

TERMS OF SERVICE

This Terms of Service is the written agreement between the legal owner of the equipment (hereafter knows as “seller”) Ground Clearance LLC, a Nebraska Limited Liability Company, for use of the proprietary Verified Debt Free/ Payoff buttons. By submitting the Seller’s form, you are agreeing to all terms of this agreement.

If seller is a broker or auction house (any seller who has not taken financial and legal possession) then seller needs to provide written authorization to sell by owner and provide the proof of legal ownership.

The buttons and links (proprietary debt verification) are owned by Ground Clearance LLC for use for sale of seller's equipment as agreed; no other use by Seller of said proprietary process shall be lawful. Links are monitored for time and placement.

Ground Clearance LLC will provide Seller with a temporary license to use its proprietary debt verification buttons in accordance with the terms hereof.

Seller shall provide official documentation verifying seller as the legal owner of the equipment to the satisfaction of Ground Clearance LLC. This will be a legal bill of sale, certificate of title, a note from the creditor with secured interest, and/or proof of insurance on the equipment for sale.

Seller shall provide a credit/charge card to to be held for the duration of the product use authorizing billings and payment for lien searches and product use.

Ground Clearance LLC shall provide Seller, monthly, with statements of charges and receipts for charges incurred. A small charge will be made upon receipt of Seller's credit/charge card prior to the UCC searches being conducted. Said charges will be deducted from Seller's billing.

Seller shall pay/authorize Ground Clearance LLC usual pricing for lien search services which starts at \$45 per name searched (company and/or individual), and \$2.00 per page of liens discovered. Pricing is dependent on the jurisdiction being searched. Ground Clearance LLC will provide seller with a copy of the lien search.

Seller shall provide Ground Clearance LLC all lien releases, lien terminations, payoffs from creditors (secured or unsecured), or and all parties claiming or potentially claiming an interest in the equipment for sale. This includes those requested by Ground Clearance LLC arising from any UCC search. and creditors of which seller is aware.

Seller authorizes Ground Clearance LLC to contact any secured creditor to verify any payoff.

Seller authorizes payoff from a buyer to the creditor. All payoff amounts will be acknowledged by the seller before paid to the creditor. Ground Clearance LLC will not mediate a sale. Ground Clearance LLC is not responsible for funds transferred. Ground Clearance LLC shall receive any release or termination following the payoff.

Seller shall pay a license fee of \$35.00 per piece of equipment per month advertised for sale. Seller shall notify Ground Clearance LLC of completion of sale of listed equipment.

Seller shall not use debt verification buttons for equipment not included in this Agreement; use beyond said Agreement will be billed and paid for usage payable at the current rate by the credit card on file with Ground Clearance LLC.

Ground Clearance LLC will prosecute unpaid fees on grounds of illegal or improper use of proprietary links and information.

Ground Clearance LLC reserves the right to refuse service. Seller shall cease using Ground Clearance LLC proprietary debt verification process upon written notice of termination of this Agreement.

Either party may terminate this agreement upon 24 hours' notice to the other; Seller shall be responsible to pay Ground Clearance LLC to date of termination of service.

Effective date for this Agreement shall be the date upon which Seller electronically enters into this Agreement by Submitting the Seller's Form.

Seller shall indemnify and hold Ground Clearance LLC, its' officers, agents and employees harmless from all loss, damage, liability, claim or injury, including reasonable attorney's fees resulting from any breach of Seller's warranties, representations, and covenants as applied to the subject equipment, or otherwise, not caused by any act or omission of Ground Clearance LLC

There is no partnership or joint venture between the seller and Ground Clearance LLC. Neither party shall act as agent for the other.

Ground Clearance LLC and seller agree that this Agreement shall not constitute any partnership or joint venture as between them; neither party shall act as agent for the other.

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska; venue for any proceeding shall be Lancaster County, Nebraska.

Time shall be of the essence in this Agreement.

This Agreement and all attachments hereto shall constitute the entirety of any agreements, whether written or oral, by the parties and shall not be amended except in writing executed by the parties.

This Agreement shall be binding upon and adhere to the benefit of the parties hereto and their successors in interest.

Terms of service may be updated at any time and without notice.