

GBP Optimizers Terms and Conditions

Last updated: October 1, 2023

These terms and conditions ("Terms" or "Terms and Conditions") govern the use of GBP Optimizers (the "Service Provider") and [GBPOptimizers.com](https://gbpoptimizers.com) (the "Site"), collectively the "Service". The Service is owned and operated by Google Business Profile Optimizers, LLC (the "Company"). The terms "us", "we", or "our" are all inclusive of the Service Provider, the Site, and the Company. The terms "you" and "your" mean the person, persons, or non-human entity or entities, using or intending to use, the Service. The Site is an e-commerce website.

By using the Service, you indicate that you have read and understand these Terms and Conditions and agree to abide (and be bound) by them at all times. If you disagree with any part of these Terms, you do not have permission to use the Service.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES; PLEASE READ IT CAREFULLY.

Intellectual Property

All content published and made available on our Site ("Content") is the property of the Service and the Content's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of the Service. You may not distribute, modify, transmit, reuse, download, re-post, copy, or use said Content ("Use"), whether in whole or in part, for commercial purposes or for personal gain, without written permission from us, in advance of its Use.

Communications

By providing information as means of communicating with you (e.g., an e-mail address, physical address, or phone number), you agree to subscribe to newsletters, marketing or promotional materials, and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by sending a request to opt-out@gbpoptimizers.com and including any pertinent contact information.

Sale of Services

These Terms and Conditions apply to all the services offered by the Service at the time you access it. All information, descriptions, or images provided about our services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images. You agree to order and purchase services from our Service at your own risk.

We reserve the right to modify, reject, or cancel your order whenever it becomes appropriate or necessary.

Purchases

If you wish to order/request and purchase any service made available through the Service (“Purchase”), you may be asked to supply payment information relevant to your Purchase (e.g., a credit card number, its expiration date, the billing address).

All services are to be paid for in-full when ordered, unless otherwise agreed-to by the Service Provider.

We reserve the right to refuse or cancel your Purchase at any time for reasons including (but not limited to): product or service availability, errors in the description or price of the product or service, error in your order, or other reasons.

Payments

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge to this payment instrument, the amount due. Furthermore, you represent and warrant that: (i) you have the legal right to use the payment instrument for the Purchase; and that (ii) the payment information you supply to us is true, correct, and complete.

The Service may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you authorize us to provide the necessary payment information to these third parties, subject to our [Privacy Policy](#).

If we believe your payment to be fraudulent, unauthorized, or in violation of any law or these Terms and Conditions, we reserve the right to refuse, cancel, or reverse your payment.

Availability, Errors, and Inaccuracies

While updating details about product or service offerings, we may experience delays in updating information on the Site, in our advertising elsewhere on the Internet (e.g., other Web sites, e-mail-based advertisements), or in physical forms of advertising (e.g., brochures, flyers). As such, information about product or service offerings found on the Site, or elsewhere, may contain errors or inaccuracies, and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable, and as such, we cannot guarantee the accuracy or completeness of any such information, wherever found. Therefore, we reserve the right to change or update information about product or service offerings, including pricing, and to correct errors, inaccuracies, or omissions at any time, without prior notice.

Subscriptions

Our GBP Management ("GBPM") service is billed on a subscription basis ("Subscription"). If purchased, you will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly or quarterly basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions until it is cancelled by you or the Service Provider. You may cancel your Subscription anytime by sending us your cancellation request to GBPM_Cancellations@GBPOptimizers.com. Upon receipt and confirmation of your Subscription cancellation request, services will cease at the end of the Billing Cycle during which the cancellation request was made.

A valid payment method, including, but not limited to, a credit card, a debit card, or PayPal, is required to process the payment for your Subscription. You shall provide the Service with accurate and complete billing information (including full name, full address, and telephone number), and accurate and complete information for a valid payment method. By submitting such payment information, you authorize us to charge all Subscription fees incurred to any such payment instruments, automatically, at the start of each Billing Cycle ("Automatic Payment").

Should Automatic Payment fail to occur for any reason, we will issue an electronic invoice, sent to the e-mail address on record for your account, indicating that within seven (7) calendar days of the Automatic Payment failure, payment must be completed manually, with the full payment corresponding to the billing period as indicated on the invoice.

Subscription Fee Changes

The Service, in its sole discretion and at any time, may modify our fees for the Subscription. Any such fee change will become effective at the start of the next Billing Cycle.

We will provide you with notice of any change in Subscription fees at least 14 calendar days prior, to afford you an opportunity to cancel your Subscription before such fee change goes into effect.

Your continued use of the Service after the Subscription fee change goes into effect constitutes your acceptance of the fee change.

Refunds

Refunds for GBP Completion ("GBPC") and GBP Optimization ("GBPO") Services:

The amount paid for our GBPC and GBPO services will be fully refunded if GBP Optimizers fails to complete the service as described on the Site, not to include service performance beyond

what is described. If service is not completed by the date and time promised, we will refund you half (50%) of the amount paid for service. Refund requests for any or all other reason(s) will be considered on a case-by-case basis.

Refunds for GBPM Services:

Except when required by law, paid Subscription fees are non-refundable.

Refunds for All Services:

If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid.

For any refund issued, you agree it is your responsibility to monitor your payment instrument and verify receipt of the refund.

Links to Other Web Sites

The Site may contain links to third-party Web sites or services not owned or controlled by the Service.

We have no control over, and assume no responsibility for the content, privacy policies, or practices of any third-party Web sites or services. We do not warrant the offerings of any of these entities/individuals or their Web sites.

You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused, or alleged to be caused, by or in connection with use of or reliance on any such content, goods, or services available on or through any such third-party Web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party Web sites or services that you visit.

Satisfaction Guarantee

We guarantee you will be satisfied with the completeness and quality of our services. If you are not satisfied with the completeness and quality of the service purchased, we will take any and all reasonable actions to deliver on this guarantee.

Consumer Protection Law

Where any consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Limitation of Liability

In no event shall the Company, nor its members, directors, officers, employees, subsidiaries, partners, agents, suppliers, or affiliates, be liable for any actions, claims, losses, or indirect, incidental, special, consequential or punitive damages, including without limitation, liabilities, expenses, legal fees, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third-party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Indemnity

Except where prohibited by law, by using the Service you agree to defend, indemnify, and hold us (and our members, directors, officers, employees, subsidiaries, partners, agents, suppliers, and affiliates) harmless from any actions, claims, obligations, losses, damages, liabilities, costs or debt, and expenses (including, but not limited to, legal fees) arising out of a) your use and access of the Service; b) a breach of these Terms and Conditions, or c) Content posted on the Site.

Applicable Law

These Terms and Conditions are governed by the laws of the Commonwealth of Virginia, United States.

Severability

Our failure to enforce any right or provision of these Terms and Conditions will not be considered a waiver of those rights. If any provision of these Terms and Conditions is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms and Conditions constitute the entire agreement between you and us regarding the Service, and supersede and replace any prior agreements we might have had with you regarding the Service.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an “AS IS” and “AS AVAILABLE” basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

The Company, its members, directors, officers, employees, subsidiaries, partners, agents, suppliers, and affiliates do not warrant a) the Service will function uninterrupted, secure, or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and the Service Provider are unable to resolve any dispute through informal discussion, then you and the Service Provider agree to submit the issue first before a non-binding mediator and to an arbitrator in the event mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and us. The costs of any mediation or arbitration will be shared equally between you and the Service Provider.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 calendar days’ notice prior to any new terms taking effect ("New Terms"). What constitutes a material change will be determined at our sole discretion.

By continuing to access or use the Service after any revisions go into effect, you agree to be bound by the New Terms. If you do not agree to such binding or the New Terms, you are no longer authorized to use the Service.

Contact Us

Please contact us if you have any questions or concerns about these Terms and Conditions. Our contact details are as follows:

Phone: (571) 336-8778

E-mail: [Terms and Conditions@GBPOptimizers.com](mailto:Terms_and_Conditions@GBPOptimizers.com)

You can also contact us through the feedback form available on the Site at:

<https://GBPOptimizers.com/contact>