



TERMS OF SERVICE

Effective Date: April 2025

Welcome to ClearPath Assets (“Company,” “we,” “our,” or “us”). By accessing our website or using our services, you agree to the following Terms of Service and Disclaimer. If you do not agree, please do not use our services.

1. NATURE OF SERVICES

ClearPath Asset Recovery is a surplus funds recovery service. We assist individuals in identifying and recovering overages that may be owed to them following foreclosure sales, tax sales, or other legal proceedings.

We act solely as an independent recovery service and not as a law firm, financial institution, or government agency.

2. NO GUARANTEE OF RECOVERY

ClearPath Asset Recovery makes no guarantees, representations, or warranties that any funds will be located, identified, or successfully recovered.

Recovery of surplus funds depends on multiple factors outside of our control, including but not limited to:

- Availability of funds
- Legal eligibility
- Documentation requirements
- Court or agency decisions

By using our services, you acknowledge and accept that results are not guaranteed.

3. NOT LEGAL OR FINANCIAL ADVICE

ClearPath Assets and its representatives are **not attorneys, accountants, or financial advisors.**

Nothing provided through our website, communications, or services shall be construed as:

- Legal advice
- Financial advice
- Tax advice

You are encouraged to seek independent advice from a qualified attorney, accountant, or financial professional regarding your specific situation.

4. CLIENT RESPONSIBILITIES

By engaging our services, you agree to:

- Provide accurate and complete information
- Respond promptly to requests for documentation
- Ensure you have legal authority to claim any funds

Failure to do so may delay or prevent recovery efforts.

5. FEES AND COMPENSATION

ClearPath Asset Recovery operates on a contingency-based fee structure unless otherwise agreed in writing.

- Fees are only earned upon successful recovery of funds
- The agreed percentage or fee will be outlined in a separate written agreement
- No upfront fees will be charged unless explicitly disclosed

6. NO ATTORNEY-CLIENT RELATIONSHIP

Use of our services does not create an attorney-client relationship.

Any communications between you and ClearPath Asset Recovery are not protected by attorney-client privilege.

7. LIMITATION OF LIABILITY

To the fullest extent permitted by law, ClearPath Asset Recovery shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or related to:

- Use of our services
- Inability to recover funds
- Delays in processing claims
- Actions taken by courts, agencies, or third parties

Our total liability, if any, shall not exceed the amount of fees actually paid to us for the specific service in question.

8. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless ClearPath Asset Recovery and its owners, employees, and agents from any claims, liabilities, damages, or expenses arising from:

- Your use of our services
- Your violation of these Terms
- Any inaccurate or incomplete information you provide

9. THIRD-PARTY INVOLVEMENT

We may work with third-party service providers, including attorneys or filing agents, when necessary.

We are not responsible for the actions, errors, or omissions of third parties.

10. COMPLIANCE WITH LAWS

ClearPath Assets operates in accordance with applicable state and federal laws. Availability of services may vary by jurisdiction.

11. TERMINATION

We reserve the right to refuse or terminate services at any time for any reason, including suspected fraud, lack of cooperation, or legal restrictions.

12. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the state in which a claim is filed.

13. CHANGES TO TERMS

We reserve the right to update or modify these Terms at any time. Continued use of our services constitutes acceptance of any changes.

14. CONTACT INFORMATION

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