **User Profile:** A private, individual-level account containing personal or sensitive user details (e.g., individual name, personal email, password, billing information, and usage preferences). This profile remains fully private and is never shared with other users, marketing partners, or third parties, except as required by law or for internal service provision (e.g., fraud detection). Access is limited to the account owner and BuilderPal's authorized personnel.
- **Team Profile:** A public, business-level profile representing your team, company, or organization (e.g., business name, trade/specialty, verified business contact information such as info@company.com and business phone number, location, and optional project/job details). This Team Profile functions as your Business Profile to facilitate B2B connections and may be shared with other users, designated marketing partners (e.g., suppliers or trade associations), and integrated third-party tools, based on your privacy settings and trade/geographic filters. Sharing occurs only for active accounts and can be paused by hiding the Team Profile or terminating the account. By default, the Team Profile is private and not visible publicly or shareable beyond your explicit consents.

2. Accounts and Registration To access certain features of the Services, you must create an account. You agree to:

- Provide accurate and complete information during registration.
- Maintain the security of your account by keeping your login credentials confidential.
- Notify us immediately of any unauthorized use of your account or any other breach of security.
- Be responsible for all activities that occur under your account. You may not share your account credentials with others or allow others to access your account. BuilderPal reserves the right to suspend or terminate your account if we suspect fraudulent, abusive, or unauthorized activity.

Upon registration, you create a private User Profile for account management. You may then set up a Team Profile—which functions as your Business Profile—for B2B interactions, subject to the sharing terms in our Privacy Policy. Team Profiles are private by default. You control sharing by consenting to connections, ensuring information is exchanged only with intended collaborators. During Team Profile creation or editing, a toggle allows you to opt-in to making the Team Profile public. By selecting this toggle, you confirm and agree that all Team Profile information (e.g., business name, trade, contact details) will be visible publicly within the Services, including to non-registered users or in searchable features, even if any such information includes personal details (e.g., an email or phone number that could identify an individual). To proceed, you must check a consent checkbox explicitly approving this public exposure and releasing BuilderPal from liability for any privacy-related claims arising from it. This opt-in is revocable at any time, but public visibility may persist briefly during de-indexing.

3. Subscription Plans BuilderPal offers two versions of the Services:

- **Free Version:** Provides access to limited features at no cost.
- **Pro Version:** Provides access to additional features through two subscription plans:
 - Month-to-Month Pro Plan: USD \$39.95 per month (U.S. users) or CAD \$39.95 per month (Canada users), billed monthly, plus applicable federal, state/provincial, or local taxes.
 - Annual Pro Plan: USD \$399.50 (U.S. users) or CAD \$399.50 (Canada users) upfront for 12 months of service, equivalent to 10 months at the monthly rate, with the last two months (months 11 and 12) provided free, plus applicable taxes.

3.1 Payment By subscribing to either Pro Plan, you agree to pay the applicable subscription fee, plus any applicable taxes (e.g., U.S. federal/state sales or use tax; Canadian federal GST or provincial HST/PST), in advance. Payments are processed through our third-party payment processor. You must provide valid payment information and authorize us to charge the subscription fee and applicable taxes to your designated payment method. Prices are in U.S. Dollars (USD) for U.S. users or Canadian Dollars (CAD) for Canada users, and you are responsible for any applicable currency conversion fees. All auto-renewal terms, including total costs and cancellation methods, are disclosed in at least 12-point font immediately adjacent to the consent button at signup, as required by applicable laws, including California’s Automatic Renewal Law (as amended July 1, 2025) for U.S. users and British Columbia’s Business Practices and Consumer Protection Act (as amended by Bill 4) for Canada users.

3.2 Taxes All subscription fees are exclusive of applicable taxes, which will be charged on top of the subscription total (monthly or annually) based on your state or province of residence. For U.S. users, this includes federal or state taxes (e.g., sales tax, use tax); for Canada users, this includes federal or provincial taxes (e.g., GST, HST, PST). The applicable tax rate will be displayed at checkout and included in your billing statement. Taxes are collected and remitted in accordance with applicable U.S. or Canadian tax laws.

3.3 Automatic Renewal

- **Month-to-Month Pro Plan:** Automatically renews each month unless you cancel at least 24 hours before the renewal date, in accordance with applicable laws, including California’s

Automatic Renewal Law (as amended July 1, 2025) for U.S. users and British Columbia's Business Practices and Consumer Protection Act (as amended by Bill 4) for Canada users.

- **Annual Pro Plan:** Automatically renews annually unless you cancel at least 24 hours before the renewal date. You may cancel your subscription through your account settings or by contacting us at support@builderpal.com. A confirmation email will be sent upon successful cancellation. We provide clear and conspicuous notice of renewal terms and cancellation procedures as required by applicable law. For U.S. users, we send email reminders 3-7 days before monthly renewals and at least 30 days before annual renewals, including cancellation instructions and the exact renewal date. For Canada users, similar reminders are sent to comply with provincial consumer protection laws.

3.4 Free Trials BuilderPal may offer free trials for the Pro Plan (Month-to-Month or Annual, as chosen at signup). Trials provide full Pro access for a specified duration (e.g., 7, 14, or 30 days, as disclosed at signup) and are available to new users only, requiring account creation with valid payment information.

- **Duration and Flexibility:** The trial period is clearly disclosed at signup, varying by promotion. The trial applies regardless of the selected plan (Month-to-Month or Annual).
- **Auto-Conversion:** At the end of the trial, your subscription will automatically convert to the selected paid Pro Plan unless canceled at least 24 hours before the trial ends. We will send email reminders 3-7 days before conversion (and at least 30 days before any Annual renewal thereafter), including clear cancellation instructions and the exact end date.
- **Cancellation During Trial:** Cancel anytime via "Subscription Settings" in your account or by emailing support@builderpal.com—no charges will apply, and access ends immediately upon confirmation (email sent).
- **Refunds Post-Trial:** If charged after the trial due to non-cancellation, refunds follow the applicable Pro Plan Refund Policy (see Section 3.5). Unauthorized charges (e.g., due to technical error) will be fully refunded within 5-10 business days upon request and verification.
- **Consent and Disclosures:** By starting a trial, you provide express affirmative consent to these terms, including auto-conversion, payment authorization, and the specified trial duration, via a mandatory checkbox at signup. All trials comply with applicable laws, including California's Automatic Renewal Law for U.S. users and British Columbia's Business Practices and Consumer Protection Act for Canada users, ensuring transparent terms and easy cancellation.
- **Limitations:** One trial per user/account; promotional trials may vary by region or offer. Abuse (e.g., multiple accounts) may result in termination without refund. For questions, contact support@builderpal.com.
- **Applicability:** This applies to trials starting on or after November 1, 2025.

3.5 Refund Policy Refunds are governed by our Pro Plan Refund Policy, available at www.builderpal.com/refund-policy, which applies to U.S. and Canada users and complies with applicable laws (e.g., California's Automatic Renewal Law for U.S. users, British Columbia's Business Practices and Consumer Protection Act for Canada users). Key terms include:

- **Month-to-Month Pro Plan:**
 - U.S. and Canadian users: Full refund of USD \$39.95 (plus taxes) for the current month upon cancellation, regardless of timing.
- **Annual Pro Plan:**
 - U.S. and Canadian users: Prorated refund for remaining full months in the first 10 (including current month), valued at USD \$39.95/month, plus proportional taxes (e.g., cancel in month 8, refund for months 8-10 = $3 \times \$39.95 = \$119.85 + \text{taxes}$).
 - No refunds after month 10, as months 11 and 12 are free.
- **General Refund Terms:** Refunds are processed to the original payment method within 5-10 business days, including applicable taxes. Refunds are final; disputes can be escalated to support@builderpal.com or resolved under Section 12. This policy applies to subscriptions purchased on or after November 1, 2025.

3.6 Fee Changes BuilderPal reserves the right to modify the subscription fees for the Pro Plans. We will notify you of any fee changes at least 30 days in advance via email or through the Services. Your continued use of the Pro Version after the fee change takes effect constitutes your agreement to pay the modified fee and applicable taxes.

4. User Conduct As a condition of your access and use of the BuilderPal Sites and Services and your submission or access to any ratings, reviews, communications, information, data, text, photographs, audio clips, audiovisual works, or other materials on the Sites and Services (“Content”), you agree not to use the Services in any way that violates applicable federal, state, or local laws or regulations or prohibited by these Terms of Use, or any other purpose not reasonably intended by BuilderPal. You also agree not to:

- Use the Sites and Services if you are under the age of eighteen (18);
- Violate these Terms of Use or other applicable agreements with BuilderPal, and any applicable federal, state, or local laws, and any rules and regulations having the force of law;
- Engage in conduct that restricts or inhibits anyone’s use or enjoyment of the Services, including but not limited to harassment, fraud, or posting harmful or illegal content;
- Use the Sites and Services in any manner that violates any relevant law or that infringes, misappropriates or violates any third party’s rights, including, but not limited to, transmitting any Content that may infringe, misappropriate or violate a third party’s rights of publicity, contractual rights, fiduciary rights or intellectual property rights;
- Use the Sites and Services or its Content for any purposes not authorized by these Terms of Use, including commercial, political, or religious purposes, including the submission or transmission of any Content that contains advertisements, promotional materials, junk mail, or any other form of solicitation;

- Reproduce, duplicate, copy, modify, sell, re-sell or exploit any Content or the Sites and Services for any commercial, educational, or any other non-personal purpose or any for any purpose unrelated to your personal purchasing decisions, without the express written consent of BuilderPal, which consent may be withheld by BuilderPal in our sole discretion;
- Post irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure, interfere or attempt to interfere with the proper working of the Sites and Services or any activities conducted on the Sites and Services;
- Harass, threaten, intimidate, impersonate, or attempt to impersonate, any other person, falsify your contact or other information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with BuilderPal, or otherwise attempt to mislead others as to the identity of the sender or the origin of a review or rating;
- Knowingly provide or submit false or misleading information;
- Take any action that would undermine the BuilderPal process under the Sites and Services;
- Attempt to gain unauthorized access to the Sites and Services, other user accounts, or other computer systems or networks connected to the Sites and Services;
- Use the Sites and Services in any way that could interfere with the rights of BuilderPal or the rights of other users of the Sites and Services;
- Attempt to gain unauthorized access to any portion or feature of the Sites and Services, or any other systems or networks connected to the Sites and Services or to any server used by BuilderPal by hacking, password “mining” or any other unauthorized means, including attempting to obtain password, account, or any other personal or private information from any other Sites and Services user;
- Sell, share, or otherwise transfer your account username, password, other information, or your rights or obligations under these Terms of Use;
- Transmit or submit any transmission or other materials that are encrypted or that contains viruses, Trojan horses, worms, time bombs, web crawler, cancelbots or other computer programming routines that is likely or intended to damage, interfere with, disrupt, impair, disable or otherwise overburden the Sites and Services;
- Access, download, monitor, or copy any information contained on our Sites and Services through artificial means (including but not limited to use any “scraper”, “robot”, “web crawler” or other automatic device, program, algorithm or methodology, or any similar or equivalent automatic or manual process, or in any way reproduce or circumvent the navigational structure or presentation of the Sites and Services or any content, to obtain or attempt to obtain any Content, materials, documents or information through any means not purposely made available through the Sites and Services; or

- Probe, scan or test the vulnerability of the Sites and Services or any network connected to the Sites and Services, nor breach the security or authentication measures on or of the Sites and Services or any network connected to the Sites and Services. You may not reverse look-up, trace or seek to trace any information on any other user of the Sites and Services, or any other customer of BuilderPal, including any BuilderPal account not owned by you, to its source, or exploit the Sites and Services or any service or information made available or offered by or through the Sites and Services, in any way where the purpose is to reveal any information, including but not limited to personal identification or information other than your own information, except as expressly authorized by BuilderPal and provided for by the Sites and Services.

5. User Content The Services allow you to upload, submit, or share content, such as project details, messages, documents, job postings, or other information ("User Content"). You retain ownership of your User Content, but by uploading it, you grant BuilderPal a worldwide, non-exclusive, royalty-free, transferable license to use, store, reproduce, display, modify, and distribute your User Content solely to provide, improve, and operate the Services, including sharing with third-party partners as described in Section 7 and for AI processing as described in Section 14. You are solely responsible for your User Content and represent that:

- You have all necessary rights to upload and share your User Content.
- Your User Content does not violate any third-party rights, including intellectual property or privacy rights, or any applicable laws. BuilderPal reserves the right to remove or disable access to any User Content that violates these Terms or is otherwise objectionable, at our sole discretion.

5.1 Publicly Posted Jobs and Shared Project Information Certain features of the Services allow you to post jobs publicly or share project information with other users or the public ("Public Content"). By posting Public Content, you acknowledge and agree that:

- Such content may be visible to other users of the Services or the general public, depending on your privacy settings.
- Publicly posted jobs and shared project information may be accessed, used, or shared by other users for purposes such as applying to jobs, collaborating on projects, or community discussions.
- You are responsible for ensuring that any Public Content complies with these Terms and does not contain sensitive or confidential information unless you intend for it to be shared publicly.
- BuilderPal is not responsible for how other users or third parties use or misuse Public Content once it is shared.

6. Intellectual Property All content, features, and functionality of the Services, including but not limited to software, text, graphics, logos, designs, and AI-generated outputs (excluding User Content), are the exclusive property of BuilderPal or its licensors and are protected by U.S., Canadian, and international copyright, trademark, and other intellectual property laws. You may not use, copy, modify, or distribute any part of the Services without our prior written consent, except as expressly permitted by these Terms.

7. Third-Party Services and Partners The Services may integrate or link to third-party services, websites, or tools (e.g., payment processors, communication platforms, or designated partners). BuilderPal may share your information, including User Content, with our designated third-party partners for purposes such as enhancing the Services, providing integrations, analytics, or collaborative features. Such sharing will be in accordance with our Privacy Policy. BuilderPal is not responsible for the availability, accuracy, or practices of these third-party services or partners. Your use of third-party services is at your own risk and subject to their respective terms and policies.

8. Termination BuilderPal may suspend or terminate your access to the Services at any time, with 30 days' notice for material breaches or immediately for fraud or other serious violations, at our sole discretion. Upon termination:

- Your right to use the Services will immediately cease.
- Any outstanding subscription fees remain due.
- We may delete your account and User Content after 30 days, subject to applicable law and our Privacy Policy. You may terminate your account at any time by contacting us at support@builderpal.com or through your account settings. Termination does not entitle you to a refund of any prepaid fees, except as provided in Section 3.5 (Refund Policy).

9. Disclaimers The Services are provided on an "as is" and "as available" basis without warranties of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. BuilderPal does not warrant that:

- The Services will be uninterrupted, secure, or error-free.
- The results obtained from using the Services, including AI-generated outputs, will be accurate or reliable.
- Any defects or errors will be corrected.

10. Limitation of Liability To the fullest extent permitted by law, BuilderPal, its affiliates, officers, directors, employees, and agents will not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or business opportunities, arising out of or in connection with your use of the Services, whether based on contract, tort, or any other legal theory, even if advised of the possibility of such damages. In no event will BuilderPal's total liability to you exceed the amount you paid to us for the Services in the six (6) months preceding the event giving rise to the claim, or USD \$100 (U.S. users) or CAD \$100 (Canada users), whichever is greater.

11. Indemnification You agree to indemnify, defend and hold harmless BuilderPal, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) use of the Services; (b) any violation of these Terms by you; (c) the inaccurate or untruthful Content or other information provided by you to BuilderPal or that you submit, transmit or otherwise make available through the Service; (d) your user content; (e) Your violation of any third-party rights, including intellectual property or privacy rights; or (e) any intentional or willful violation of any rights of another or harm you may have caused to another. BuilderPal will have sole discretion and control of the defense of any such damage or claim.

12. Governing Law and Dispute Resolution These Terms are governed by and construed in accordance with the laws of the State of Texas, United States, without regard to its conflict of law principles. For Canada users, these Terms comply with applicable federal and provincial laws (e.g., British Columbia's Business Practices and Consumer Protection Act), but Texas law governs where not in conflict.

13. Dispute Resolution: Arbitration, Class-Action Waiver, and Jury Waiver. Except for where prohibited by applicable law: The exclusive means of resolving any dispute or claim arising out of or relating to these Terms and Conditions (including any alleged breach thereof) or the Service shall be binding arbitration administered by JAMS under the JAMS Streamlined Arbitration Rules & Procedures, except as modified by our Arbitration Procedures.

The four exceptions to the exclusivity of arbitration are: (1) any Dispute seeking to enforce or protect, or concerning the validity of, any intellectual property rights; (2) any claim that an applicable federal statute expressly states cannot be arbitrated; (3) individual claims in small claims court; and (4) any claim for injunctive relief.

You agree that you will not under any circumstances commence, or maintain, or participate in against BuilderPal any class action, class arbitration, or other representative action or proceeding against BuilderPal.

By using the Service in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and BuilderPal (except for matters that may be taken under the above exceptions to the exclusivity of arbitration). YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. If you assert a claim against BuilderPal outside of small claims court (and BuilderPal does not request that the claim be moved to small claims court), your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY, and the arbitrator shall determine all claims and all issues regarding the arbitrability of the dispute. You are entitled to a fair hearing before the arbitrator. The arbitrator can generally grant any relief that a court can, including the ability to hear a dispositive motion (which may include a dispositive motion based upon the parties' pleadings, as well as a dispositive motion based upon the parties' pleadings along with the evidence submitted), but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company may be commenced only in the federal or state courts located in Austin, Texas metro area. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

14. Changes to These Terms BuilderPal may update these Terms from time to time. We will notify you of material changes by posting the updated Terms on our website or through the Services at least 30 days before they take effect. Your continued use of the Services after the updated Terms take effect constitutes your acceptance of the changes. If you do not agree with the updated Terms, you must stop using the Services.

15. Privacy and AI Data Sharing Your use of the Services is subject to our Privacy Policy, available at www.builderpal.com/privacy-policy, which explains how we collect, use, and protect your personal information. The Privacy Policy is incorporated into these Terms by reference. The Services include AI-powered features that may process your User Content to provide insights, recommendations, or automated functionalities. By using the Services, you consent to the sharing of your data, including User Content, with AI systems (which may include third-party AI providers) for processing purposes. Such sharing is necessary to enable the AI features and will be conducted in accordance with our Privacy Policy to ensure data security and compliance with applicable laws, including the California Consumer Privacy Act (CCPA) for U.S. users and Canada's Personal Information Protection and Electronic Documents Act (PIPEDA) for Canada users. We implement reasonable measures to protect your data during AI processing, but you acknowledge that AI outputs may not be error-free or entirely accurate.

15.1 California Consumer Privacy Act (CCPA) If you are a California resident, you have certain rights under the CCPA, including the right to access, delete, or opt out of the sale of your personal information. Details on exercising these rights are provided in our Privacy Policy. BuilderPal does not sell your personal information, but we may share it with third-party partners as described in Section 7 for operational purposes.

16. Force Majeure BuilderPal will not be liable for any failure or delay in performing its obligations under these Terms due to events beyond our reasonable control, such as natural disasters, war, terrorism, labor disputes, or interruptions in internet or utility services.

17. Entire Agreement These Terms, together with our Privacy Policy and any other agreements expressly incorporated by reference, constitute the entire agreement between you and BuilderPal regarding the Services and supersede all prior or contemporaneous agreements, whether written or oral.

18. Contact Us If you have any questions about these Terms, the Services, or to cancel and request a refund, please contact us at: BuilderPal Inc., 5900 Balcones Drive, Suite 100, Austin, TX, 78731, USA Email: support@builderpal.com Phone: (512) 555-1234 Note: Your continued use of the Services indicates your agreement to these Terms. Please review them carefully.