

SERENADE TAKEOFFS LLC

TERMS OF SERVICE

Lumber & Framing Material Quantity Estimation Service

Effective Date	April 9, 2026
Company	Serenade Takeoffs LLC
State of Formation	California
Business Address	7200 Star Trail Way, Roseville, CA 95747
Legal Notices	serenadetakeoffs@gmail.com
Support	serenadetakeoffs@gmail.com
Website	https://serenadetakeoffs.com/

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SERVICE.

By submitting plan documents or placing an order with Serenade Takeoffs LLC, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service in their entirety. If you do not agree, do not use this Service.

1. Parties and Acceptance

These Terms of Service ("**Terms**") constitute a binding legal agreement between **Serenade Takeoffs LLC**, a California limited liability company ("**Company**," "we," "us," or "our"), and the individual or business entity placing an order for our services ("**Customer**" or "you").

By accessing our website, submitting plan documents, or placing any order, you represent and warrant that: (a) you have the legal authority to enter into this agreement on behalf of yourself or the business entity you represent; (b) you are at least 18 years of age; (c) all plan documents you submit are documents you are authorized to share; and (d) you understand that this Service produces material quantity **estimates**, not engineering determinations or construction specifications.

2. Description of Service

2.1 What We Provide

Serenade Takeoffs LLC provides automated lumber and framing material quantity estimates ("Takeoffs" or "BOMs" — Bills of Materials) derived from construction plan documents ("Plans") submitted by the Customer. Our Service uses proprietary extraction and analysis technology to identify and quantify structural lumber and associated framing materials shown on submitted Plans.

2.2 What We Do Not Provide

The Service expressly does NOT constitute any of the following, and no statement by Company employees or agents shall be interpreted to the contrary:

- Licensed engineering, architectural, or structural design services
- Construction documents, contract documents, or permit documents
- A guarantee, warranty, or assurance that materials will be sufficient for any specific project
- Advice regarding building codes, permit requirements, or regulatory compliance
- Structural adequacy assessments or load calculations of any kind
- Contractor bids, cost estimates, or price quotations
- Advice on construction methods or sequencing

2.3 Scope Limitation

Each Takeoff is strictly limited to: (a) materials **explicitly visible** on the submitted Plans at the time of order; (b) the specific plan set version submitted; and (c) the material categories included in the order. Items not visible on submitted Plans, items shown only in legends without plan marks, and items described in specifications but not shown on drawings are excluded. The scope boundary for each Takeoff is documented in the delivered output.

3. Accuracy, Limitations, and Estimates

3.1 Estimate Nature

IMPORTANT: All Takeoffs produced by Serenade Takeoffs LLC are ESTIMATES based on automated analysis of submitted plan documents. They are not measurements, engineering specifications, field surveys, or guarantees of material sufficiency. Actual material requirements may vary from Takeoff quantities due to plan quality, drawing completeness, field conditions, contractor judgment, and other factors outside Company's control. Customer is solely responsible for verifying all quantities with a licensed contractor before purchasing any materials.

3.2 Plan Quality Dependency

The accuracy of any Takeoff is directly and entirely dependent on the completeness, legibility, accuracy, and currency of the Plans submitted. Company assumes no responsibility for errors or inaccuracies arising from:

- Errors, omissions, inconsistencies, or ambiguities in submitted Plans
- Illegible, low-resolution, compressed, or incomplete plan sheets
- Plans that have been revised after submission without notification to Company
- Discrepancies between sheets within the same plan set
- Items referenced in legends, schedules, or specifications that are not reflected as marks on plan drawings
- Non-standard drawing conventions, abbreviations, or symbols not common to residential construction

3.3 Confidence Designations

Where included, Takeoff outputs may contain confidence tier designations (GREEN, YELLOW, RED, or GREY) indicating the extraction method and reliability level for individual line items. These designations are

internal quality indicators only. They do not constitute warranties. Customer should review all items — and especially those flagged as RED or GREY — with their contractor prior to ordering materials.

3.4 Excluded Categories

Unless explicitly confirmed as included in a written order confirmation, the following are ALWAYS excluded:

- Concrete, masonry, grout, and all foundation materials
- Structural steel, moment frames, and engineered lumber connections not visible in framing plans
- Windows, doors, skylights, and glazing systems
- Mechanical, electrical, plumbing, and HVAC materials
- Roofing finish materials including shingles, tiles, underlayment, and flashing
- Insulation, drywall, and all interior finish materials
- Site work, grading, drainage, and civil materials
- Demolition scope and removal of existing materials (unless specifically ordered as an add-on)
- Any item not visible on the submitted plan drawings

4. Customer Responsibilities

Customer is solely and completely responsible for the following, and Company disclaims all liability arising from Customer's failure to fulfill these responsibilities:

- Verifying all Takeoff quantities with a licensed general contractor or framing contractor before ordering or purchasing any materials
- Ensuring all submitted Plans are complete, current, properly stamped where required, and authorized for use by Customer
- Notifying Company of any plan revisions before ordering materials based on a prior Takeoff
- Independently confirming that all materials ordered comply with applicable building codes, local ordinances, permit requirements, and project specifications
- All purchasing, ordering, and procurement decisions made in reliance on Serenade Takeoffs outputs
- Communicating Takeoff limitations to all parties (contractors, suppliers, owners) who rely on the output
- Reviewing all flagged or low-confidence items before ordering

COMPANY STRONGLY RECOMMENDS: All Takeoffs should be reviewed by the project's licensed general contractor or framing contractor before any material purchase is made. A Takeoff is a starting point for procurement planning, not a final order list.

5. Orders, Payment, and Delivery

5.1 Order Completeness

An order is complete and processing will begin only when Company has received: (a) all required plan sheets in legible PDF format; (b) full payment; and (c) any project-specific instructions provided by Customer. Company reserves the right to reject incomplete or illegible plan submissions and refund payment.

5.2 Payment

Payment is processed through Stripe, Inc. ("Stripe"), a third-party payment processor. By submitting payment, you also agree to Stripe's Terms of Service and Privacy Policy. Serenade Takeoffs LLC does not store credit card numbers or payment card data. All payment information is handled directly by Stripe using PCI-DSS compliant infrastructure. All fees are in U.S. dollars. Payment is due in full at time of order. Company reserves the right to modify pricing with reasonable notice.

5.3 No-Refund Policy

ALL SALES ARE FINAL. SERENADE TAKEOFFS LLC OPERATES A STRICT NO-REFUND POLICY.

Before processing begins: If Customer cancels in writing before Company begins processing the submitted Plans, a full refund will be issued. Cancellation must be requested by email to serenadetakeoffs@gmail.com before processing has started.

Once processing begins: No refunds will be issued under any circumstances once Company has begun processing submitted Plans, including but not limited to: dissatisfaction with Takeoff accuracy; changes to project scope; plan revisions made after submission; Customer's decision not to proceed with the project; or any other reason.

Delivered Takeoffs: No refunds will be issued for any completed and delivered Takeoff for any reason. The exclusive remedy for a confirmed Company error is a corrected Takeoff at no charge, as set forth in Section 8.

Customer acknowledges that: (a) Takeoffs are estimates based on submitted plans and accuracy is not guaranteed; (b) significant labor and proprietary processing are performed immediately upon order; (c) the no-refund policy is a material term Customer agrees to before placing any order; and (d) dissatisfaction with estimate accuracy, quantity variance, or field conditions does not constitute grounds for a refund under any circumstances.

5.4 Pre-Order Acknowledgment

Before completing any order, Customer is required to affirmatively confirm the following by checking an acknowledgment box at checkout: (a) Customer understands that Serenade Takeoffs LLC provides material quantity **ESTIMATES** based solely on submitted plan documents and accuracy is not guaranteed; (b) Customer understands that actual material requirements may vary from the estimate due to plan quality, field conditions, contractor judgment, and other factors outside Company control; (c) Customer understands and agrees that **all sales are final once processing begins** and no refunds will be issued for any reason; (d) Customer has read and agrees to the full Terms of Service and Privacy Policy. This affirmative acknowledgment, timestamped at checkout, constitutes binding evidence of Customer's informed consent and agreement to the no-refund policy.

5.5 Delivery

Takeoffs are delivered electronically via a secure, time-stamped download link sent to the email address provided at checkout. Delivery is deemed legally complete at the moment the download link is made available to Customer, regardless of when Customer actually accesses or downloads the file. Company logs delivery timestamps, download events, and IP addresses for each delivery. These records constitute proof of delivery for all purposes, including dispute resolution.

5.6 Chargeback Policy

Customer agrees not to initiate a payment dispute or chargeback with their card issuer or bank for any completed Takeoff except in the event of **unauthorized use of Customer's payment method**. Initiating a chargeback for any other reason — including dissatisfaction with estimate accuracy, quantity variance, or any reason that would not constitute grounds for a refund under Section 5.3 — constitutes a material breach of these Terms.

In the event of any chargeback, Company will submit to the card issuer or payment processor the following evidence: (a) Customer's pre-order acknowledgment with timestamp; (b) the delivery audit record including SHA-256 cryptographic hash of the delivered Takeoff; (c) the download event log showing timestamp and IP address of file access; (d) these Terms of Service; and (e) the delivered Takeoff document containing scope boundary and estimate disclosures. Customer acknowledges and consents to Company submitting this full evidence package in response to any chargeback filing.

5.7 Plan Revisions

If Plans are revised after a Takeoff has been delivered, the delivered Takeoff reflects only the original plan set. Revised plans require a new Takeoff order at standard rates. Company is not responsible for discrepancies arising from Customer's use of a prior Takeoff for a revised or updated project.

6. Warranty and Dispute Resolution

6.1 Limited Warranty

Company warrants that Takeoffs will be produced using reasonable care and our current extraction methodology applied to the plan documents submitted. This limited warranty does not guarantee any specific level of accuracy, completeness, or fitness for a particular purpose.

6.2 Warranty Claim Window

NOTICE — 30-DAY CLAIM DEADLINE: All warranty claims and disputes regarding a specific Takeoff must be submitted in writing within thirty (30) calendar days of the delivery date. The delivery date is the date the download link was made available, regardless of when Customer accessed it. Claims submitted after 30 days will not be considered, and Customer's right to any remedy is waived. This limitation period is a material term of this agreement.

6.3 Claim Submission Requirements

To submit a warranty claim, Customer must provide all of the following in a single written submission to serenadetakeoffs@gmail.com:

- The Takeoff Job ID (found on the delivered document)
- Specific identification of each disputed line item by field name and value
- Customer's field-verified count or measurement for each disputed item
- The source and method of Customer's measurement (e.g., licensed contractor measurement, Bluebeam count with screenshots, field count with documentation)
- The plan sheet and page number where the disputed item appears

Claims submitted without all required information will not be processed and do not toll the 30-day deadline.

6.4 Claim Resolution

Upon receiving a complete, timely claim, Company will: (a) review our audit record for the Takeoff; (b) compare disputed items to the original plan documents; and (c) provide a written response within ten (10) business days. If Company confirms a material error attributable to Company's processing (not plan quality, ambiguity, or excluded scope), Company's sole obligation and Customer's exclusive remedy is a corrected Takeoff at no additional charge. No monetary damages will be provided.

7. Limitation of Liability

7.1 Liability Cap

NOTICE — LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SERENADE TAKEOFFS LLC'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED TO ANY TAKEOFF, THE SERVICE, OR THESE TERMS SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY CUSTOMER FOR THE SPECIFIC TAKEOFF AT ISSUE. THIS LIMITATION APPLIES REGARDLESS OF THE THEORY OF LIABILITY, INCLUDING CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS.

7.2 Exclusion of Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SERENADE TAKEOFFS LLC, ITS MEMBERS, MANAGERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY: (a) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; (b) LOST PROFITS, REVENUE, OR BUSINESS OPPORTUNITIES; (c) MATERIAL COST OVERAGES, SHORTAGES, OR WASTE; (d) PROJECT DELAYS OR SCHEDULE IMPACTS; (e) CONTRACTOR LABOR COSTS, CHANGE ORDER COSTS, OR REWORK COSTS; OR (f) ANY OTHER DAMAGES ARISING FROM OR RELATED TO CUSTOMER'S RELIANCE ON A TAKEOFF, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3 Essential Basis

Customer acknowledges that the limitations in this Section 7 reflect a reasonable allocation of risk between the parties, that Company would not provide the Service at current pricing without these limitations, and that these limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

8. Binding Arbitration and Class Action Waiver

8.1 Agreement to Arbitrate

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. Except as provided in Section 8.5, **any and all disputes, claims, or controversies** arising out of or relating to these Terms, the Service, any Takeoff, or the relationship between Customer and Company — whether based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory — shall be resolved exclusively by **binding individual arbitration** administered by JAMS (Judicial Arbitration and Mediation Services) under its Streamlined Arbitration Rules and Procedures then in effect, except as modified herein.

8.2 Arbitration Procedures

Arbitration shall be conducted by a single neutral arbitrator. The arbitration shall take place in Placer County, California, or by videoconference if both parties agree. The arbitrator shall have exclusive authority to resolve all threshold questions of arbitrability, including disputes about the scope, enforceability, or formation of this arbitration agreement. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. The Federal Arbitration Act governs the interpretation and enforcement of this arbitration agreement.

For claims under \$10,000, the parties agree to conduct the arbitration based solely on written submissions unless the arbitrator determines that a hearing is necessary. For claims over \$10,000, the JAMS Streamlined Rules govern the process.

8.3 Costs

Company will pay all JAMS filing, administration, and arbitrator fees for any arbitration initiated under this Section, except that Customer will pay the initial filing fee required by JAMS. If the arbitrator finds that either the substance of Customer's claim or the relief sought is frivolous or brought for an improper purpose, then the allocation of fees will be governed by the JAMS Rules.

8.4 Class Action Waiver

CLASS ACTION WAIVER: CUSTOMER AND COMPANY AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF CLASS OR REPRESENTATIVE PROCEEDING. IF THIS CLASS ACTION WAIVER IS FOUND UNENFORCEABLE FOR ANY REASON, THEN THE ENTIRE ARBITRATION AGREEMENT IN THIS SECTION SHALL BE NULL AND VOID, AND THE DISPUTE SHALL BE RESOLVED IN COURT SUBJECT TO SECTION 10.

8.5 Exceptions to Arbitration

Notwithstanding the foregoing, either party may seek: (a) emergency injunctive or other equitable relief in a court of competent jurisdiction to prevent irreparable harm pending arbitration; and (b) relief in small claims court for disputes within that court's jurisdiction. These exceptions do not waive either party's right to arbitration for all other claims.

8.6 Opt-Out Right

Customer may opt out of this arbitration agreement by sending written notice to serenadetakeoffs@gmail.com within thirty (30) days of first accepting these Terms. The opt-out notice must include Customer's full name, business name, and the statement "I opt out of the arbitration agreement." If Customer opts out, disputes will be resolved in court under Section 10.

9. Intellectual Property

9.1 Customer Plans

Customer retains all ownership and intellectual property rights in submitted Plans. By submitting Plans, Customer grants Company a limited, non-exclusive, non-transferable, royalty-free license to process and analyze the Plans solely to produce the ordered Takeoff and maintain related audit records.

9.2 Company Technology and Outputs

Company retains all ownership rights in its extraction methodology, software, algorithms, pipeline technology, and all related intellectual property. Delivered Takeoff documents are licensed to Customer on a non-exclusive basis for Customer's internal use on the specified project only. Customer may share Takeoffs with the project's contractor and owner. Customer may not: resell, sublicense, distribute, or use Takeoffs for commercial purposes; reverse engineer Company's methodology; or use Takeoffs as training data for any machine learning or AI system without written permission.

9.3 Use of Plan Content for Service Improvement

Customer grants Company a limited, perpetual, royalty-free license to use the **structural, geometric, and construction-related content** of submitted plan documents — including wall configurations, framing patterns, holddown layouts, dimension conventions, and material quantity relationships — to train, test, and improve Company extraction technology and algorithms.

Before any plan content is used for this purpose, Company removes all personally identifiable information, including owner name, project address, architect name and stamp, engineer name and stamp, contractor information, permit numbers, and any other information identifying a specific person or project. Only anonymized geometric and structural content is used for improvement purposes.

Customer may opt out of this license by providing written notice to serenadetakeoffs@gmail.com at or before the time of order. Opting out does not affect the quality, delivery, or pricing of the Takeoff or any other rights or obligations under these Terms.

9.4 Feedback

If Customer provides feedback, suggestions, or corrections regarding Takeoff accuracy or the Service, Customer grants Company an unrestricted, perpetual, royalty-free right to use such feedback to improve the Service without compensation to Customer.

10. Governing Law and Jurisdiction

These Terms and any dispute arising hereunder shall be governed by the laws of the **State of California**, without regard to its conflict of law provisions. For any dispute not subject to arbitration under Section 8, the parties consent to exclusive jurisdiction and venue in the state and federal courts located in **Placer County, California**. The parties waive any objection to such jurisdiction on the basis of inconvenient forum or otherwise.

11. General Provisions

Entire Agreement	These Terms, together with any written order confirmation, constitute the entire agreement between the parties concerning the Service and supersede all prior negotiations, representations, and agreements.
Severability	If any provision of these Terms is held invalid, illegal, or unenforceable, the remaining provisions continue in full force. The invalid provision will be modified to the minimum extent necessary to make it enforceable.
Waiver	Company's failure to enforce any provision does not constitute a waiver of future enforcement. No waiver is effective unless in writing signed by an authorized representative of Company.
Amendment	Company may amend these Terms at any time by posting updated Terms at its website and providing 30 days' notice to Customer's email address on file. Continued use after the effective date of changes constitutes acceptance.
Assignment	Customer may not assign these Terms or any rights hereunder without Company's prior written consent. Company may assign these Terms in connection with a merger, acquisition, or sale of substantially all of its assets.
Force Majeure	Company is not liable for delays or failures caused by events beyond its reasonable control, including plan quality issues, third-party API outages, natural disasters, or governmental actions.
No Third-Party Beneficiaries	These Terms are for the benefit of Company and Customer only. No third party, including contractors or material suppliers, has any rights under these Terms.
Headings	Section headings are for convenience only and do not affect interpretation.

**Counterparts /
Electronic
Acceptance**

These Terms may be accepted electronically. Electronic acceptance has the same legal effect as a written signature.

— *END OF TERMS OF SERVICE* —

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