

# TimberNotch: Terms of Use

**Operated by:** Grizzly Mining Company LLC ("GMC", "we", "us", "our"), a Montana limited liability company.

**App / service:** TimberNotch (the "Service"), available at [timbernotch.com](https://timbernotch.com).

**Effective date:** September 9, 2026

**Last updated:** September 9, 2026

**⚠ DRAFT. NOT YET LEGAL ADVICE.** Filled-in TimberNotch version of the GMC-family template. Have a licensed attorney review before publishing. One real-world fact still needs confirming: GMC's registered Montana mailing address (§17).

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## 1. Acceptance of these Terms

By creating an account, accessing, or using the Service, you agree to be bound by these Terms of Use ("Terms") and our Privacy Policy. If you do not agree, do not use the Service. If you use the Service on behalf of an organization, you represent that you are authorized to bind that organization to these Terms.

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## 2. Eligibility

You must be at least 18 years old and able to form a binding contract. The Service is offered for business and professional use and is not directed to children.

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## 3. The Service

TimberNotch is a construction project tracking tool for builders and owner-builders: projects, phases, schedules, tasks, budgets and expenses, estimates and job costs, permits, inspections, contractor contacts, progress photos, documents, site plans, and a unified calendar. **The Service is an informational and record-keeping tool. It is not a licensed contractor, architect, engineer, building official, inspector, code consultant, insurer, accountant, attorney, or financial or legal advisor, and it does not provide professional advice.**

Nothing in the Service determines whether work is code-compliant, permitted, safe, or approved. Any schedules, budgets, estimates, reports, calculations, summaries, or exports the Service generates are provided for your convenience only; you are solely responsible for reviewing them and for your own construction, permitting, safety, tax, accounting, legal, and financial decisions and filings. Permit and

inspection dates you see in the Service are your own records, not an official record. We recommend you confirm requirements with your building department and consult qualified professionals.

#### 4. Accounts and security

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You are responsible for safeguarding your login credentials and for all activity under your account. Notify us promptly at [contact@timbernotch.com](mailto:contact@timbernotch.com) of any unauthorized use. We may suspend or terminate accounts that violate these Terms.

#### 5. Customer Feedback Period, subscriptions, and billing

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- The Service is currently offered **free during the Customer Feedback Period**. We may end that period on reasonable notice and introduce paid plans.
- If and when paid plans are introduced, they are billed on a recurring basis (monthly or annual) at the price shown at checkout, plus any applicable taxes, and the terms in this section apply to them.
- Payments would be processed by our third-party payment processor, Stripe, Inc. By subscribing you also agree to Stripe's terms. We do not store full payment-card numbers.
- **Auto-renewal:** subscriptions renew automatically at the end of each billing period until cancelled. You authorize us, through our processor, to charge your payment method for each renewal.
- **Cancellation:** you may cancel anytime in your account settings. Cancellation stops future renewals; it does not, by itself, trigger a refund of the current period.
- **Price changes:** we may change prices with at least 30 days' notice; changes apply to the next billing period.
- **Taxes:** prices are exclusive of taxes unless stated. You are responsible for any taxes associated with your purchase, except taxes on our net income.

#### 6. Free trial

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New paid accounts receive a **60-day free trial**. No charge occurs during the trial. At the end of the trial, your subscription automatically converts to a paid subscription at the then-current price unless you cancel before the trial ends. A valid payment method may be required to begin the trial. We may modify or discontinue trial offers at any time, and we may limit trials to one per customer. We reserve the right to refuse or revoke a trial where we detect abuse, including creating multiple accounts to obtain repeated free periods.

## 7. Your data

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You retain ownership of the data you upload or enter ("Your Content"), including project records, photos, and documents. You grant us a limited license to host, process, and display Your Content solely to operate and improve the Service. You are responsible for the accuracy and legality of Your Content and for having the rights to provide it, including the right to upload photographs of job sites, structures, and any people in them. Our handling of personal data is described in the Privacy Policy.

## 8. Acceptable use

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You agree not to: (a) use the Service for any unlawful purpose; (b) reverse-engineer, scrape, or attempt to circumvent security; (c) resell or sublicense the Service without our written consent; (d) upload malware or infringing content; or (e) interfere with the Service's operation or other users.

## 9. Intellectual property

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The Service, including its software, design, and trademarks (TimberNotch, Grizzly Mining Company, and related marks), is owned by GMC or its licensors and protected by law. We grant you a limited, non-exclusive, non-transferable, revocable license to use the Service per these Terms. No other rights are granted.

## 10. Third-party services

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The Service may integrate with or link to third-party services, including other GMC-family applications you choose to connect. We are not responsible for third-party services, and your use of them is governed by their terms.

## 11. Disclaimers

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THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT ANY OUTPUT IS ACCURATE OR COMPLETE.

## 12. Limitation of liability

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, GMC AND ITS MEMBERS, MANAGERS, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, DATA, OR GOODWILL, INCLUDING CONSTRUCTION DELAY,

REWORK, OR COST OVERRUN. OUR TOTAL AGGREGATE LIABILITY FOR ANY CLAIM ARISING FROM THE SERVICE WILL NOT EXCEED THE AMOUNT YOU PAID US FOR THE SERVICE IN THE TWELVE MONTHS PRECEDING THE CLAIM.

### 13. Indemnification

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You agree to indemnify and hold harmless GMC from claims, damages, and expenses, including reasonable attorneys' fees, arising from your use of the Service, Your Content, or your breach of these Terms.

### 14. Termination

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We may suspend or terminate your access for any breach of these Terms or for any reason with reasonable notice. Upon termination your right to use the Service ends. Provisions that by their nature should survive, including Sections 9 and 11 through 13 and 15, survive termination. You may export Your Content before termination using the Service's export features.

### 15. Governing law and disputes

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These Terms are governed by the laws of the State of Montana, without regard to conflict-of-laws rules. The exclusive venue for disputes is the state or federal courts located in Sanders County, Montana, and you consent to that jurisdiction.

### 16. Changes to these Terms

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We may update these Terms from time to time. Material changes will be posted at [timbernotch.com](https://timbernotch.com) with an updated "Last updated" date and, where required, notified to you. Continued use after changes take effect constitutes acceptance.

### 17. Contact

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Questions about these Terms: [contact@timbernotch.com](mailto:contact@timbernotch.com). Grizzly Mining Company LLC, [GMC Montana registered mailing address; confirm before publishing].

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