

Terms of Use

Terms and Conditions of Use

1. User's Acknowledgment and Acceptance of Terms

My Beeble, LLC d/b/a MyBeeble ("Us" or "We") provides the MyBeeble.com website, iPhone Application, other applications and various related services (collectively, the "App") to you, the user, subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us and you. In addition, when using particular services or materials on this App, users shall be subject to any posted rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

By using this App, you agree to be bound by these terms of use. If you do not wish to be bound by these terms of use, please do not use our service. Your remedy for dissatisfaction with this App, or any products, services, content, or other information available on or through this App, is to stop using the App and/or those particular products or services. Your agreement with us regarding compliance with these terms of use becomes effective immediately upon commencement of your use of this App.

These Terms of Use are effective as of 1 November 2013. We expressly reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this App and these Terms of Use from time to time and to familiarize yourself with any modifications. Your continued use of this App after such modifications will constitute acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use. **BY USING THE APP, YOU ARE AGREEING TO THE TERMS OF USE. IF YOU DO NOT AGREE TO THE TERMS OF USE, YOU ARE NOT AUTHORIZED TO USE THE APP AND YOU MUST CEASE USE OF THE APP.**

Except for certain types of disputes described in the Arbitration section below, you agree that disputes between you and us will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration.

In some instances, these terms of use and a separate document containing additional conditions may apply to a service or product offered via the App ("Additional Terms"). To the extent there is a conflict between these Terms of Use and any Additional Terms, the Additional Terms will control unless the Additional Terms state clearly otherwise.

2. Description of Services

We make various services available on this App including, but not limited to, classifieds exclusively for all posts, credit card transaction processing, shipping exchanges, communications with others, exchange and sales of books and other goods and services, and personal fund

withdrawals of sold books in correspondence to current and/or past college students. You are responsible for providing, at your own expense, all equipment necessary to use the services, including an iPhone, data service, and Internet access (including payment of all fees associated with such access).

We reserve the sole right to either modify or discontinue the App, including any of the App's features, at any time with or without notice to you. We will not be liable to you or any third party should we exercise such right. Any new features that augment or enhance the then-current services on this App shall also be subject to these Terms of Use.

3. Registration Data and Privacy/ Registration

In order to access some of the services on this App, you will be required to use an account and password that can be obtained by completing our registration form, which requests certain information and data ("Registration Data"), and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete, and accurate.

You also grant us the right to disclose to affiliated third parties certain Registration Data about you. This Registration Data will never include name, email address, personal address, ip address or, in a general context, any personal data that corresponds with specific users. The information we obtain through your use of this App, including your Registration Data, is subject to our Privacy Policy, which is specifically incorporated by reference into these Terms of Use.

4. Conduct

Your use of the App is subject to all applicable laws and regulations, and you are solely responsible for the substance of your communications through the App. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service, including but not limited to phone calls and text messages, that may be available to you on or through this App, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content — including text, communications, software, images, sounds, data, or other information — that:

- a. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
- b. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- c. infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- d. constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;

- e. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
- f. impersonates any person or entity, including any of our employees or representatives.

We neither endorse nor assume any liability for the contents of any material uploaded or submitted by third party users of the App. We generally do not pre-screen, monitor, or edit the content posted by users of communications services or other interactive services that may be available on or through this App. However, we and our agents have the right at their sole discretion to remove any content that, in our judgment, does not comply with these Terms of Use and any other rules of user conduct for our App, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against us arising out of such removal of content. See "Use of Your Materials" below for a description of the procedures to be followed in the event that any party believes that content posted on this App infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the App may be available to you or other authorized users of the App. You shall not interfere with anyone else's use and enjoyment of the App or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your membership, account, or other affiliation with our App without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other Apps, including cooperating with law enforcement authorities in investigating suspected criminal violations.

5. Third Party Apps and Information

This App may link you to other apps or websites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These apps or websites may contain information or material that some people may find inappropriate or offensive. These other apps, websites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency of the apps, websites or parties, or any other aspect of the content of such apps or websites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the apps, websites or party by us, or any warranty of any kind, either express or implied.

6. Intellectual Property Information

For purposes of these Terms of Use, “content” is defined as any information, data, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by users on our App. This includes message boards, chat, and other original content.

By accepting these Terms of Use, you acknowledge and agree that all content and logos presented to you on this App are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of My Beeble, LLC and/or its Affiliates. You are only permitted to use the content as expressly authorized by us or the specific content provider. Except for a single copy made for personal use only, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this App in any form or by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on this App. Any unauthorized use of the materials appearing on this App may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

Neither we nor our Affiliates warrant or represent that your use of materials displayed on, or obtained through, this App will not infringe the rights of third parties. See “Users Materials” below for a description of the procedures to be followed in the event that any party believes that content posted on this App infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

The following are trademarks service marks of My Beeble, LLC or its Affiliates: MyBeeble™, MyBeeble.com™, MyBeeble™ and Book Design, and Welcome to the Youniverse™. All custom graphics, icons, logos and service names are trademarks or service marks of MyBeeble or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of MyBeeble or its Affiliates.

MyBeeble, MyBeeble.com and the App is not affiliated with any of the Universities.

7. Unauthorized Use of Materials

Subject to our Privacy Policy, any communication or material that you transmit to this site, to the App or to us, whether by electronic mail, post, or other means, for any reason, will be treated as non-confidential and non-proprietary. While you retain all rights in such communications or material, you grant us and our agents and affiliates a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used.

Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise. We are also unable to accept your unsolicited ideas or proposals, so please do not submit them to us in any circumstance.

We respect the intellectual property of others, and we ask you to do the same. If you or any user of this site believes its copyright, trademark or other property rights have been infringed by a posting on this site, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must do the following:

1. Identify in sufficient detail the copyrighted work that you believe has been infringed upon or other information sufficient to specify the copyrighted work being infringed).
2. Identify the material that you claim is infringing the copyrighted work listed in item #1 above.
3. Provide information reasonably sufficient to permit us to contact you (email address is preferred).
4. Provide information, if possible, sufficient to permit us to notify the owner/administrator of the allegedly infringing webpage or other content (email address is preferred).
5. Include the following statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."
6. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
7. Sign the paper.
8. Send the written communication to the contact email listed below:

Designated Agent for Claimed Infringement: Gabriel Cornejo
Contact: Phone: (800) 668-4754, Email: Info@MyBeeble.com

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from our site without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

8. Disclaimer of Warranties

ALL MATERIALS AND SERVICES ON THIS APP ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE SERVICES AND MATERIALS WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE SITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE MATERIALS AND SERVICES OFFERED ON THIS APP, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE MATERIALS OR SERVICES OFFERED ON THIS APP MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES.

THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THIS APP IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

Through your use of the App you may have the opportunities to engage in commercial transactions with other users and vendors. You acknowledge that all transactions relating to any merchandise or services offered by any party, including, but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the seller or purchaser of such merchandize and services and you. WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THIS APP, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. SUCH RISK INCLUDES THE RISK OF ASSAULT, BATTERY OR PERSONAL INJURY CAUSED PERSONS CONTACTED THROUGH THE APP. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THIS APP FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

Content available through this App often represents the opinions and judgments of an information provider, App user, or other person or entity not connected with us. We do not endorse, nor are we responsible for the accuracy or reliability of, any opinion, advice, or statement made by

anyone other than an authorized MyBeeble spokesperson speaking in his/her official capacity. Please refer to the specific editorial policies posted on various sections of this site for further information, which policies are incorporated by reference into these Terms of Use.

You understand and agree that temporary interruptions of the services available through this App may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this App, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the services available on this App are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. Limitation of Liability

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS APP.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THIS APP OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS APP, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. Indemnification

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorneys' fees, that arise from your use or misuse of this App. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

11. Security and Password

You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account if you do transfer or share your account.

12. Participation in Promotions

From time to time, this App may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

13. E-mail, Messaging, Blogging, and Chat Services

We may make email, messaging, blogging, or chat services, including but not limited to mail, text messages and phone calls (collectively, "Communications") available to users of our site, either directly or through a third-party provider. We make available separate supplemental agreements characterizing the relationship between you and us that, except where expressly noted or contradictory, includes these Terms.

We will not inspect or disclose the contents of private Communications except with the consent of the sender or the recipient, or in the narrowly-defined situations provided under the Electronic Communications Privacy Act, or as other required by law or by court or governmental order. Further information is available in our Privacy Policy.

We may employ automated monitoring devices or techniques to protect our users from mass unsolicited communications (also known as "spam") and/or other types of electronic communications that we deem inconsistent with our business purposes. However, such devices or techniques are not perfect, and we will not be responsible for any legitimate communication that is blocked, or for any unsolicited communication that is not blocked.

Mailboxes may have a limited storage capacity. If you exceed the maximum permitted storage space, we may employ automated devices that delete or block email messages that exceed the limit. We will not be responsible for such deleted or blocked messages.

14. International Use

Although this App may be accessible worldwide, we make no representation that materials on this App are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this App from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this site is void where prohibited.

15. Termination of Use

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this App immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this App. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension.

16. Governing Law

This App (excluding any linked sites) is controlled by us from our offices within the state of Arizona, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Arizona, by accessing this site both of us agree that the statutes and laws of the State of Arizona, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this App and the purchase of products and services available through this App. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue any court of competent jurisdiction within the State of Arizona with respect to such matters.

17. Notices

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of Customer Service at youareimportant@MyBeeble.com. Notices to you may be sent to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the App to inform you of changes to the App or other matters of importance, and such broadcasts shall constitute notice to you at the time of sending.

18. Entire Agreement

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter of this agreement and supersedes all prior agreements and understandings of the parties with respect to that subject matter. These Terms of Use may not be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this App is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

19. Arbitration

If a dispute arises between you and My Beeble, LLC, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you agree that we will resolve any claim or controversy at law or equity that relates to or arises out of the Terms of Use or your use of the App (a "Claim") in accordance with the subsections below.

General. You and My Beeble, LLC agree that any dispute, claim or controversy arising out of or relating to these Terms of Use or the breach, termination, enforcement, interpretation or validity thereof (collectively, "Disputes") will be settled by binding arbitration; except that either party retains the right to bring an individual action in small claims court. You acknowledge and agree that you and My Beeble, LLC 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. Further, unless both you and My Beeble, LLC otherwise agree, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Legal Disputes" section will be deemed void. This "Legal Disputes" section will survive any termination of these Terms of Use. Notwithstanding the foregoing, each party reserves the right to seek injunctive or other equitable relief in a court of competent jurisdiction with respect to any dispute related to the actual or threatened infringement, misappropriation or violation of a party's intellectual property or proprietary rights or breach of the Conduct provisions of this Agreement.

Arbitration Rules, Governing Law, Jurisdiction and Venue. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Section of these Terms of Use. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1 -800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section. These Terms and any action related thereto will be governed by the laws of the State of Arizona without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action taken in a small claims court as contemplated by these terms will be the courts located in the District of Arizona and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

Arbitration 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 at www.adr.org/si.asp?id=3477.) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Arizona 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.

Arbitration Location and Procedure. Unless you and My Beeble, LLC otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and My Beeble, LLC 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. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of Limitation of Liability section of these Terms of Use as to the types and the amounts of damages for which a party may be held liable. 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.

Fees. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, My Beeble, LLC will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Changes. If My Beeble, LLC changes this Legal Disputes section, you may reject any such change by sending us written notice (including by email to legal) within 30 days of the date such change became effective, as indicated in the "Last Updated" date. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and My Beeble, LLC in accordance with the provisions of this Section as of the date you first accepted the terms of these Terms of Use (or accepted any subsequent changes to these Terms of Use).

This "Arbitration" section shall survive any expiration or termination of your relationship with My Beeble, LLC.

20. Miscellaneous

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by you against us or our Affiliates must be instituted with one year after the cause of action arises or be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use to any party, and any purported attempt to do so will be null and void. We may freely assign our rights and obligations under these Terms of Use.

You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this App, or use of or access to this App.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our App arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

21. Contact Information

Except as explicitly noted on this App, the services available through this App are offered by My Beeble, LLC, located at 111 West 6th Street #801, Tempe, AZ 85281. Our telephone number is (760) 453-8884. If you notice that any user is violating these Terms of Use, please contact us at info@MyBeeble.com.

Blog and Message Board Terms of Use

My Beeble, LLC d/b/a MyBeeble (“Us” or “We”) offer the use of our blogging and social media messaging system services (along with the content posted thereon, the “Services”) subject to the terms and conditions of use (the “Terms”) contained in these Blog and Message Board Terms of Use, which are incorporated into the MyBeeble Terms of Use (the “Terms of Use”). By accessing, creating or contributing to any blogs or messages hosted by us (the “Blog”), and in consideration for the Services we provide to you, you agree to abide by these Terms. Please read them carefully before posting to or creating any Blog. We reserve the right to change, at any time, at our sole discretion, the Terms under which these Services are offered. You are responsible for regularly reviewing these Terms for changes. Your continued use of the Services constitutes your acceptance of all such Terms. If you do not agree with these Terms, please do not use the Services.

1. Disclaimer of Company Responsibility for Blog Content

You understand that all content posted to the Blog (the “Content”) is the sole responsibility of the individual who originally posted the content. You understand, also, that all opinions expressed by users of this site are expressed strictly in their individual capacities, and not as Our representatives or any of Our sponsors or partners. The opinions that you or others post in the Blog do not necessarily reflect Our opinions.

2. Posting

(a) By posting your Content using the Services, you are granting an unrestricted, irrevocable, non-exclusive, royalty-free, perpetual, worldwide, and fully transferable, assignable, and sublicensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create collective or derivative works from, distribute, perform and display your Content in whole or in part and to incorporate it in other works in any form, media, or technology now known or later developed. You further warrant that all so-called moral rights in the content have been waived.

(b) By posting content to the Blog, you warrant and represent that you either own or otherwise control all of the rights to that content, including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the content, or that your use of the content is a protected fair use. You agree that you will not knowingly provide material and misleading false information. You represent and warrant also that the content you supply does not violate these Terms. It is your sole responsibility to ensure that your postings do not disclose confidential and/or proprietary information, including personal financial information, information covered by a nondisclosure agreement, and information that you are not authorized to disclose. We caution you not to disclose personal information about yourself or your children, such as social security numbers, credit card numbers, etc.

(c) You agree to indemnify and hold Us and Our affiliated companies, and their directors, officers and employees, harmless for any and all claims or demands, including reasonable attorney fees, that arise from or otherwise relate to your use of the Blog, any content you supply to the Blog, or your violation of these Terms or the rights of another.

3. Accessing

(a) You agree that We will not be liable, under any circumstances and in any way, for any errors or omissions, loss or damage of any kind incurred as a result of use of any content posted on the Blog or the App. You agree that you must evaluate and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content. You agree not to collect information about others, including e-mail addresses, or to use information obtained from the Services to send other users unsolicited e-mail of any kind.

(b) The Blog is provided for informational purposes only; we shall not be responsible or liable for the accuracy or availability of any information appearing or available on the Blog.

(c) Blog postings may provide links to other websites on the Internet. We are not responsible or liable for such content and we make no express or implied warranty about the accuracy, copyright compliance, legality, merchantability, or any other aspect of the content of such postings. We are not responsible or liable for any advertising, products, or other materials on or available from such websites or resources. The inclusion of links does not imply endorsement of the Websites by Us or any association with their operators.

(d) We may enable you to establish an account with a username and password to access and use the Services. If so, you are responsible for maintaining the strict confidentiality of your password, and you are responsible for any activity occurring through use of your account and password. You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security and ensure that you exit from your account at the end of each session. We are not responsible or liable for any loss or damage arising from your failure to comply with this provision.

4. Children

Collecting personal information from children under the age of 18 ("minor children") through the Services or the Blog is prohibited unless supervised fully by a legal guardian or parent. No Content should be directed toward minor children. Minor children are not eligible to use the site by themselves, and we ask that they do not submit any personal information to us without the permission of a legal guardian or parent. .

5. Privacy Policy

Please be sure to read our Privacy Policy, which is available below and incorporated herein by reference.

6. Unauthorized Use of Materials

See Terms of Use

7. Termination of Access/Removal of Content

We shall have the right in Our sole discretion to terminate your access to and use of the Services and/or remove any of your Content should We consider your statements or conduct to be inaccurate, illegal, obscene, defamatory, threatening, infringing of intellectual property rights, invasive of privacy, injurious, objectionable, or otherwise in violation of these Terms or applicable law.

8. Refund Policy

Exchanging Textbooks by "Meet Up,Cash" – When exchanging cash for textbooks, the burden of liability is applied to the Buyer. It is the Buyer's responsibility to make sure the book he/she is buying is the correct one. As soon as the cash is given to the Seller, the buyer forfeits any kind of return policy.

Exchanging Textbooks by "Meet Up, Credit Card" – When exchanging textbooks for a credit card payment, the burden of liability is applied to the Buyer. Meaning it is the Buyers responsibility to make sure the book he/she is buying is the correct one. As soon as the security PIN is given to the Seller, the Buyer forfeits any kind of return policy. [\(I Need to verify the process through the PayPal API, there may not be a PIN provided\)](#)

Shipment of book via "Credit Card" payment – When buying a textbook with credit card, and having the book shipped to you, the burden of liability is applied to both the Buyer and the Seller. The Seller is responsible for writing an accurate description of the item and also to upload tracking number within 5 business days of the accepted transaction. The Buyer is responsible for contacting us within 3 Business Days from the tracked arrival date for any problems occurred with the transaction. If the book is received not as described, the Buyer may request a refund. Upon approval from MyBeeble, the Buyer is responsible to ship the book back to the Seller and upload a tracking number within 5 business days of their refund request. A refund of the transaction total will be given within 3 business days of delivery. [There are some details that Paypal shall be liable for in this process. Let me find out more.](#)

9. Contact Information

Mailing Address:
111 West 6th Street #801
Tempe, AZ 85281

Phone Number:
(800) 668-4754

10. Disclaimer of Warranties

See Terms of Use

11. Limitation of Liability

See Terms of Use

12. Acceptance and Acknowledgement of Terms

Use of the App constitutes acceptance of these Terms. You acknowledge that you have read and are bound by the Terms, as well as any other usage agreements of Ours, including the Website Terms of Use that may govern your conduct. Thank you for participating in MyBeeble!

Please do not hesitate to contact us at info@mybeeble.com if you have questions.

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Terms and Conditions of Sales

1. Sale and Purchase of Goods

My Beeble, LLC d/b/a MyBeeble ("Seller") and third-party sellers ("Third-Party Sellers") hereby agrees to sell, and You ("Buyer") hereby agree to purchase, goods of the description and quantity described on the seller's listing and incorporated herein by this reference ("Goods") on the terms and conditions set forth in this Agreement.

2. Purchase Price Paid By Buyer

Buyer agrees to pay the purchase price of the Goods as posted on the seller's listing (the "Purchase Price"), plus a \$0.99 convenience fee. Transactions between Buyers and Third-Party Sellers not involving a transaction through the MyBeeble website or app do not require a \$0.99 convenience fee.

3. Payment Terms – Buyer/Seller

If paying with credit card or PayPal through the MyBeeble website or app, Buyer shall pay an additional \$0.99 convenience fee, and such amount, along with the Purchase Price, shall be payable in full by Buyer at the time of purchase. We do not take any responsibility for any Third-Party Seller's failure to acknowledge payments.

Sellers are fully responsible for the timely delivery of books in the proper stated condition, quantity, and edition in the corresponding listing. Buyers are fully responsible for full payment.

We are not responsible for any common mistakes or fraud that may occur in person to person transactions of merchandise for payments between buyers and Third-Party Sellers, such as failure to pay the listed price, bounced checks, misrepresented quality of goods, wrong goods, and failure to complete a transaction.

4. Delivery from MyBeeble

Unless otherwise agreed in writing, delivery from Seller shall be made in accordance with Seller's shipping policy in effect on the date of shipment. Delivery dates provided by Seller are estimates only. Seller will make reasonable efforts to deliver in accordance with such dates; however, Seller will not be liable for failure to deliver as estimated. Unless otherwise agreed in writing by Seller, the Goods shall be packaged according to Seller's standards and practices.

5. Delivery from Third-Party Sellers

Seller is not liable for any delay in delivery from Third-Party Sellers, damage in shipment, or other failure to perform of Third-Party Sellers.

6. Payment by Seller

Each Third-Party Seller shall pay 12.5% of the Purchase Price to Seller for each transaction processed by credit card through Seller's website or app. For example, if the Third-Party Seller's purchase price is \$20 and the transaction is processed through Seller's website or app, \$2.50 of

the Purchase Price will be paid to Seller (along with a \$0.99 convenience fee) and the Third-Party Seller will retain \$31.50.

7. Seller's assurance of check delivery

At any time after a completion of a successful transaction via that of a credit card, the Third-Party Seller has the option to extract his funds to his personal funding accounts. The Third-Party Seller has 90 days to extract the payments in whichever manner Seller regularly provides. Seller is not responsible for any Third-Party Seller's lack of knowledge of the current available ways to withdraw funds.

8. Disclaimer of Warranty/Limitation of Liability

Seller undertakes no responsibility for the quality of the Goods or that the Goods will be fit for any particular purpose for which Buyer may be buying the Goods, except as otherwise provided in this Agreement, and Seller disclaims all other warranties and conditions, express or implied.

SELLER (INCLUDING ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, ALL OF WHICH ARE REFERRED TO HEREIN COLLECTIVELY AS THE "SELLER AFFILIATES") SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE TO BUYER OR ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GOODS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF THE GOODS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT, FACILITIES OR SERVICES, DOWN TIME, BUYER'S TIME, LOST DATA, INJURY TO PROPERTY OR ANY DAMAGES OR SUMS PAID BY BUYER TO THIRD PARTIES, EVEN IF SELLER OR ANY OF THE SELLER AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

IN NO EVENT SHALL SELLER OR ANY SELLER AFFILIATE BE LIABLE TO BUYER OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS IN EXCESS OF THE NET PURCHASE PRICE OF THE GOODS ACTUALLY DELIVERED TO AND PAID FOR BY BUYER HEREUNDER.

SELLER DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO THE GOODS AND NONE OF SELLER OR ANY SELLER AFFILIATE SHALL HAVE ANY DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS BUYER FROM AND AGAINST ANY OR ALL DAMAGES OR COSTS INCURRED BY BUYER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR VIOLATION OF COPYRIGHTS BY ANY OF THE GOODS.

9. Force Majeure

Seller shall not be held responsible for any failure of performance to make timely delivery of all or any part of the Goods in the event such failure was due, in whole or in part, to federal, provincial or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire or other damage to or destruction of, in whole or in part, the Goods or the manufacturing facility for the Goods, the lack of or inability to obtain raw materials, labor, fuel, electrical power, water or supplies, or any other cause, act of God, contingency or circumstances not subject to the reasonable control of Seller, which causes delays or hinders the manufacture or delivery of Goods. Seller shall determine in good faith the extent to which it can reasonably control a cause, contingency, or circumstance that affects the performance of its obligations.

10. General

Buyer may not assign this Agreement without Seller's written consent. Seller is the sole intended beneficiary of this Agreement. If there is any inconsistency between this Agreement and any other agreement included with or relating to the Goods, this Agreement shall govern. This Agreement may not be modified, altered or amended without the written agreement of Seller. Any additional or altered terms attached to any order submitted by Buyer shall be null and void, unless expressly agreed to in writing by Seller. If any term of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. This Agreement shall be interpreted under the laws of the State of Arizona, without giving effect to conflicts-of-law rules; and in the event of a dispute under this Agreement; Buyer submits to the exclusive jurisdiction and venue of the courts of the state of Arizona and hereby waives any objection to such jurisdiction and venue.

PRIVACY POLICY

WE FULLY DESCRIBE OUR PRIVACY PRACTICES BELOW IN THIS PRIVACY POLICY. THIS SUMMARY PROVIDES AN OVERVIEW OF SOME IMPORTANT INFORMATION REGARDING OUR USE AND SHARING OF YOUR INFORMATION, AND THIRD PARTIES WHO MAY SERVE ADVERTISEMENTS AND WHO MAY SET COOKIES OR WEB BEACONS OR SIMILAR TRACKING TECHNOLOGIES WHEN YOU USE THE SERVICES, BUT PLEASE REVIEW OUR FULL PRIVACY POLICY BEFORE USING OUR SERVICES.

My Beeble, LLC d/b/a MyBeeble (“Us” or “We”) primarily use the information we collect when you use the App (as defined in the Terms of Use) or Services (as defined in the Blog and Message Board Terms of Use) in connection with your relationship with MyBeeble and your use of the App and/or Services (hereinafter, collectively, the “Services”), and for sending you information from us or on behalf of certain third parties. This includes linking you to other members of the MyBeeble community and providing offers to you based on information you provide or we collect or your use of the Services. Please review the 'INFORMATION COLLECTION' and 'HOW WE USE YOUR INFORMATION' sections of this Privacy Policy for a full description of the information we collect, including Personal Information, and how we use that information.

Remember that if you create a Profile or participate in community forums and similar features on the Services, your information may be public. Note that we do not share your Personal Information with third parties for marketing purposes without your consent; however, we may share your Personal Information under certain limited circumstances. For more details, please review the section below entitled "Information Sharing." MyBeeble works with network advertisers, ad agencies, analytics service providers and other vendors to serve third party advertisements on and through the Services, to provide us with information regarding traffic on the Services, including the pages viewed and the actions users take when visiting the Services; to serve our advertisements on other web sites, within mobile Apps, and elsewhere online; and to provide us with information regarding the use of the Services and the effectiveness of our advertisements. For example, if you click on a MyBeeble advertisement, our service provider(s) may be able to tell us the advertisement you clicked on and where you were viewing the advertisement. You may also see third party ads on the Services. The advertisements you see may be served by one or more third parties, who may use information about your activities on the Services, and other web sites and services, to provide you targeted advertising based upon your interests. We do not share Personal Information (information that identifies you as a specific individual, such as your name or e-mail address) with these third parties, but ad network providers, the advertisers, ad agencies, analytics service providers and other vendors may set and access their own tracking devices (including cookies and web beacons) and they may otherwise collect or have access to information about you and your online browsing activities. You will continue to receive generic ads while using the Services and elsewhere online.

INFORMATION COLLECTION

1. Registration and Other Information You Provide

The Services may collect "Personal Information" (which is information that can be used to identify or contact a specific individual, such as your name and email address), account information (such as a password or other information that helps us confirm that it is you accessing your account) and demographic or other information (such as your school, gender, age or birthdate and zip code and information about your interests and preferences). We will also collect payment information (typically, credit card account information) if you choose to purchase products or services through the Services. Any information combined with Personal Information will be treated as Personal Information.

2. Your Profile, Community Forums and User Content

You may have the opportunity to create a profile, which consists of information about you, which may include Personal Information, photographs, information about your academic history, your interests and activities, your use of the Services and other information ("Profile"). Some of the information in your Profile may be visible to third parties or to everyone, depending on the nature of the information and the privacy settings you choose when you sign in and go to your Account on the website or other Services where you created your Profile. MyBeeble may also make the information contained in your Profile accessible through means other than the MyBeeble website (such as through an app or an application programming interface (API)). Your Profile may also be indexed by and displayed by internet search providers when someone searches for your name. MyBeeble does not control how frequently third-party search engines update their indexes; consequently their information may be outdated and still available for a period of time even if you discontinue use of the service.

Note that In order to provide services and opportunities to you, educational organizations, scholarship providers and other third parties may be able to review certain Information in your Profile , whether or not you have limited public access to that Information. You may have the opportunity to control whether this Information is shared, but some information may be shared automatically ~ all as disclosed on the App or other Services where you created your Profile. MyBeeble does not share your contact Information (email, full postal address or phone number) with those third parties unless you request or agree to that sharing. However, MyBeeble may send you information and offers from third parties and information about the Services, and you may not be able to opt-out from these messages without closing your account.

The Services may provide you the opportunity to participate and post content publicly in forums, through interactive features and through other communication functionality ("Community Forums"). You may choose, through such features or otherwise, to submit or post reviews, problems, suggestions, ideas, solutions, questions, answers, class notes, course outlines, comments, testimonials, feedback, messages, images, videos, text or other material ("User Content"). Your User Content may also be posted in your Profile. You may edit or remove your

profile information, but you may not be able to remove answers or postings or other uploaded material.

Note that anything you post to a Community Forum may be public. If you choose to voluntarily disclose Personal Information in your Profile or a Community Forum, that information will be considered public information and the protections of this Privacy Policy will not apply. In addition, the Services may allow members to communicate and collaborate with each other. If you create an account, participate in a Community Forum or choose to communicate with others through the Services, certain information about you may be disclosed in connection with your or others use of the Services, including certain information about you and your network (such as your name and profile photo, the number of your connections, and the names and pictures of your connections). We allow other users to use contact information they have about you, such as your email address, to find you, including through contact importers and search, and they may also contact you through the Services.

3. Third Party Services, Social Media Platforms, and Information Third Parties Provide About You

The Services may permit interactions between the Services and a third party web site or service, such as enabling you to "like" a product within our Services or "share" content to other web sites. If you choose to "like" or "share" content or to otherwise post information from or via the Services to a third party web site, feature or application, that information may be publicly displayed, and the third party web site may have access to information about you and your use of our Services. Similarly, if you post information on a third party platform that references MyBeeble or one of the Services, your post may be published on our Services in accordance with terms of that third party. These features may collect your IP address, which page you are visiting on our web site, and may set a cookie to enable the feature to function properly. Social Media features are either hosted by a third party or hosted directly on our Services. Your interactions with these features are governed by the privacy policy of the company providing it. You may also choose to participate in a third party application or feature through our Services (such as logging in through Facebook Connect or otherwise linking the Services with another web site or interactive service) or on a third party web site or service (such as one of our Facebook applications or a similar application or feature on a third party web site or service) through which you allow us to collect (or the third party to share) information about you, including personal information. Information about you, including your name and profile photo, may be shown to other users of the Services if you are logged in through the Services or through a third party web site or service. The third party may allow you to remove the application or feature, in which case we will no longer collect information about you through the application or feature, but we may retain the information previously collected. When you choose to participate, you may be opting to link your activity on our Services with that third party web site or service, which may then collect information about your visits to our Services and may publish that activity as you request to your profile or similar feature with that third party (such as if you choose to share a purchase you made on MyBeeble.com with your connections on the third party website). In addition, we may receive

information about you if other users of a third party web site give us access to their profiles and you are one of their "connections" or information about you is otherwise accessible through your "connections" web page, profile page, or similar page on a social networking or other third party web site or interactive service. The information we collect is subject to this Privacy Policy. The information collected and stored by the third party remains subject to the third party's privacy practices, including whether the third party continues to share information with us, the types of information shared, and your choices with regard to what is visible to others on that third party web site and service. The third party may allow you to remove the application or feature, in which case we will no longer collect information about you through the application or feature, but we may retain the information previously collected. In addition, we may receive information about you if other users of a third party web site or service give us access to their profiles and you are one of their "connections" or information about you is otherwise accessible through your "connections" web page, profile page, or similar page on a social networking or other third party web site or interactive service.

We also may supplement the information we collect with outside records from third parties in order to provide you with information, services or goods you have requested, to enhance our ability to serve you, to tailor our content to you and to offer you opportunities to purchase products or services that we believe may be of interest to you. We may combine the information we receive from those other sources with information we collect through the Services. In those cases, we will apply this Privacy Policy to the combined information.

4. Referral Features and Gift Certificates

The Services may offer referral features whereby users may use an email tool to invite friends to use the Services using a one-time email. MyBeeble stores this information for the purpose of verification, as well as tracking the success of our referral program. MyBeeble will not use those referred email addresses for any other purpose (unless, of course, the referred user comes to a Service and registers as a user, in which case MyBeeble may use the email address provided by the referred user in accordance with this Privacy Policy). The referred person may contact us at legaldept@MyBeeble.com to request that we remove this information from our active database.

If you purchase a gift certificate for another person, we will ask you for that person's name and email address, as well as for an optional personal message. We will automatically send your friend a one-time email including an invitation to visit the Services as well as their gift code. MyBeeble stores information such as the gift certificate recipient's name and email address for the sole purpose of verification. MyBeeble does not sell or disclose any of this information to any outside sources or parties and collects this information only to maintain records that a gift certificate was purchased and sent to a recipient.

5. Information MyBeeble Collects Automatically When You Access The Services

Like other websites and online services, we and our analytics providers and other third party service providers may automatically collect certain "Usage Information" whenever you access and use the Services, including, without limitation, by viewing information about a course or school, renting a textbook, asking or answering questions, viewing another user's profile, sending a message, searching for a person or information, or by clicking on an advertisement.

Usage Information may include the browser and operating system you are using, the URL or advertisement that referred you to our Services (if applicable), the search terms you entered into a search engine that lead you to our Services (if applicable), all of the areas within our Services that you visit (including information about any ads you may view), and the time of day you used the Services, among other information. We may use Usage Information for a variety of purposes, including to tell you about people or events nearby, to provide special offers, to serve advertisements, to select appropriate content to display to you, and to enhance or otherwise improve the Services and our products.

In addition, we automatically collect your IP address or other unique identifier ("Device Identifier") for any computer, mobile phone or other device (any, a "Device") you may use to access the Services. A Device Identifier is a number that is automatically assigned to your Device used to access a Service, and our servers identify your Device by its Device Identifier. Some mobile service providers may also provide us or our third party service providers with information regarding the physical location of the Device used to access a Service. Usage Information is generally non-identifying, but if we associate it with you as a specific and identifiable person, we treat it as Personal Information.

Usage Information is collected via tracking technologies, including:

Cookies and Log Files: MyBeeble uses cookies and web log files to track usage of our Services. A cookie is a tiny data file which resides on your computer, and which allows MyBeeble to recognize you as a user when you return using the same computer and web browser. If your browser settings do not allow cookies, you will not be able to use our Services as fully as intended. Log files are the record of your visits to the Services and include Usage Information. Like the information you enter at registration or in your Profile, cookie and log file data is used to customize your experience when you use the Services. Third parties may also set cookies as you interact with the Service.

One type of cookie we use, known as a "persistent" cookie, is set once you've logged in to your account on the Services. If you do not log out of your account when you log out of a Service, you will need to re-enter your password the next time you visit in order to log in to your account. We also use a cookie which functions as a "session" cookie, meaning that it is used to identify a particular visit. Session cookies expire after a short time or when you close your web browser.

Web Beacons: We, as well as our affiliate program partners, service providers, and other third parties, may employ a software technology called clear gifs (a.k.a. web beacons/web bugs), that

help us better manage content on our Services by informing us of what content is effective. Clear gifs are tiny graphics with a unique Identifier, similar in function to cookies, and are used to track the online movements of web users for our affiliate program. In contrast to cookies, which are stored on a user's computer hard drive, clear gifs are embedded invisibly on web pages and are about the size of the period at the end of this sentence. This information is used to help improve the overall quality and experience of our Services.

An Embedded Script is programming code that is designed to collect information about your interactions with the Services, such as the links you click on. The code is temporarily downloaded onto your computer or other device from our server or a third party service provider and is deactivated or deleted when you disconnect from the Services.

In addition, we may use a variety of other technologies that collect similar information for security and fraud detection purposes.

HOW WE USE YOUR INFORMATION

We use information about you, including Personal Information, the information you provide in your Profile, User Content, and Usage Information to: (1) allow you to participate in features we offer or to provide related customer service, including, without limitation, to respond to your questions, complaints or comments; (2) tailor content, recommendations and offers we display to you; (3) process a transaction you initiate; (4) provide you with information, products, services, or suggestions; (5) send or display to you and others using the Services special offers or advertisements from us, our advertisers, or third parties; (6) process your registration with our Services, including verifying your e-mail address is active and valid; (7) improve the Services and our products, and for internal business purposes, including the measurement of ad effectiveness; (8) contact you with regard to your use of the Services and, in our discretion, changes to our policies; and (9) permit other MyBeeble users to contact you, and vice versa; (10) to provide you with location features and services (e.g., telling you about local deals and events); and (11) as described in the Privacy Policy and for purposes disclosed at the time you provide your information or otherwise with your consent.

Note that we may create, facilitate or display social advertisements, whereby your name and profile photo may be used to advertise products and services to your network based on your use of the Services and your interactions with MyBeeble and third parties through the Services. If we are utilizing Social Ads on one of our Services, you will be able to opt-out through your account settings for that Service.

Please note that information submitted on the Services via a "Contact Us" or other similar function may not receive a response. We will not use the information provided via these functions to contact you for marketing purposes unrelated to your request unless you agree otherwise.

INFORMATION SHARING

MyBeeble does not share your Personal Information with third parties for their marketing purposes without your consent. MyBeeble may share non-Personal Information, such as aggregate user statistics, demographic information and Usage Information with third parties, including advertisers, content providers, and analytics providers; and third parties may collect non-Personal Information when you visit the Services. We also may share your Personal Information with third parties with your consent, as disclosed at the time you provide us with information, and as described below or otherwise in this Privacy Policy:

1. Educational Institutions: We work with colleges, universities, scholarship providers and educational institutions ("Educational Institutions") to provide targeted recruiting and outreach to some of our members. We may allow Educational Institutions to review information in your Profile (such as hometown, grade point average, and graduation year), whether or not you have chosen to restrict public access to some of that information. However, we do not share your contact information (email address, full postal address or phone number) with these Educational Institutions without your consent, but we may send you information on their behalf. This is a fundamental element of our free Services. In addition, you may indicate that you would like to receive additional information from Educational Institutions or other third parties and we will then share your information with those parties so that they may contact you per your request. We are not responsible for the privacy policies and practices of third parties. If you later decide that you no longer want to receive communications from a third party, you will need to contact that third party directly.

2. When You Request That We Share Your Information. We may offer opportunities and features through the Services that are brought to you by a third party or that otherwise involve sharing your information with a third party. If you request or agree at that time to have your information shared, your information will be disclosed to that third party (or parties) and will be subject to the privacy policy and practices of that third party. You also may request, sometimes through your use of an interactive feature, a widget or third party application, that we share information about you with a third party and we will typically do so under those circumstances.

3. Service Providers. We will share your Personal Information with third parties to carry out your instructions and to provide specific services to you or to us as part of our Services, but subject to confidentiality obligations which limit their use and disclosure of such information. If you purchase any products or services, our billing partner will receive billing and financial information (e.g., credit card numbers) necessary to process your charges, including your postal and e-mail addresses, depending on your payment method.

4. Administrative, Legal Reasons & Academic Integrity Investigations. We may also disclose your information, including Personal Information, in response to a subpoena or when required by law; to defend our rights; in response to a written request from law enforcement regarding an investigation into criminal activity that may have occurred through or in any way using MyBeeble's Services or property; to provide information to a claimed owner of intellectual property who claims

that content you have provided to us infringes on their rights; upon request of an academic institution connected to an investigation into academic integrity to protect and/or defend any applicable Terms of Use or other policies applicable to the Services; or to protect the personal safety, rights, property or security of any organization or individual. We may also use Device Identifiers, including IP addresses, to identify users, and may do so in cooperation with copyright owners, Internet service providers, wireless service providers or law enforcement agencies in our discretion. These disclosures may be carried out without notice to you.

5. Business Transitions. MyBeeble may share Personal Information with its parent, subsidiaries and affiliates, primarily for business and operational purposes. In the event that MyBeeble goes through a business transition, such as a merger, acquisition by another company, or sale of all or a portion of its assets, or other corporate change, including, without limitation, during the course of any due diligence process, your information, including Personal Information, will likely be among the assets transferred. You will be notified via email and/or a prominent notice on Services of any change in ownership or uses of your personal information, as well as any choices you may have regarding your personal information. This Privacy Policy will become binding upon participating in a Promotion, you are agreeing to governing terms, conditions or official rules, which may contain specific requirements of you, including allowing the sponsor(s) of the Promotion to use your name, voice, likeness or other indicia of persona in advertising or marketing associated with the Promotion. If you choose to enter a Promotion, Personal Information, such as your name and shipping address, may be disclosed to third parties or the public in connection with the administration of such Promotion, including, without limitation, in connection with winner selection, prize fulfillment, and as required by law or permitted by the Promotion's official rules, such as on a winners list.

THIRD PARTY AD NETWORKS AND ANALYTICS PROVIDERS

MyBeeble works with network advertisers, ad agencies, analytics service providers and other vendors to serve third party advertisements on and through the Services, to provide us with information regarding traffic on the Services, including the pages viewed and the actions users take when visiting the Services; to serve our advertisements on other web sites, within mobile Apps, and elsewhere online; and to provide us with information regarding the use of the Services and the effectiveness of our advertisements. For example, if you click on a MyBeeble advertisement, our service provider(s) may be able to tell us the advertisement you clicked on and where you were viewing the advertisement; likewise, if you click on an ad you see on our Services, our service provider(s) may be able to tell which page you were visiting on our Services and pass that information to the advertiser. The advertisements you see may be served by one or more third parties, who may use information about your activities on the Services, and other web sites and services, to provide you targeted advertising based upon your interests.

Some of the companies who serve these targeted ads participate in a self-regulatory program that allows you to opt-out of having information about you used for this purpose, and you may access that opt-out by clicking here. Please note this does not opt you out of being served

advertising. You will continue to receive generic ads while using the Services and elsewhere online.

We may share Usage Information about visitors with third party advertising companies, analytics providers and other vendors. We do not share Personal Information (information that identifies you as a specific individual, such as your name or e-mail address) with these third parties, but ad network providers, the advertisers, ad agencies, analytics service providers and other vendors may set and access their own tracking devices (including cookies and web beacons) and they may otherwise collect or have access to information about you (such as your general interest in higher education and scholarships) and your online browsing activities.

MOBILE USE

If you use the Services through a mobile device or our mobile application, your mobile device ID, your mobile carrier, and your physical (GPS) location may be transmitted to MyBeeble. You agree that MyBeeble may store and use that information for security purposes (for example, for user verification and to ensure that MyBeeble's APIs are being used appropriately) and, if available, for purposes of assisting you in locating nearby shipping stores, schools or other places of interest. If you wish to no longer allow MyBeeble to track your physical locations you may turn this off within your device settings. When you place an order through the Services, you may be able to opt-in to receiving text messaging reminders from MyBeeble. If you choose to do so, you must provide to MyBeeble your telephone number, which MyBeeble will store and use to send reminders to you. You also acknowledge and agree that use of the Services through a mobile device may cause data to be displayed on and through your mobile device which may be viewed by your mobile carrier or other access provider.

UPDATING YOUR ACCOUNT INFORMATION AND CONTROL OVER MYBEEBLE EMAILS

You may be able to review the information you provided to us on a Service and make any desired changes to the information, or to the settings for your account on that Service, by logging in to your account for that Service and editing or deleting the information. You also may be able to limit the information you receive from us by adjusting your settings here. All changes to your email settings and preferences must be made in your account preferences page, or by using the unsubscribe button at the bottom of the MyBeeble email. However, we reserve the right to send you information on our behalf and on behalf of third parties in connection with providing the Services. If you no longer want to receive information from us, you will need to close your account for that Service.

CLOSING YOUR ACCOUNT

If you wish to close your account with one of our Services, please send your request to closemyaccount@MyBeeble.com and we will remove your Personal Information and Profile, if applicable, from the active databases for the Service(s) you request. Please let us know which Service(s) you wish to close and send your request using an email account that you have

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registered with MyBeeble under your name. You typically will receive a response to a request sent to closemyaccount@MyBeeble.com within five business days of our receiving it. Requests to change your email preferences or unsubscribe from all emails may not be made through this email address, but rather must be submitted through one of the channels set out in the previous section. Even if your account is closed, information may remain in backup records and we may retain certain data if it may be necessary to prevent fraud or future abuse or for legitimate business purposes, such as analysis of aggregated, non-personally-identifiable data, account recovery or if required by law. All retained data will continue to be subject to the applicable privacy policy for the Service. Also, if you have posted content on or through the Services, such as in Community Forums, we may not be able to delete it.

THIRD PARTY CONTENT, LINKS TO OTHER SITES, AND MYBEEBLE CONTENT FOUND OUTSIDE OF THE SERVICES

Certain content provided through the Services may be hosted and served by third parties, which may include third party widgets (such as those that allow you to "like" or "share" content with third party web sites and online services). In addition, the Services may link to third party web sites or content over which MyBeeble has no control and which are governed by the privacy policies and business practices of those third parties. In addition, third-party partners of MyBeeble from whom your order through the Services may have different privacy policies which apply to such partner's use of your information.

Please also note that MyBeeble content and widgets may be included on web pages and web sites that are not associated with us and over which we have no control. These third parties may independently collect data. MyBeeble is not responsible for the privacy practices or business practices of any third party.

SECURITY

MyBeeble takes commercially reasonable security measures to protect the personal information submitted to us, both during transmission and once we receive it. For example, when you enter sensitive information such as a credit card number and CCV2 number on our checkout forms, that information is encrypted using secure socket layer (SSL) technology, to help protect the communications between you and our payment partners. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your personal information, as in any real-life scenario, we cannot guarantee its absolute security. If you have any questions about security on our Services, you can e-mail us at: info@MyBeeble.com.

The Services are operated in the United States. If you are located outside of the United States, please be aware that information we collect will be transferred to and processed in the United States. By using the Services, or providing us with any information, you fully understand and unambiguously consent to this transfer, processing and storage of your information in the United

States, a jurisdiction in which the privacy laws may not be as comprehensive as those in the country where you reside and/or are a citizen.

CHANGES TO THIS PRIVACY POLICY

MyBeeble may update this Privacy Policy at any time and any changes will be effective upon posting. In the event that there are material changes to the way we treat your Personal Information, we will display a notice through the Services. We may also notify you by email. However, we will use your Personal Information in a manner consistent with the Privacy Policy in effect at the time you submitted the information, unless you consent to the new or revised policy.

QUESTIONS OR COMMENTS

If you have questions or comments about this privacy policy, please email us at

legaldept@MyBeeble.com or contact us at:

MyBeeble, LLC.

Attn: Privacy Policy Issues

9550 E Thunderbird Rd #253,

Scottsdale, AZ 85260

A NOTE TO MYBEEBLE.COM AND MYBEEBLE.COM'S MOBILE APPLICATION USERS REGARDING TRUSTe

MyBeeble, Inc. has been awarded TRUSTe's Privacy Seal signifying that this privacy policy and practices have been reviewed by TRUSTe for compliance with TRUSTe's program requirements including transparency, accountability and choice regarding the collection and use of your personal information on MyBeeble.com and through the MyBeeble mobile application. TRUSTe's mission, as an independent third party, is to accelerate online trust among consumers and organizations globally through its leading privacy trustmark and innovative trust solutions. If you have questions or complaints regarding our privacy policy or practices on MyBeeble.com, please first contact customer service at legaldept@MyBeeble.com. If you are not satisfied with our response you can contact TRUSTe here. The TRUSTe certification applies to www.MyBeeble.com and the MyBeeble Mobile application only.

California Residents - Your CA Privacy Rights

Pursuant to California Civil Code Section 1798.83, residents of the State of California have the right to request from companies conducting business in California a list of all third parties to which the company has disclosed certain categories of personal information during the preceding year for the third parties' direct marketing purposes and the categories of personal information the company shares. Alternatively, the law provides that a company that has a privacy policy that provides consumers choice (opt-out or opt-in) regarding sharing personal information with third parties for those third parties' direct marketing purposes may instead provide information on how

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to exercise that choice. MyBeeble qualifies for the alternative option; it has a comprehensive privacy policy that sets forth that MyBeeble provides you choice prior to sharing your personal information with third parties for their direct marketing purposes. If you do not opt-in or if you do not choose to opt-out at the time MyBeeble offers that choice, MyBeeble does not share your information with that identified third party for its direct marketing purposes.

If you are a California resident and you have questions about our practices with respect to sharing information with third parties for their direct marketing purposes and your ability to exercise choice, please send your request to the following email address: legaldept@MyBeeble.com or write to us at the following mailing address:

MyBeeble, LLC.
Attn: Privacy Policy Issues
111 West 6th Street #801
Tempe, AZ 85281

You must put the statement "Your California Privacy Rights" in the subject field of your e-mail or include it in your writing if you choose to write to us at the designated mailing address. You must include your name, street address, city, state, and zip code. We are not responsible for notices that are not labeled or sent properly, or do not have complete information.