EstiMate AI

Terms of Service

Website, web application and estimating services

Legal entity	ESTIMATE AI PTY LTD
ABN / ACN	46 695 711 883 / 695 711 883
Effective date	2 November 2026
Website	useestimate.ai

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Please read carefully: These Terms govern business use of EstiMate AI. They contain important provisions about subscriptions, uploaded plans, AI-assisted estimates, human review, verification duties and limits of liability.

1. About these Terms

These Terms of Service (Terms) form a contract between ESTIMATE AI PTY LTD (EstiMate, we, us or our) and the person or organisation that accesses or uses the Services (Customer, you or your).

By creating an account, selecting a checkbox accepting these Terms, purchasing a Plan or Project Submission, or otherwise using the Services, you agree to these Terms and the Privacy Policy. If you accept on behalf of an organisation, you confirm that you have authority to bind that organisation.

The Services are intended for Australian construction businesses, sole traders, subcontractors, estimators, quantity surveyors and other construction professionals who are at least 18 years old. They are not intended for personal or household use or for projects outside Australia unless we expressly agree otherwise in writing.

2. Definitions

Account: an account used to access the Platform.

Customer Content: plans, drawings, specifications, site details, prompts, messages, files, data and other material supplied by or for you, including Training Submissions.

Draft Output: an automated, preliminary or interim calculation, response or estimate that has not been released as a Final Estimate.

EstiMate Materials: the Platform, software, pricing databases, methodologies, templates, prompts, workflows, calculation logic, branding, documentation and other materials owned or licensed by EstiMate.

Final Estimate: an estimate, takeoff, report or PDF released by EstiMate after the human review described in section 5.

Plan: a free trial, monthly subscription, annual subscription, enterprise arrangement, one-off Project Submission or other paid or unpaid offering displayed at purchase.

Platform: the EstiMate AI website, web application and related interfaces.

Project Submission: a one-off purchase for one identified construction project.

Services: the Platform, AI-assisted estimating, human-reviewed estimating, quantity takeoffs, reports, PDF exports, support, enterprise services and related services.

Training Submission: past project records, such as plans, takeoffs, quotes, pricing breakdowns, project details and notes, that you choose to submit through the Train model page, as described in section 11.

3. Nature and scope of the Services

EstiMate provides AI-assisted construction estimating and takeoff services for residential, commercial, civil, earthworks, renovation and extension projects. Depending on the selected Plan, the Services may include self-service project analysis, human-reviewed estimates, quantity takeoffs without pricing, client-ready PDFs, custom estimating, integrations, multi-user access and enterprise support.

The Services support budgeting, scope review, quantity takeoff, tender preparation and quotation preparation. They are not a fixed-price builder quote, construction contract, engineering design, building approval, site inspection, legal advice, tax advice, financial advice or certification by a registered quantity surveyor, licensed builder, engineer, architect or building surveyor.

Unless we expressly agree otherwise, EstiMate does not visit the site, verify latent conditions, inspect existing structures, obtain supplier or subcontractor quotations, verify service locations or confirm regulatory approvals.

4. Project information and scope

The quality of an estimate depends on the quality, completeness and currency of the project information provided. You must provide the latest available drawings, specifications, engineering, geotechnical information, scope instructions, location, selections, programme information and other material reasonably required for the requested estimate.

You must promptly tell us about revisions, addenda, conflicting documents, unusual site conditions, access restrictions, contamination, rock, authority requirements and any other matter that could materially affect quantities, rates, methodology or scope.

Where documents conflict, EstiMate may use engineering documents ahead of architectural documents for structural matters and may identify discrepancies, assumptions, provisional allowances, exclusions or items requiring clarification. This does not transfer responsibility for design coordination or document accuracy to EstiMate.

5. AI processing and human review

The Platform uses artificial intelligence and automated processing to read documents, extract information, assist with measurements, select pricing inputs, perform calculations and generate Draft Outputs.

Every Final Estimate is manually reviewed by an authorised EstiMate reviewer before it is released. You must not treat an automated message, preview, calculation or Draft Output as a Final Estimate unless it is clearly marked or issued as final by EstiMate.

Human review is a quality-control process only. It does not constitute a site inspection, engineering certification, quantity-surveyor certification, licensed builder quotation or guarantee that all errors, omissions, drawing conflicts or cost movements have been identified.

We do not promise a fixed turnaround time unless an enterprise order form or other written agreement states a service level. We will provide paid Services within the agreed timeframe or, where no timeframe is agreed, within a reasonable time having regard to project complexity, document quality, reviewer availability and required clarification.

6. Your verification and decision responsibility

Before issuing or relying on a Final Estimate, quotation, tender, contract, purchase order, programme or procurement decision, you must independently review and verify the project scope, quantities, rates, labour, materials, plant, exclusions, provisional allowances, margins, overheads, contingencies, GST treatment, drawings and assumptions.

You remain solely responsible for:

- the price and commercial terms you offer to your own client;
- confirming quantities and specifications against current project documents;
- obtaining specialist, supplier, subcontractor and consultant advice where required;
- conducting site inspections and investigating latent or ground conditions;
- complying with laws, licences, building codes, standards, approvals and contractual obligations; and
- deciding whether an estimate is suitable for a particular tender, contract or project.

No percentage of estimating accuracy is guaranteed. Actual costs may change because of site conditions, design development, scope changes, market movements, trade availability, productivity, programme, access, procurement, errors in source documents and other factors outside EstiMate's control.

7. Accounts, authorised users and security

You must provide accurate account and billing information and keep it current. You are responsible for activity performed through your Account, including activity by your employees, invited subcontractors, clients and other authorised users.

You may allow authorised employees to use your Account and may invite subcontractors or clients through supported sharing features. You must not sell, lease or publicly share login credentials. You must ensure each user complies with these Terms and promptly notify us of suspected unauthorised access.

Plan seat limits and access permissions apply as displayed in the Platform or order form. We may require individual logins instead of shared credentials for security, audit and usage-control purposes.

8. Trials, fees, GST and payment

Current Plan features, prices, billing periods, limits and inclusions are displayed on the pricing page, checkout screen, invoice or enterprise order form. Unless expressly stated otherwise, prices are in Australian dollars and GST is added.

The seven-day free trial requires a valid payment card and is offered once per Account and once per card, on a monthly Tier 1 or Tier 2 Plan. During the trial you receive the trial allowance displayed on the pricing page, for one project. Unless you cancel before the trial ends, the Plan you chose is charged automatically on the day the trial ends and then renews as a monthly subscription. We will remind you by email before the trial ends. You can cancel at any time during the trial through the billing portal without charge, or end the trial early and start the Plan at once.

One-off Project Submissions are charged in advance. Monthly and, where offered, annual subscriptions are charged in advance and automatically renew for the same billing period unless cancelled before the next renewal date. Enterprise onboarding, setup, integration or custom-development fees may apply if stated in an order form.

You authorise our payment processor to charge the payment method linked to your Account. EstiMate does not store complete payment-card numbers. If payment fails, we may retry payment, limit functionality or suspend access after reasonable notice, unless immediate action is reasonably required to prevent fraud or misuse.

9. Renewal, price changes and cancellation

You can cancel a self-service subscription through the Account settings. Cancellation takes effect at the end of the current paid billing period, and you will not be charged for the next renewal. You will retain access to paid features until that date unless the Account is suspended for breach, security or non-payment.

You retain access to completed Final Estimates made available for download after cancellation, subject to reasonable technical, security and retention limits. You should download and retain your own copies.

Unused messages, Project Submissions, credits, allowances and other Plan entitlements expire or are forfeited when the applicable billing period ends or the subscription terminates, unless the checkout screen or order form states otherwise.

Except where required by law, fees are not automatically refundable for change of mind, partial use, unused entitlements or cancellation during a billing period. We may provide a refund, extension, pro-rata amount or service credit for an annual subscription or a material technical failure after considering the circumstances. Any discretionary remedy does not limit rights that cannot legally be excluded.

We may change Plan pricing or inclusions by giving reasonable advance notice. For an existing subscription, a material price increase will apply no earlier than the next renewal after the notified date. You may cancel before the change takes effect.

10. Usage limits and fair use

Message, document, project, seat, storage and daily limits reset or apply as displayed for the relevant Plan, generally on the applicable billing date. Limits may differ between monthly, annual, one-off and enterprise Plans.

A one-off Plan described as having unlimited messages is limited to reasonable use for the single identified project. It does not permit unrelated projects, automated bulk submissions, extraction of the pricing database, load testing, credential sharing, high-volume commercial resale or activity that materially impairs the Services for others.

Where we reasonably believe use is outside fair use, we will ordinarily contact you and seek to resolve the issue before limiting access. We may act immediately where necessary to address security risk, unlawful conduct, material platform instability or deliberate abuse.

11. Customer Content, Training Submissions and authority to upload

You retain ownership of Customer Content. You grant EstiMate and its service providers a non-exclusive, worldwide, royalty-free licence to host, copy, transmit, analyse, adapt and otherwise process Customer Content only as reasonably necessary to provide, secure, support and improve the Services, comply with law and enforce these Terms.

You warrant that you have all permissions and authority required to upload and use Customer Content, including plans, consultant documents, client information and copyrighted material, and to authorise the processing described in these Terms and the Privacy Policy. For a Training Submission, you also warrant that you are entitled to share the past quotes, takeoffs and pricing it contains, and that sharing them with EstiMate for training does not breach a confidentiality obligation you owe to a client, consultant, supplier or subcontractor.

You must not upload unnecessary sensitive information, malicious code, unlawful material or information that you are not authorised to disclose. You are responsible for removing or redacting personal information that is not reasonably required for estimating.

Training Submissions. You may, but need not, submit past project records through the Train model page. Submitting is voluntary, is not required to use the Services, earns no payment, credit or discount, and does not guarantee any improvement in estimating accuracy. Features that tailor estimates to your business using Training Submissions may be released later and are not promised.

Training licence. You grant EstiMate a perpetual, irrevocable, worldwide, royalty-free licence to store, copy, review, prepare, de-identify and use Training Submissions to train, fine-tune, test and evaluate EstiMate's estimating models and to improve the Services, in the manner described in the Privacy Policy. EstiMate owns the models, weights, evaluations and other EstiMate Materials that result; you keep ownership of the Training Submissions themselves, and EstiMate will not show or give your identifiable pricing to another customer. This licence survives the closure of your Account. You may ask us to delete your Training Submissions at any time, and we will remove them as described in the Privacy Policy, but a model already trained on them does not have to be withdrawn or retrained.

12. Final Estimates and intellectual property

Subject to full payment, and to the extent intellectual property rights subsist, EstiMate assigns to you the rights it owns in the project-specific narrative, quantities and figures contained in your Final Estimate, excluding EstiMate Materials. EstiMate also grants you a perpetual, worldwide, royalty-free licence to use, reproduce, modify, rebrand and provide the Final Estimate to your own clients for your construction business purposes.

EstiMate retains all rights in EstiMate Materials. Nothing transfers ownership of the Platform, source code, calculation systems, generic templates, methodologies, prompts, pricing databases, rate libraries, brand elements or know-how.

You must not, except to the extent permitted by law or expressly authorised in writing:

- copy, scrape, extract, publish or create a substitute for the pricing database or rate libraries;
- reverse engineer, decompile, probe or attempt to discover source code, prompts or security controls;
- use the Services or outputs to train, benchmark or build a competing AI model or estimating platform;
- resell access to the Services or operate a separate estimating bureau substantially based on EstiMate without an enterprise agreement;
- remove ownership notices from EstiMate Materials; or
- use EstiMate branding in a way that suggests EstiMate is the builder, contractor or party issuing your client contract.

13. Acceptable use

You must not use the Services to engage in unlawful, fraudulent, misleading, defamatory, infringing, unsafe or harmful conduct; evade usage controls; interfere with the Platform; introduce malware; access another user account; test vulnerabilities without written permission; or generate documents intended to deceive a client, regulator, lender, insurer or court.

You must accurately describe the status of EstiMate outputs. You must not represent a Draft Output as human reviewed, a Final Estimate as an engineering or statutory certification, or EstiMate as having inspected a site where it has not done so.

14. Third-party services and data sources

The Services rely on third-party hosting, authentication, payment, email, analytics, AI and other providers. Those services may be subject to separate terms and may experience outages or changes outside our control.

Pricing references, supplier information and industry benchmarks may change, be delayed, contain errors or be unavailable. References to a supplier, product, standard or benchmark do not constitute endorsement or a guarantee of availability, compliance or current price.

15. Confidentiality and privacy

We will handle personal information in accordance with the Privacy Policy. We will use reasonable measures to restrict access to Customer Content to authorised personnel and service providers who need access for the purposes described in these Terms and the Privacy Policy.

You acknowledge that internet and cloud services involve inherent security risk and that no system can be guaranteed completely secure. You must maintain your own copies of important project documents and Final Estimates.

16. Availability, maintenance and changes to the Services

We aim to provide reliable Services but do not guarantee uninterrupted, error-free or continuous availability. We may perform maintenance, fix defects, modify workflows, replace providers, add or remove features or discontinue a Plan.

Where a change materially reduces a paid feature during a prepaid period, we will provide reasonable notice where practicable and, depending on the circumstances, continued access, a reasonable substitute, a service credit, a refund for the materially affected unused period or another remedy required by law.

Enterprise service levels apply only where stated in a signed enterprise order form.

17. Consumer guarantees and warranties

Nothing in these Terms excludes, restricts or modifies any guarantee, right or remedy that cannot lawfully be excluded, including under the Australian Consumer Law where it applies.

Subject to those non-excludable rights, the Services are supplied on an as-available basis. We do not warrant that an estimate will match a final builder, subcontractor or supplier quote; identify every line item; achieve a particular margin; win a tender; meet a budget; or remain accurate after documents, scope, rates or market conditions change.

18. Liability

To the maximum extent permitted by law, neither party is liable to the other for indirect, special or consequential loss, or for loss of profit, revenue, opportunity, goodwill, anticipated savings or data, except to the extent that loss was reasonably foreseeable and cannot lawfully be excluded.

EstiMate is not responsible for loss to the extent caused or increased by inaccurate or incomplete Customer Content, unnotified revisions, use of a Draft Output, failure to perform the verification required by section 6, unauthorised Account access caused by you, or use outside the documented purpose of the Services.

Subject to non-excludable rights, EstiMate's aggregate liability arising from or relating to a subscription is limited to the subscription fees paid by you in the 12 months before the event giving rise to the claim. For a one-off Project Submission or other one-off service, EstiMate's aggregate liability is limited to the greater of the fee paid for that service and AUD $1,000.

The limitations in this section do not apply to fraud, wilful misconduct or any liability that cannot lawfully be limited. Each limitation is to be read down to the minimum extent necessary to be enforceable.

19. Indemnity

You indemnify EstiMate against third-party claims, liabilities, losses and reasonable costs to the extent caused by:

- Customer Content that you were not authorised to upload or use;
- your infringement of another person's intellectual property, confidentiality or privacy rights;
- your unlawful, fraudulent or misleading use of the Services or a Final Estimate;
- your material breach of these Terms; or
- a representation, commitment or contract you make to your client that is not authorised by EstiMate.

This indemnity does not apply to the extent a claim was caused by EstiMate's negligence, breach of these Terms, fraud or wilful misconduct. EstiMate must take reasonable steps to mitigate loss and must not settle a claim in a way that admits fault by you without your consent, not to be unreasonably withheld.

20. Suspension and termination

You may stop using the Services at any time and may cancel subscriptions as described in section 9.

We may suspend or terminate access where you materially breach these Terms and do not remedy the breach within a reasonable period after notice. We may act immediately where reasonably necessary to address non-payment, fraud, security risk, unlawful conduct, serious misuse, infringement, harm to another user or material risk to the Platform.

Where practicable, we will explain the reason for suspension and provide an opportunity to respond. Suspension or termination does not affect accrued rights, payment obligations or provisions intended to continue, including intellectual property, the Training Submission licence in section 11, confidentiality, liability, indemnity and dispute terms.

21. Complaints and disputes

A party must first give written notice of a dispute to contact@estimateaus.com, describing the issue and the requested outcome. Each party must use good-faith efforts to resolve the dispute through negotiation for at least 15 business days.

If unresolved, either party may propose mediation, including mediation through the Victorian Small Business Commission where appropriate, before commencing court proceedings. This does not prevent either party seeking urgent interlocutory or injunctive relief.

22. Changes to these Terms

We may update these Terms to reflect legal, security, operational or product changes. We will give reasonable notice of material changes through the Platform, by email or on the website.

A material adverse change to subscription terms will generally take effect at the next renewal after notice. Changes required by law or reasonably necessary to protect users or the Platform may take effect earlier. If you do not agree with a change, you may cancel before it takes effect. Continued use after the effective date constitutes acceptance of the updated Terms.

23. General

These Terms, the Privacy Policy, the applicable checkout terms and any signed order form are the entire agreement about the Services. If an enterprise order form conflicts with these Terms, the order form prevails to the extent of the conflict.

You may not assign this agreement without our written consent, not to be unreasonably withheld. We may assign it as part of a genuine sale, restructure or transfer of the business, provided the assignee assumes our obligations.

If a provision is invalid or unenforceable, it is read down or severed without affecting the remaining provisions. A delay in enforcing a right is not a waiver. Neither party is liable for delay caused by events beyond its reasonable control, but payment obligations already due are not excused.

These Terms are governed by the laws of Victoria, Australia. Subject to section 21, the courts of Victoria and courts entitled to hear appeals from them have non-exclusive jurisdiction.

24. Contact

ESTIMATE AI PTY LTD

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