

Terms of Service

Effective Date: May 14, 2026

Last Updated: May 14, 2026

Welcome to Sell Ya Home. These Terms of Service ("Terms") govern your use of www.sellyahome.com (the "Site") and any communications you have with Sell Ya Home ("we," "us," or "our"). By using the Site or contacting us, you agree to these Terms. If you do not agree, please do not use the Site.

1. About Sell Ya Home

Sell Ya Home is a private real estate buyer. We purchase residential properties and vacant land for cash in Newark, East Orange, Orange, Irvington, and surrounding areas of New Jersey. We are not a real estate brokerage, real estate agent, mortgage lender, attorney, accountant, or financial advisor. Nothing on this Site or in our communications constitutes legal, financial, tax, or real estate advice. You are encouraged to consult a licensed professional before making decisions about your property.

2. No Agency Relationship

Submitting your information or speaking with us does not create a real estate agency, fiduciary, attorney-client, or any other professional relationship. We act solely as a potential buyer of your property.

3. No Obligation to Buy or Sell

Submitting your property information through our Site, by phone, or by any other means does not create a binding offer or any obligation on either party. We may decide not to make an offer for any reason. If we do make an offer, you are under no obligation to accept it. A binding obligation only arises if and when both parties sign a written purchase and sale agreement.

4. Cash Offers Are Estimates Until Verified

Any cash offer we provide is preliminary and based on the information you give us, public records, and a visual property assessment. Final offers are subject to:

- A physical inspection of the property
- A clear and marketable title
- Verification of ownership and authority to sell
- Review of any liens, judgments, or encumbrances
- Any other due diligence we deem reasonably necessary

We reserve the right to adjust or withdraw an offer if any of the above reveals new information.

5. Accuracy of Your Information

You agree that any information you provide to us is accurate, complete, and current to the best of your knowledge. You agree that you are the legal owner of the property you are inquiring about, or that you are authorized to act on behalf of the owner. Providing false or misleading information may result in withdrawal of any offer and may have legal consequences.

6. Use of the Site

You agree to use the Site only for lawful purposes. You agree not to:

- Use the Site in any way that could damage, disable, or impair the Site
- Use any automated system, bot, or scraper to access the Site
- Submit false, misleading, or fraudulent information
- Use the Site to harass, threaten, or harm any person
- Attempt to gain unauthorized access to any part of the Site or its systems
- Use the Site to violate any applicable law or regulation

7. Intellectual Property

All content on the Site, including text, images, logos, graphics, and design, is owned by Sell Ya Home or licensed to us, and is protected by copyright, trademark, and other laws. You may not copy, reproduce, distribute, or create derivative works from any content without our written permission.

8. Third-Party Links

The Site may contain links to third-party websites. We do not control and are not responsible for the content, policies, or practices of those sites.

9. Disclaimers

THE SITE AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. To the fullest extent permitted by law, we disclaim all warranties, including warranties of merchantability, fitness for a particular purpose, accuracy, and non-infringement.

We do not warrant that:

- The Site will be uninterrupted, secure, or error-free

- Any information on the Site is accurate, complete, or current
- The results of using the Site will meet your expectations

10. Limitation of Liability

To the fullest extent permitted by law, Sell Ya Home, its owners, employees, and affiliates are not liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, revenue, data, or goodwill, arising out of or related to your use of the Site or your interactions with us. Our total liability for any claim related to the Site shall not exceed one hundred dollars (\$100).

This limitation does not apply where prohibited by law.

11. Indemnification

You agree to indemnify and hold Sell Ya Home and its affiliates harmless from any claims, damages, losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of your use of the Site, your violation of these Terms, your violation of any law, or your violation of any third-party rights.

12. SMS, Email, and Phone Communications

By providing your contact information, you consent to receive communications from us by phone, text message, and email as described in our Privacy Policy. This includes marketing emails related to the real estate industry, such as market updates, home selling tips, and information about our services. You may opt out of marketing communications at any time. See the Privacy Policy for full details.

13. Governing Law

These Terms are governed by the laws of the State of New Jersey, without regard to its conflict-of-law principles. Any dispute arising out of or relating to these Terms or your use of the Site shall be brought exclusively in the state or federal courts located in Essex County, New Jersey, and you consent to the personal jurisdiction of those courts.

14. Dispute Resolution

Before filing a formal claim, you agree to attempt to resolve any dispute by contacting us at info@sellyahome.com. If we cannot resolve the dispute within 30 days, either party may pursue legal remedies as set out in Section 13.

15. Severability

If any part of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force.

16. Changes to These Terms

We may update these Terms from time to time. The "Last Updated" date at the top reflects the most recent version. Continued use of the Site after changes means you accept the updated Terms.

17. Contact Us

Questions about these Terms:

Sell Ya Home

260 Broadway, Newark, NJ 07104

Email: info@sellyahome.com

Phone: (973) 370-4119