### Terms of Use

By using this website or any features thereof, you agree to abide by this Terms of Service (“Agreement”) set forth herein, and to any future amendments and/or variations thereof.

**Conditions**

This information contained herein is deemed reliable, but not guaranteed. US RECLAND (“Seller”) and its affiliates are not responsible for the accuracy of the information. The Buyer is responsible for verifying all information with the County.

Sizes advertised are approximate. Pictures of rural land contained in this listing may or may not represent pictures of the actual parcel being sold. Seller has not seen this property in person.

Other than our express Guarantees contained herein, all land is being sold “as-is” with no other warranties either expressed or implied as to the location, condition, accessibility, terrain, build-ability, or information contained in this listing. Buyer(s) understands that the Seller is conveying the above described property “as-is” and Buyer agrees to purchase property as such. No representations as to fitness for a particular purpose have been made. No verbal claims or promises have been made to Buyer which do not appear in writing.

If the above described property is not situated on a public road, then Buyer hereby acknowledges such, and agrees to hold Seller harmless for maintenance and improvements to existing easement(s). Buyer also agrees that any improvement or utility bonds will be assumed by the Buyer, and Buyer agrees that if he/she/they did not physically inspect the above property, then Buyer understands that will not constitute grounds for termination of his contract.

**Earnest Money / Processing Fee**

Buyer(s) understands that all processing fees submitted are non-refundable, unless Contract terms are unacceptable to Buyer and Contract is not signed or desired parcel is unavailable. No refund will be issued in the event Buyer(s) chooses to terminate or cancel their Agreement.

Seller reserves the right to take higher bids from other interested Buyers for up to 72 hours subsequent to receiving your Earnest Money / Processing Fee. You (the first potential Buyer), shall have the right of first refusal, but Seller reserves the right to sell to the highest bidder. If you are outbid, you will be refunded your Earnest Money / Processing fee.

**Disclaimers**

(a) This website is provided on an “AS-IS-AND-AS-AVAILABLE” basis and you use this website at your own risk.

(b) We make no representation or warranty – express or implied – that the service provided on this website will be uninterrupted or error-free. In case of any technical problems that prevent the uninterrupted running of this website, we shall not be liable for loss of business, or profit, or revenue, or otherwise to any user or third party.

(c) This website also contains links to third party websites, belonging to our advertisers, affiliates, or partners. Your interactions and dealings with such linked websites shall be subject to their specific legal requirements and privacy policies. We do not endorse such linked sites and disclaim the authenticity of the content or genuineness of such third party linked websites.

**Intellectual Property Rights**

Except the listings, all content on this website, including text, images, graphics, software, scripts, sounds, etc. are protected by national and international laws, treaties and conventions governing intellectual property rights. All the rights in the trademarks, service marks and logos contained on this website are hereby reserved. No part of this website is meant to be used, copied, reproduced, distributed, transmitted, broadcast or displayed for any other purposes whatsoever, without our prior written consent.

**Force Majeure**

We shall not be liable for any failure in performing our obligations under this Agreement due to circumstances beyond our reasonable control including, without limitation, strikes, lockouts, floods, natural calamities and governmental actions.

**Limitation of Liability**

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US.

**Indemnity**

You agree to indemnify and hold us and our subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of the land you purchase, your use of this website, your use of the land, your violation of this Agreement, or any other loss suffered by us due to your direct or indirect conduct.

**Modification**

We reserve the right to modify this Agreement or any part thereof. All the changes and updates shall come into effect as soon as they are posted on this web page. You shall be responsible to ensure that you are fully aware of, and in compliance of, the updated version of this Agreement.

**Applicable Law**

Any dispute that is, or becomes, a subject matter of any provision contained herein shall be subject to the exclusive jurisdiction of laws and courts located in the State of Ohio, United States of America.