

LandShapes Construction, LLC

Terms and Conditions

Last updated: August 2026 (previous version: January 2021)

Agreement to Terms

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and LandShapes Construction, LLC ("we," "us," or "our"), concerning your access to and use of www.landshapesconstruction.com, as well as any other media form, media channel, mobile website, or mobile application related, linked, or otherwise connected to it (collectively, the "Site").

By accessing the Site, you agree that you have read, understood, and agree to be bound by all of these Terms and Conditions. If you do not agree, you are expressly prohibited from using the Site and must discontinue use immediately.

We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time. We will alert you to changes by updating the "Last updated" date above, and you waive any right to receive specific notice of each change. It is your responsibility to periodically review these Terms to stay informed of updates. Continued use of the Site after a revised version is posted constitutes acceptance of the changes.

The Site is intended for users who are at least 13 years of age. Users who are minors in the jurisdiction in which they reside (generally under 18) must have the permission of, and be directly supervised by, a parent or guardian to use the Site.

Intellectual Property Rights

Unless otherwise indicated, the Site is our proprietary property. All source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (the "Content"), and the trademarks, service marks, and logos contained on it (the "Marks"), are owned or controlled by us or licensed to us and are protected by copyright, trademark, and other intellectual property and unfair-competition laws.

The Content and Marks are provided "AS IS" for your information and personal use only. No part of the Site, Content, or Marks may be copied, reproduced, republished, uploaded, posted, publicly displayed, sold, licensed, or otherwise exploited for any commercial purpose without our express prior written permission. You are granted a limited license to access and use the Site, and to download or print a copy of any portion of the Content to which you have properly gained access, solely for personal, non-commercial use.

User Representations

By using the Site, you represent and warrant that: (1) any registration or contact-form information you submit is true, accurate, current, and complete, and you will keep it updated; (2) you have the legal capacity to agree to these Terms; (3) you are not under the age of 13; (4) you are not a minor in your jurisdiction of residence, or if a minor, you have parental permission to use the Site; (5) you will not access the Site through automated or non-human means (bot, script, or otherwise); and (6) your use of the Site will not violate any applicable law or regulation.

If you provide information that is untrue, inaccurate, or incomplete, we may suspend or terminate your access and refuse any current or future use of the Site.

Prohibited Activities

You may not access or use the Site for any purpose other than that for which we make it available. As a user, you agree not to, among other things: scrape or systematically harvest data from the Site; collect other users' contact information for unsolicited messaging; circumvent or interfere with Site security features; impersonate another person; attempt to reverse-engineer any Site software; upload viruses or malicious code; harass, threaten, or defraud us, our staff, or other users; or use the Site in any manner that violates applicable law.

User-Generated Contributions

The Site may allow you to submit reviews, comments, photos, or other materials ("Contributions"). By submitting Contributions you represent that you own or have the necessary rights to them, that they do not infringe any third party's rights, that they are not false or misleading, and that they comply with applicable law. We reserve the right to edit, re-categorize, or remove any Contribution at any time and for any reason, without notice, and we have no obligation to monitor Contributions.

Contribution License

By posting Contributions to the Site, you grant us a non-exclusive, transferable, royalty-free, worldwide license to host, use, reproduce, and display such Contributions in connection with operating and promoting the Site. We do not claim ownership of your Contributions — you retain full ownership of them.

Guidelines for Reviews

If the Site provides an area for reviews or ratings, reviewers must have firsthand experience with the person or service being reviewed, and reviews may not contain abusive, discriminatory, false, or misleading content, or references to illegal activity. We may accept, reject, or remove reviews in our sole discretion and are not liable for the content of any review.

Mobile Application License

If the Site is accessed via a mobile application, we grant you a revocable, non-exclusive, non-transferable, limited license to install and use the application on devices you own or control, for personal, non-commercial use, subject to the applicable App Distributor's terms of service.

Third-Party Websites and Content

The Site may link to third-party websites or include third-party content. We do not investigate, monitor, or endorse such third-party websites or content and are not responsible for them. If you leave the Site to access a third-party website, you do so at your own risk, and these Terms no longer apply.

Advertisers

We allow advertisers to display advertisements in certain areas of the Site. Advertisers are solely responsible for the content of their advertisements and represent that they hold all rights necessary to place them, including under our DMCA Notice and Policy described below.

Site Management

We reserve the right, but not the obligation, to monitor the Site for violations of these Terms, take appropriate legal action against violators, restrict or disable access to any Contribution, remove content that is excessive or burdensome to our systems, and otherwise manage the Site to protect our rights and property.

Privacy Policy

Please review our Privacy Policy, available on the Site. By using the Site, you agree to be bound by the Privacy Policy, which is incorporated into these Terms by reference. The Site is hosted in the United States; if you access it from outside the U.S., you consent to having your data transferred to and processed in the United States. We do not knowingly collect personal information from children under 13; if we learn that a child under 13 has provided personal information without verifiable parental consent, we will delete it as soon as reasonably practical.

Digital Millennium Copyright Act (DMCA) Notice and Policy

We respect the intellectual property rights of others. If you believe material on the Site infringes a copyright you own or control, notify our Designated Copyright Agent (see our DMCA Notice for full requirements and contact

details). A valid takedown notice must meet the requirements of 17 U.S.C. § 512(c)(3). If you believe your material was removed by mistake or misidentification, you may submit a counter notification meeting the requirements of 17 U.S.C. § 512(g)(3).

Term and Termination

These Terms remain in effect while you use the Site. We reserve the right, in our sole discretion and without notice, to deny access to or use of the Site to any person for any reason, including breach of these Terms. If we terminate your access, you are prohibited from registering or creating a new account under your name or any other name.

Modifications and Interruptions

We reserve the right to change, modify, or remove Site content at any time without notice, and we are not liable for any modification, suspension, or discontinuance of the Site. We do not guarantee the Site will be available at all times.

Governing Law

These Terms and your use of the Site are governed by the laws of the State of New York, without regard to its conflict-of-law principles.

Dispute Resolution

Any legal action arising out of or relating to these Terms or the Site shall be commenced and prosecuted exclusively in the state or federal courts located in Cortland County, New York, and the parties consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in those courts. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) do not apply. No claim, action, or proceeding related to the Site may be commenced more than two (2) years after the cause of action arose.

Corrections

The Site may contain typographical errors, inaccuracies, or omissions. We reserve the right to correct these and to update Site information at any time without prior notice.

Disclaimer

THE SITE IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. YOUR USE OF THE SITE IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF SITE CONTENT AND ASSUME NO LIABILITY FOR ERRORS, INTERRUPTIONS, UNAUTHORIZED ACCESS TO OUR SERVERS, OR THIRD-PARTY CONTENT MADE AVAILABLE THROUGH THE SITE.

Limitations of Liability

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER WILL AT ALL TIMES BE LIMITED TO THE LESSER OF THE AMOUNT YOU PAID US, IF ANY, IN THE MONTH PRECEDING THE CLAIM, OR \$500. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnification

You agree to defend, indemnify, and hold us harmless, including our officers, agents, partners, and employees, from any claim or demand — including reasonable attorneys' fees — made by a third party due to or arising from your Contributions, your use of the Site, your breach of these Terms, or your violation of any third party's rights.

User Data

We maintain certain data you transmit to the Site for purposes of operating it. Although we perform routine backups, you are solely responsible for data you transmit or that relates to your use of the Site, and we are not liable for any loss or corruption of such data.

Electronic Communications, Transactions, and Signatures

Visiting the Site, emailing us, and completing online forms constitute electronic communications. You consent to receive communications electronically and agree that electronic signatures, contracts, and records satisfy any legal requirement that such communications be in writing.

California Users and Residents

If a complaint with us is not satisfactorily resolved, California residents may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

Miscellaneous

These Terms, together with any policies posted on the Site, constitute the entire agreement between you and us. Our failure to enforce any right or provision does not waive that right or provision. If any provision is found unlawful or unenforceable, that provision is severable and does not affect the remaining provisions. No joint venture, partnership, employment, or agency relationship is created by these Terms or your use of the Site.

Contact Us

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