

Mower Math

Terms of Service

A Service Penguin Product

Last Updated: July 1, 2026

1. Agreement to Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you ("you," "your," or "Customer") and Briar Creek Holdings LLC, operating as Service Penguin ("Service Penguin," "we," "us," or "our"), governing your access to and use of Mower Math.

Mower Math is a product of Service Penguin. References in these Terms to "Mower Math" mean the Mower Math website located at mowermath.com and its related applications, tools, and services (collectively, the "Service"). References to "Service Penguin," "we," "us," or "our" mean the legal entity that owns and operates the Service.

By creating an account, clicking "I agree" (or a similar button), or otherwise accessing or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms and by our Privacy Policy, which is incorporated by reference. **If you do not agree to these Terms, do not access or use the Service.**

If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind that entity, in which case "you" refers to that entity.

2. Definitions

- **"Account"** means the registered account you create to access the Service.
- **"Measurement Data"** means the lawn, property, or area measurements, boundaries, and related estimates generated by the Service.
- **"Third-Party Data"** means satellite imagery, mapping data, aerial imagery, property records, and other data supplied to the Service by third-party providers.
- **"User Content"** means any data, property addresses, boundary markups, quotes, customer information, or other material you submit to or create within the Service.
- **"Subscription"** means a paid plan granting access to the Service for a defined period.

3. Eligibility and Account Registration

You must be at least 18 years old and capable of forming a binding contract to use the Service. You agree to provide accurate, current, and complete information during registration and to keep it updated.

You are responsible for safeguarding your account credentials and for all activity that occurs under your Account. You must notify us immediately of any unauthorized use. We are not liable for any loss arising from your failure to protect your credentials.

4. Description of the Service

Mower Math provides satellite- and imagery-based tools that estimate lawn and property measurements to help lawn care and landscaping professionals prepare quotes and estimates. The Service may include measurement generation, quote creation, and related features that we may add, modify, or remove over time.

The Service is a tool to assist your professional judgment. It is not a substitute for on-site verification or professional surveying.

5. Accuracy of Measurements and Estimates

This section is important — please read it carefully.

Measurement Data is generated from Third-Party Data such as satellite and aerial imagery, which varies in resolution, currency, and accuracy. Measurement Data is provided as an **estimate only** and may differ from actual on-the-ground conditions due to imagery age, obstructions (trees, structures, shadows), seasonal changes, resolution limits, or errors in underlying source data.

You are solely responsible for:

- Verifying the accuracy of any Measurement Data before relying on it;
- Any quotes, bids, contracts, or pricing decisions you make using the Service; and
- Confirming actual property boundaries and conditions, including by physical inspection where appropriate.

Measurement Data is **not a survey** and must not be used as a substitute for a professional land survey, legal boundary determination, or any purpose requiring certified accuracy. We make no representation that Measurement Data is precise, complete, or fit for any particular decision.

6. Subscriptions, Fees, and Payment

6.1 Fees. Access to paid features requires a Subscription. Current pricing and plan details are shown at the point of purchase. All fees are stated in U.S. dollars unless otherwise noted.

6.2 Billing. By subscribing, you authorize us (and our third-party payment processor) to charge your designated payment method on a recurring basis according to your selected plan (e.g., monthly or annually) until you cancel.

6.3 Automatic Renewal. Subscriptions renew automatically at the end of each billing cycle at the then-current rate unless you cancel before the renewal date.

6.4 Cancellation. You may cancel at any time through your account settings. When you cancel, your Subscription will **not renew or be rebilled**, and you will **continue to have access to the Service through the end of your current billing period**. After that period ends, your access will stop.

6.5 Refunds. Except where required by law, fees are **non-refundable**. Because you retain access through the end of the period you have already paid for, we do not provide refunds or credits for partial billing periods, unused time, or unused features.

6.6 Price Changes. We may change fees. We will give you reasonable advance notice of any increase, and changes will apply to your next billing cycle. Continued use after a change takes effect constitutes acceptance.

6.7 Taxes. You are responsible for all applicable taxes, other than taxes based on our net income.

6.8 Failed Payments. If a payment fails, we may suspend or terminate your access until payment is resolved.

7. Acceptable Use

You agree not to:

- Use the Service for any unlawful purpose or in violation of these Terms;
- Resell, sublicense, or provide the Service to third parties except as expressly permitted;
- Scrape, harvest, or systematically extract data from the Service, or exceed reasonable usage limits;
- Reverse engineer, decompile, or attempt to derive the source code of the Service, except where such restriction is prohibited by law;
- Interfere with, disrupt, or attempt to gain unauthorized access to the Service or its infrastructure;
- Introduce malware or any harmful code; or
- Use the Service in a way that violates the terms of any Third-Party Data provider.

We may investigate and suspend or terminate accounts that violate this section.

8. User Content and Data

8.1 Your Ownership. You retain ownership of your User Content. You grant us a limited, non-exclusive license to host, process, and use your User Content solely to provide and improve the Service.

8.2 Your Responsibility. You represent that you have the rights necessary to submit your User Content and that it does not violate any law or third-party right. You are responsible for the accuracy of address and property information you submit.

8.3 Aggregated Data. We may generate and use aggregated or de-identified data derived from use of the Service, provided it does not identify you or your customers.

9. Third-Party Data and Services

The Service relies on Third-Party Data and third-party services (including mapping and imagery providers and payment processors). Your use of the Service may also be subject to those third parties' terms. We do not control and are not responsible for the accuracy, availability, or practices of third-party providers, and their data may change or become unavailable.

10. Intellectual Property

The Service, including all software, design, text, graphics, and the Mower Mathand Service Penguin names and logos, is owned by Service Penguin or its licensors and is protected by intellectual property laws. Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use

the Service for your internal business purposes. No rights are granted except as expressly stated. You may not use our trademarks without prior written permission.

11. Disclaimer of Warranties

THE SERVICE AND ALL MEASUREMENT DATA ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT MEASUREMENT DATA WILL BE ACCURATE OR COMPLETE. YOU USE THE SERVICE AND RELY ON MEASUREMENT DATA AT YOUR OWN RISK.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SERVICE PENGUIN AND ITS OWNERS, OFFICERS, EMPLOYEES, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, BUSINESS, OR GOODWILL, ARISING OUT OF OR RELATING TO THE SERVICE OR YOUR RELIANCE ON MEASUREMENT DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID US FOR THE SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

13. Indemnification

You agree to indemnify and hold harmless Service Penguin and its owners, officers, and employees from any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Service; (b) your User Content; (c) your violation of these Terms; (d) your violation of any law or third-party right; or (e) quotes, bids, or contracts you enter into with your own customers.

14. Term and Termination

These Terms remain in effect while you use the Service. You may stop using the Service and cancel your Subscription at any time as described in Section 6.

We reserve the right to suspend or terminate your access to the Service at any time, with or without cause and with or without notice, at our sole discretion, including if you violate these Terms or fail to pay fees, or if we discontinue the Service. Upon such termination, your right to access and use the Service ends immediately, and you are prohibited from accessing or attempting to access the Service. Any attempt to circumvent, bypass, or evade a suspension or termination — including by creating a new account, using

another person's account, or accessing the Service through any technical means — is strictly prohibited and may result in our pursuit of all remedies available at law or in equity.

Termination for cause will not entitle you to any refund. Upon termination, your right to use the Service ends immediately. Sections that by their nature should survive — including Sections 5, 8, 10, 11, 12, 13, 15, and 16 — will survive termination.

15. Modifications to the Service and Terms

We may modify or discontinue any part of the Service at any time. We may also update these Terms; if we make material changes, we will provide notice (such as by posting the updated Terms with a new "Last Updated" date or by email). Your continued use after changes take effect constitutes acceptance of the revised Terms.

16. Governing Law and Dispute Resolution

16.1 Governing Law. These Terms are governed by the laws of the State of [Texas], without regard to its conflict-of-laws rules.

16.2 Venue / Dispute Resolution. [Choose one and delete the other:]

- **Option A (Courts):** Any dispute will be resolved exclusively in the state or federal courts located in Ada County, Idaho, and you consent to their jurisdiction.

17. General Provisions

- **Entire Agreement.** These Terms and the Privacy Policy are the entire agreement between you and us regarding the Service.
- **Severability.** If any provision is found unenforceable, the remaining provisions stay in effect.
- **No Waiver.** Our failure to enforce any provision is not a waiver.
- **Assignment.** You may not assign these Terms without our consent; we may assign them freely.
- **Force Majeure.** We are not liable for delays or failures caused by events beyond our reasonable control.

18. Contact Us

Questions about these Terms? Contact us at:

Briar Creek Holdings LLC d/b/a Service Penguin ()

support@servicepenguin.com
