

# SitePREP LLC Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE OR MOBILE APP. YOU CHOOSING TO USE THIS WEBSITE OR MOBILE APP RESULTS IN A LEGALLY BINDING CONTRACTURAL RELATIONSHIP BETWEEN YOU AND SITEPREP, LLC.

## CONTRACTUAL RELATIONSHIP

Thank you for visiting [www.siteprep.io](http://www.siteprep.io), our mobile app or our developer application program interface (hereinafter collectively referred to as the "Platform"). These Terms of Use ("Terms") govern your access or use, from within the United States and its territories and possessions, of our applications, websites, content, products, and services (individually and collectively, "Services") made available in the United States and its territories and possessions by SitePREP, LLC and its parents, subsidiaries, representatives, affiliates, officers and directors (collectively, "SitePREP"). PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND SitePREP. In these Terms, the words "including" and "include" mean "including, but not limited to" and "including, without limitation."

By accessing or using the Services, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. SitePREP may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

IMPORTANT: PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH SITEPREP ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

Supplemental terms may apply to certain Services, such as policies for a particular event, program, activity or promotion ("Event"), and such supplemental terms will be disclosed to you in separate Event disclosures on our Platform or in connection with the applicable Service(s). Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Service(s). Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

SitePREP reserves the right to withdraw or amend the Terms, the Services and any other service or material we provide on our Platform, from time to time in our sole discretion and without notice. Amendments will be effective upon the posting by SitePREP of such updated Terms, Services or other service or material at this location or in the amended policies or supplemental terms on the applicable Service(s). Your continued access or use of the Services after such posting confirms your consent to be bound by the Terms, as amended.

SitePREP will not be liable, in any manner whatsoever, if for any reason all or any part of the Platform, the Services or any content is unavailable at any time or for any period for any reason whatsoever. Thus, you use the Services at your sole discretion. From time to time, we may restrict access to some or all parts of the Services to users, including registered users.

## **ARBITRATION AGREEMENT AND CLASS ACTION WAIVER**

BY AGREEING TO THE TERMS, YOU AGREE THAT (1) ANY CLAIM, DISPUTE OR CONTROVERSY MUST BE RESOLVED THROUGH ARBITRATION; (2) THE PARTIES ARE WAIVING THE RIGHT TO A TRIAL BY JURY; (3) THE RIGHTS THAT THE PARTIES WOULD HAVE IF THEY WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL, MAY BE MORE LIMITED OR MAY NOT EXIST; (4) THE PARTIES MAY ONLY BRING A CLAIM IN OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CURRENT OR FUTURE CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE PROCEEDING; AND (5) THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OR CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING.

### **Agreement to Binding Arbitration Between You and SitePREP**

You and SitePREP agree that any dispute, claim or controversy arising out of or relating to (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Services at any time, whether before or after the date you agreed to the Terms, will be settled by binding arbitration between you and SitePREP, and not in a court of law. You acknowledge and agree that you and SitePREP are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and SitePREP otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. However, you and SitePREP each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

## **Rules and Governing Law**

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Arbitration Agreement. The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879. The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the state of Alabama.

## **Process**

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration - Consumer Arbitration Rules at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879). The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of Alabama and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an Arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the Arbitrator in accordance with the AAA Rules.

## **Location and Procedure**

The arbitration will be conducted in Auburn, Alabama. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and SitePREP submit to the Arbitrator, unless you request a hearing or the Arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the

Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

### **Arbitrator's Decision**

The Arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. An Arbitrator's decision shall be final and binding on all parties. An Arbitrator's decision and judgment thereon shall have no precedential or collateral estoppel effect. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. SitePREP will not seek, and hereby waives all rights SitePREP may have under applicable law to recover, attorneys' fees and expenses if SitePREP prevails in arbitration.

### **Fees**

It is your responsibility to pay AAA filing fees, and any administrative and arbitrator fees will be allocated as set forth in the AAA Rules.

### **Severability and Survival**

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (1) the unenforceable or unlawful provision shall be severed from these Terms; (2) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (3) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

## **GENERAL DISCLAIMER**

This Platform and its components (including our mobile app), content and information are offered for informational purposes only, and the use of this Platform and its components, content and information is at your own and sole risk and are provided on an "AS IS" basis without warranty of any kind. This Platform shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Platform, and shall not be responsible or liable for any error or omissions in that information.

SitePREP does not warrant that the Platform will be error free or that this website and its server are free of computer viruses or other destructive elements. If the use of our website or equipment requires maintenance or replacement of parts or data, SitePREP assumes no responsibility for costs incurred. We also offer no guarantee that this Platform will be available and accessible at all times.

SitePREP will make reasonable efforts to keep the Platform operational. However, at times technical difficulties may result in temporary or long-term interruptions as a result of Platform maintenance. These interruptions could be for issues outside of SitePREP's control, including, but not limited to, issues involving your cell phone network, the removal of a previously existing cell phone tower, or your internet service provider's issues. As such, your data (including photographs) may not always be available. SitePREP does not warrant or guarantee network or system availability and will not be held liable in the event that all or any part of our Platform is unavailable at any time or for any period. In addition, SitePREP does not warrant or guarantee the preservation of your photographs.

The Services may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by SitePREP of the content on such third-party websites. SitePREP is not responsible for the content of linked third-party websites and does not make any representations regarding the content, accuracy or validity of materials and information on such third-party websites. If you decide to access linked third-party websites, you do so at your own risk. Your use of third-party websites is subject to the Terms and Conditions of use for such sites.

SitePREP is based in Alabama, in the United States of America. The Services are provided for use only by persons located in the continental United States. SitePREP makes no claims that the Services or any content is accessible, appropriate or may be used outside of the United States. Access to the Services and any content may not be legal by certain persons or in certain countries.

IF YOU ACCESS THE SERVICES AND CONTENT FROM OUTSIDE THE UNITED STATES, YOU DO SO AT YOUR OWN RISK AND ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE LAWS OF YOUR JURISDICTION.

## **PRIVACY POLICY**

Maintaining your privacy is of paramount concern to SitePREP. SitePREP's collection and use of personal information in connection with the Services is described in SitePREP's Privacy Policy located on our website at [www.siteprep.io/privacypolicy](http://www.siteprep.io/privacypolicy).

## **ACCESSING THE SERVICES; ACCOUNT SECURITY**

To access the Platform, the Services and the resources they offer, you may be asked to provide certain registration details or other information, such as your name, email address, mailing address and phone number. It is a condition of your use of the Platform and the Services that all of the information you provide on the Platform, irrelevant of entry, is correct, current and complete. You agree that all information you provide to register with the Platform, including, but not limited to, through the use of any interactive features in the Services, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

We maintain the right to disable any account, user name, password or other identifier, whether chosen by you or provided by us, at any time, in our sole discretion and for any reason whatsoever, including if, in our opinion, you have violated any provision of these Terms.

From time to time, SitePREP may access some or all of your account data (including your profile, information, data, photographs and camera information) in order to provide the Services to you, to perform any troubleshooting, to improve our Services, or to review our system performance. SitePREP may also utilize third-party vendors to provide some or all of the Services to you, such as using a third-party payment processor to collect and process your credit card and payment information. For the purposes of clarity, SitePREP does not collect, process or store your credit card information.

## **TRADEMARKS AND SERVICE MARKS**

Trademarks that are used or displayed on the Platform are owned by SitePREP or by third parties other than SitePREP that offer and provide products and services on or through the Platform. Trademarks of SitePREP may not be copied or used, in whole, partial, or modified form, without the prior written consent of SitePREP or, where applicable, its supplier or licensor. In addition, SitePREP custom graphics, logos, button icons, scripts and page headers are covered by trademark, trade dress, copyright or other proprietary rights law, and may not be copied, imitated, or used, in whole, partial or modified form, without the prior written approval of SitePREP. Other trademarks, service marks, registered trademarks, product and service names, and company names or logos that appear on the Platform are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by SitePREP.

## **USE OF CONTENT; COPYRIGHT**

Upon acceptance of these Terms, SitePREP authorizes you to view and use the material provided by the Services solely for your personal, noncommercial use. Special rules may apply to the use of certain features

provided by the Services. Any such special rules are listed as "Legal Notices" in the Services and are incorporated into these Terms and Conditions by reference.

The content provided by the Services, such as text, graphics, images and other material including software licensed by SitePREP to permit users to access the Services ("Content"), are protected by copyright under both United States and foreign laws, and title to the Content shall not pass to you or any other user.

Unauthorized use of the Content may violate copyright, trademark, and other laws, and you agree to prevent any unauthorized use or copying of the Content. None of the Content may be reverse-engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, re-transmitted in any form or by any means (electronic, mechanical, photo reproduction, recordation or otherwise), resold or redistributed without the prior written consent of SitePREP.

Content is subject to change without notice at the editorial discretion of SitePREP. If you violate any of these Terms, your permission to use the Content automatically terminates and you must immediately destroy any copies you have made of any portion of the Content.

We respect the intellectual property of others, and we ask you to do the same. It is our policy not to permit Content known by us to be infringing to remain part of Services. If you believe that any Content provided by the Services constitutes copyright infringement, please notify us immediately of the infringing Content and provide the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Platform;
- Your address, telephone number, and email address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Your notice of claim of copyright infringement can also be sent by directing an email to [support@siteprep.io](mailto:support@siteprep.io) or letter to the following designated copyright agent:

SitePREP, LLC  
Attn: Legal Department

2124 Moores Mill Road, Suite 120  
Auburn, Alabama 36830 USA

Upon our receipt of a proper notice of claimed infringement, we will respond expeditiously to remove, or disable access to, the Content claimed to be infringing and will follow the procedures specified in the Digital Millennium Copyright Act ("DMCA") to resolve the claim between the notifying party and the alleged infringer who provided the Content at issue.

## **CONTENT LIABILITY; DISCLAIMER OF CONSEQUENTIAL DAMAGES AND WARRANTIES**

The Content comes from sources believed to be accurate but may contain inaccuracies or typographical errors. SitePREP makes no representations about the results to be obtained from using the Services or the Content. The use of the Services and the Content is at your own risk.

You acknowledge that in connection with the Services, information will be transmitted over cell phone tower, local exchange, inter-exchange and Internet backbone carrier lines and through routers, switches and other devices owned, maintained and serviced by third-party local exchange and long-distance carriers, utilities, Internet service providers and others, all of which are beyond the control and jurisdiction of SitePREP and their suppliers. Accordingly, SitePREP assumes no liability for or relating to the delay, failure, interruption or corruption of any data or other information transmitted in connection with use of the Services.

The Services and the Content contained therein are provided on an "AS IS" and "AS AVAILABLE" basis without any warranties of any kind, either express or implied. SitePREP, their licensors, and their suppliers, to the fullest extent permitted by law, disclaim all warranties, either express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement of third parties' rights, and fitness for a particular purpose. SitePREP, their licensors, and their suppliers make no representation or warranties about the accuracy, reliability, completeness, security, quality, availability, currency or timeliness of the content, software, text, graphics, links, or communication provided on or through the use of the Services or the Content. Without limiting the foregoing, neither SitePREP nor anyone associated with SitePREP represents or warrants that the Platform, the Services, the Content and any other services or items obtained through the Platform, will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that our Platform or the server that makes it available are free of viruses or other harmful components or that the Services and any other services or items obtained through the Platform will otherwise meet your needs or expectations.



SITEPREP SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA, LOST USE OR OTHER INTANGIBLES, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF, RELIANCE ON, OR INABILITY TO USE THE SERVICES OR CONTENT; FROM ANY CHANGES TO THE PLATFORM OR ITS SERVICES; OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF SITEPREP AND EVEN IF SITEPREP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SITEPREP SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND ITS REASONABLE CONTROL.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, SITEPREP' LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

## INTELLECTUAL PROPERTY

The Services, the Content and all rights therein are and shall remain SitePREP's property or the property of SitePREP's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner SitePREP's company names, logos, product and service names, trademarks or services marks or those of SitePREP's licensors.

## CONFIDENTIALITY

By agreeing to the Terms, you agree that you will not disclose the Services, the Content, or any comments regarding the Services or Content, to any third party without the prior written approval of SitePREP. You will maintain the confidentiality of the Services and the Content with at least the same degree of care that you use to protect your own confidential and proprietary information, but in any event not less than a reasonable degree of care under the circumstances. However, you will not be liable for the disclosure of any confidential information which is (a) in the public domain other than by a breach of these Terms on your part; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to you without any

limitation on use or disclosure prior to its receipt from SitePREP; or (d) generally made available to third parties by SitePREP without restriction on disclosure.

## FEEDBACK AS BETA TESTERS

By agreeing to the Terms, you agree, as a beta tester of the Services and Content, to report any flaws, errors or imperfections discovered in the Platform, the Services, the Content or any other materials where you have been granted access to any of the above as part of the testing. You understand that prompt and accurate reporting is one of the primary purposes of the tests, and you agree to undertake best efforts to provide frequent reports on all aspects of the Platform, the Services and the Content, both positive and negative. You acknowledge that any improvements, modifications and changes arising from or in connection with your contribution to the testing remain and/or become the exclusive property of SitePREP.

## ADVERTISEMENTS

The Services and Content may contain advertisements by third parties, and these advertisements may contain links to other websites. Unless otherwise specifically stated, SitePREP does not endorse any product or make any representation regarding the content or accuracy of any materials contained in or linked to, any advertisement on the Services and Content.

## INDEMNITY

You agree to defend, indemnify and hold harmless SitePREP, their officers, directors, employees, agents, licensors, suppliers and any third-party information providers to the Services, from and against any and all claims, actions or demands, losses, expenses, damages, costs, liabilities and settlements of any kind whatsoever, including, without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your use of the Platform, the Services or Content (including software) in a manner that violates or is alleged to violate these Terms or any activity related to your account (including negligent or wrongful conduct and copyright infringement) by you or any other person accessing the Platform or the Services using your account. SitePREP shall provide notice to you promptly of any such claim, suit, or proceeding and shall reasonably cooperate with you, at your expense, in your defense of any such claim, suit or proceeding.

## MOBILE APPS END USER LICENSE AGREEMENT (EULA) FOR APPLE IOS MOBILE APPS

### Acknowledgement

The EULA is concluded between SitePREP and you only, and not with Apple, and SitePREP, not Apple, is solely responsible for the Licensed Application and the content thereof. This EULA may not provide for usage rules for Licensed Applications that are in conflict with the App Store Terms of Service as of the Effective Date.

### **Scope of License**

The license granted to the end-user for the Licensed Application is a non-transferable license to use the Licensed Application on any Apple-branded Products that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that such Licensed Application may be accessed, acquired, and used by other accounts associated with you via Family Sharing or volume purchasing.

### **Maintenance and Support**

SitePREP is solely responsible for providing any maintenance and support services with respect to the Licensed Application, as specified in the EULA, or as required under applicable law. You must acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

### **Warranty**

SitePREP is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Licensed Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Licensed Application to you; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of SitePREP.

### **Product Claims**

SitePREP and you acknowledge that SitePREP, not Apple, is responsible for addressing any of your claims or any third party relating to the Licensed Application or your possession and/or use of that Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. The EULA does not limit SitePREP's liability to you beyond what is permitted by applicable law.

## **Intellectual Property Rights**

SitePREP and you acknowledge that, in the event of any third-party claim that the Licensed Application or your possession and use of that Licensed Application infringes that third party's intellectual property rights, SitePREP, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

## **Legal Compliance**

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

## **Developer Name and Address**

Your questions, complaints or claims with respect to the Licensed Application should be directed to:

SitePREP, LLC  
2124 Moores Mill Road, Suite 120  
Auburn, Alabama 36830 USA  
[support@siteprep.io](mailto:support@siteprep.io)

## **Third Party Terms of Agreement**

You must comply with applicable third-party terms of agreement when using the SitePREP Application, e.g., you must not be in violation of their wireless data service agreement when using the SitePREP Application.

## **Third Party Beneficiary**

SitePREP and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of the EULA, and that, upon your acceptance of the terms and conditions of the EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against the end-user as a third-party beneficiary thereof.

## **ENTIRE AGREEMENT**

EXCEPT AS EXPRESSLY PROVIDED IN A PARTICULAR "LEGAL NOTICE" PROVIDED BY THE SERVICES, THESE TERMS AND THE PRIVACY POLICY CONSTITUTE THE SOLE AND ENTIRE

AGREEMENT BETWEEN YOU AND SITEPREP WITH RESPECT TO THE PLATFORM AND THE USE OF THE SERVICES AND CONTENT CONTAINED THEREIN, AND SUPERSEDE ALL PRIOR AND CONTEMPORANEOUS UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS AND WARRANTIES, BOTH WRITTEN AND ORAL, WITH RESPECT TO THE PLATFORM OR THE SERVICES.

## **SEVERABILITY**

If any provision in these Terms is deemed unlawful, void or unenforceable, then that provision is deemed severable from these Terms and the remaining provisions shall remain valid and enforceable, other than as specified in the Arbitration Agreement and Class Action Waiver section above.

## **NOTICE TO CALIFORNIA RESIDENTS**

California users are entitled to the following consumer rights notice pursuant to California Civil Code Section 1789.3: If you have a question or complaint regarding the Platform or the Services, please write to us via certified mail, Return Receipt requested, at SITEPREP, LLC, 2124 Moores Mill Road, Suite 120, Auburn, AL 36830, ATTN: LEGAL SERVICES DEPARTMENT, or by calling us at (334) 521-2787. California residents may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Boulevard, Suite N 112, Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210.