

OUR PUNCH LIST.COM TERMS AND CONDITIONS

Introduction

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If Our Punch List.com provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

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In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

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- matter which it would be illegal or unlawful for Our Punch List.com to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, as a limited liability entity, Our Punch List.com has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Our Punch List.com's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Our Punch List.com's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Our Punch List.com.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify Our Punch List.com and undertake to keep Our Punch List.com indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Our Punch List.com to a third party in settlement of a claim or dispute on the advice of Our Punch List.com's legal advisers) incurred or suffered by Our Punch List.com arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to Our Punch List.com's other rights under these terms and conditions, if you

breach these terms and conditions in any way, Our Punch List.com may take such action as Our Punch List.com deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

Our Punch List.com may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

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Our Punch List.com may transfer, sub-contract or otherwise deal with Our Punch List.com's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

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If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions, together with Our Punch List.com's privacy policy constitute the entire agreement between you and Our Punch List.com in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with the State of Ohio, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Butler County, Ohio.

Credit

This document was created using a Contractology template available at <http://www.freenetlaw.com>.

Our Punch List.com's details

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Our Punch List.com's address is 7723 Tyler's Place Blvd #308, West Chester OH 45069.

You can contact us by email to admin@ourpunchlist.com.