

## **Terms and Conditions**

### **Agreement between User and JYB Corp DBA - <http://siteraptor.com/>**

Welcome to JYB Corp / DBA Siteraptor.com. Your new campaign and website developed by JYB Corp DBA "Site Raptor", is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms").

JYB Corp / DBA Siteraptor.com is offers online marketing solutions to various businesses that include, but not limited to, Websites, SEO, Local SEO, Linkbuilding and other agreed services that are mutually agreed to by the client.

### **Privacy**

Your agreement, work performed and payment is subject to Site Raptor's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications**

You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Your Account**

For any online software or services shared, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that JYB Corp DBA / Siteraptor.com is not responsible for third party access to your account that results from theft or misappropriation of your account. JYB Corp DBA Site Raptor and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

### **Children Under Thirteen**

Site Raptor does not knowingly collect, either online or offline, personal information from persons under the age of thirteen.

### **Cancellation/Refund Policy**

Your payment to for services is your approval for the previous months services and fees. Due to the nature of work provided, JYB Corp DBA siteraptor.com does not provide refunds for any previous work or paid months. You may cancel your subscription to your marketing campaign and services at any time. However, any cancellations made after your subscription billing date for the current month will not qualify for a refund. Please contact us at [admin@siteraptor.com](mailto:admin@siteraptor.com) with any questions.

### **Links to Third Party Sites/Third Party Services**

Work completed by JYB Corp DBA Siteraptor.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Site Raptor and therefore JYB Corp DBA Siteraptor.com is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Site Raptor is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Site Raptor of the site or any association with its operators.

Certain services made available are delivered by third party sites and organizations. By using any product, service or functionality originating from the work provided on your behalf, you hereby acknowledge and consent that JYB Corp DBA Siteraptor.com may share such information and data with any third party with whom Site Raptor has a contractual relationship to provide the requested product, service or functionality on behalf of you as a client.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use to our software and services strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content, websites, social media, logos included as part of the monthly service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used in your name, is your property and will be provided at your request within 30 days. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

### **Third Party Accounts**

You will be able to connect your online services and content created on your behalf by JYB Corp DBA Siteraptor.com to third party accounts. By connecting to a third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites).

If you do not want information about you to be shared in this manner, do not use this feature.

### **International Users**

The Service is controlled, operated and administered by JYB Corp DBA / Siteraptor.com from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the content created or accessed on your behalf in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless Site Raptor, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services provided, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. You agree that JYB Corp DBA siteraptor.com is operating each month at your approval on all work provided.

### **Payment Terms**

All payments for said services are paid on a subscription bases, on a monthly basis and unless otherwise arranged in writing, renew every month on the same day as the original payment. Your monthly payment to JYB corp / DBA Siteraptor.com constitutes your agreement to all fees and terms. All work provided is month-to-month and client may cancel at anytime with 30 days written notice. All notice of cancellation must be in writing before the next months payment due date and sent to: admin@siteraptor.com

Further, the last payment assures acceptant of all previous work provided by JYB Corp DBS siteratpor.com. Also, client agrees that due to the labor and nature of work provided, there are no refunds, for any reason, for past services on payments to JYB Corp DBA / Siteraptor.com. Cancellation within 3 days of payment for any current month will result in a refund for that months payment on incomplete work only.

### **Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected JYB Corp DBA Siteraptor.com in a Las Vegas location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

### **Liability Disclaimer**

JYB CORP DBA / Siteraptor.com AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. JOHN AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL JOHN AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF JOHN OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

#### **Termination/Access Restriction**

To the maximum extent permitted by law, this agreement is governed by the laws of the State of Nevada.

Client agrees that no joint venture, partnership, employment, or agency relationship exists between you and JYB Corp DBA / Siteraptor.com as a result of client's subscription or work provided. Performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of JYB Corp DBA / Siteraptor.com's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Site Raptor with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision

will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Site Raptor with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Site Raptor with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

Site Raptor reserves the right, in its sole discretion, to change the Terms and conditions as offered. The most current version of the Terms will supersede all previous versions. JYB Corp DBA / Siteraptor.com encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

Site Raptor welcomes your questions or comments regarding the Terms:

Email Address:

admin@siteraptor.com

Telephone number:

866-722-9205

Effective as of December 01, 2020