

Introduction

This User Agreement, the User Privacy Notice, the Mobile Devices Terms, and all policies posted on our sites set out the terms on which CounterBean offers you access to and use of our sites, services, applications and tools (collectively "Services"). All policies, the Mobile Devices Terms, and the User Privacy Notice are incorporated into this User Agreement. You agree to comply with all of the above when accessing or using our Services.

The entity you are contracting with is CounterBean Inc. (or CounterBean), 40865 Terry Terrace, Fremont CA 94539.

Please be advised that this User Agreement contains provisions that govern how claims you and we have against each other are resolved (see Disclaimer of Warranties; Limitation of Liability and Legal Disputes provisions below). It also contains an Agreement to Arbitrate, which will, with limited exception, require you to submit claims you have against us to binding and final arbitration, unless you opt out of the Agreement to Arbitrate (see Legal Disputes, Section B ("Agreement to Arbitrate")). Unless you opt out: (1) you will only be permitted to pursue claims against us on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

About CounterBean

CounterBean is a marketplace that allows service providers to offer and users to contract and buy their services in a variety of pricing formats and locations. The actual contract for service is directly between the service provider and user.

While we may provide pricing, listing, and other guidance in our Services, such guidance is solely informational. You may or may not decide to follow. Also, while we may help facilitate the resolution of disputes through various programs, CounterBean has no control over and does not guarantee the existence, quality, safety or legality of items advertised; the truth or accuracy of service providers' service listings; the ability of users to contract or buy services; the ability of users to pay for items; or that a user or service provider will actually execute and complete a service order.

Using CounterBean

In connection with using or accessing the Services you will not:

- post, list or upload content or services in inappropriate categories or areas on our sites;
- breach or circumvent any laws, third-party rights or our systems, policies, or determinations of your account status;

- use our Services if you are not able to form legally binding contracts (for example if you are under 18), or are temporarily or indefinitely suspended from using our sites, services, applications or tools;
- fail to pay for services contracted by you, unless you have a valid reason as set out in an CounterBean policy, for example, the service provider has materially changed the terms after you contracted, a clear typographical error is made, or you cannot contact the service provider.
- fail to pay for services as contracted, unless you have a valid reason as set out in an CounterBean policy, for example, the user fails to comply with the posted terms in your listing or you cannot contact the user;
- manipulate the price of any service or interfere with any other users' or service providers' listings;
- post false, inaccurate, misleading, defamatory, or libelous content;
- take any action that may undermine the feedback or ratings systems;
- transfer your CounterBean account (including Feedback) and user ID to another party without our consent;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm CounterBean, or the interests or property of users;
- use any robot, spider, scraper, or other automated means to access our Services for any purpose;
- bypass our robot exclusion headers, interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;
- export or re-export any CounterBean application or tool except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- reproduce, perform, display, distribute, reverse engineer, or prepare derivative works from content that belongs to or is licensed to CounterBean, or that comes from the Services and belongs to another CounterBean user or to a third party including works covered by any copyrights, trademark, patent, or other intellectual property right, except with prior express permission of CounterBean and/or any other party holding the right to license such use;
- commercialize any CounterBean application or any information or software associated with such application;

- harvest or otherwise collect information about users and service providers without their consent; or
- circumvent any technical measures we use to provide the Services.

If we believe you are abusing CounterBean in any way, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our Services, delay or remove hosted content, remove any special status associated with your account(s), remove and demote listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Services.

We may cancel unconfirmed accounts or accounts that have been inactive for a long time or modify or discontinue our Services. Additionally, we reserve the right to refuse or terminate all or part of our Services to anyone for any reason at our discretion.

Policy Enforcement

When a user or service provider issue arises, we may consider the user's and service provider's performance history and the specific circumstances in applying our policies. We may choose to be more lenient with policy enforcement in an effort to do the right thing for both users and service providers.

Fees

The fees we charge for using our Services are listed. We may change our service fees from time to time by posting the changes on the CounterBean site 14 days in advance, but with no advance notice required for temporary promotions or any changes that result in the reduction of fees.

You must have a payment method on file when using CounterBean services and pay all fees and applicable taxes associated with our Services by the payment due date. If your payment method fails or your account is past due, we may collect fees owed by charging other payment methods on file with us, retaining collection agencies and legal counsel, and, for accounts over 180 days past due, requesting that a payment partner deduct the amount owed from your payment partner account balance. In addition, you will be subject to late fees. CounterBean, or the collection agencies we retain, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you wish to dispute the information CounterBean reported to a credit bureau (i.e., Experian, Equifax or TransUnion) please contact us at CounterBean Inc., 40865 Terry Terrace, Fremont CA 94539. If you wish to dispute the information a collection agency reported to a credit bureau regarding your CounterBean account, you must contact the collection agency directly.

Listing Conditions

When listing an item, you agree to comply with CounterBean's User Agreement and that:

- You are responsible for the accuracy and content of the service listing and service offered;

- Your listing may not be immediately searchable by keyword or category for several hours (or up to 24 hours in some circumstances). CounterBean cannot guarantee exact listing durations;
- Content that violates any of CounterBean's policies may be deleted at CounterBean's discretion;
- We strive to create a marketplace where users find what they are looking for. Therefore, the appearance or placement of listings in search and browse results will depend on a variety of factors, including, but not limited to:
 - user's location, search query, browsing site, and history;
 - service's location, listing format, price and service cost, terms of service, end time, history, and relevance to the user query;
 - service provider's history, including listing practices, Detailed service provider Ratings, CounterBean policy compliance, Feedback, and dissatisfaction rate; and
 - number of listings matching the user's query.

Accordingly, to drive a positive user experience, a listing may not appear in some search and browse results regardless of the sort order chosen by the user.

- Some advanced service listing upgrades will only be visible on certain Services.
- CounterBean's Duplicate Listing Policy may also affect whether your listing appears in search results.
- Metatags and URL links that are included in a listing may be removed or altered so as to not affect third-party search engine results.
- We may provide you with optional recommendations to consider when creating your listings. Such recommendations may be based on the aggregated contracting and performance history of similar service listings; results will vary for individual listings. To drive the recommendations experience, you agree that we may display the contracting and performance history of your individual listings to other users.

Contractual Conditions

When contracting a service, you agree to the rules of the service provider and that:

- You are responsible for reading the full item listing before making an offer or commitment to contract.
- You enter into a legally binding contract for service when you commit to contract a service.

International Transactions

Currently, CounterBean Inc. is available for business only in the United States.

Content

When providing us with content or causing content to be posted using our Services, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise any and all copyright, publicity, trademark, and database rights and other intellectual property rights you have in the content, in any media known now or developed in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights and promise not to assert such rights or any other intellectual property or publicity rights against us, our sub-licensees, or our assignees.

You represent and warrant that none of the following infringe any rights mentioned in the preceding paragraph: your provision of content to us, your causing content to be posted using the Services, and use of any such content (including of works derived from it) by us, our users, or others in contract with us that is done in connection with the Services and in compliance with this User Agreement.

We may offer catalogs including images, descriptions and service specifications that are provided by third-parties (including users). You may use catalog content solely in connection with your CounterBean listings. The permission to use catalog content is subject to modification or revocation at any time at CounterBean's sole discretion.

While we try to offer reliable data, we cannot promise that the catalogs will always be available, accurate, and up-to-date, and you agree that you will not hold our catalog providers or us responsible for inaccuracies. The catalog may include copyrighted, trademarked or other proprietary materials. You agree not to remove any copyright, proprietary or identification markings included within the catalogs or create any derivative works based on catalog content (other than by including them in your service listings).

Notice for Claims of Intellectual Property Violations and Copyright Infringement Pursuant to Section 512(c) of Title 17 of the United States Code

We respond to notices of alleged copyright infringement under the United States Digital Millennium Copyright Act. CounterBean ensures that listed services and content on our site or in our apps do not infringe upon the copyright, trademark, or other intellectual property rights of third parties. If you believe that your intellectual property rights have been infringed, please notify us.

Holds

To protect CounterBean from risk of liability for your actions as a service provider, CounterBean has at times recommended, and may continue to recommend, that a payment partner restrict access to funds in a user's payment partner account based on certain factors, including, but not limited to, contracting history, service provider performance, returns, riskiness of the listing category, transaction value, or the filing of a CounterBean case. This may result in a payment partner restricting funds in your payment partner account.

Authorization to Contact You; Recording Calls

CounterBean may contact you using autodialed or prerecorded calls and text messages, at any telephone number that you have provided us, to: (i) notify you regarding your account; (ii) troubleshoot problems with your account; (iii) resolve a dispute; (iv) collect a debt; (v) poll your opinions through surveys or questionnaires; or (vi) as otherwise necessary to service your account or enforce this User Agreement, our policies, applicable law, or any other agreement we may have with you. CounterBean may also contact you using autodialed or prerecorded calls and text messages for marketing purposes (e.g., offers and promotions), if you consent to such communications. As described in our User Privacy Notice, CounterBean may collect other telephone numbers for you and may place manual non-marketing calls to any of those numbers and autodialed non-marketing calls to any landline. Standard telephone minute and text charges may apply and may include overage fees if you have exceeded your plan limits. If you do not wish to receive such communications, you may change your communications preference at any time, including through the communication preferences section of your “My CounterBean.”

CounterBean may share your telephone number with its authorized service providers as stated in our User Privacy Notice. These service providers may contact you using autodialed or prerecorded calls and text messages, only as authorized by CounterBean to carry out the purposes we have identified above.

CounterBean may, without further notice or warning and in its discretion, monitor or record telephone conversations you or anyone acting on your behalf has with CounterBean or its agents for quality control and training purposes or for its own protection.

Privacy of Others; Marketing

If CounterBean provides you with information about another user or service provider, you agree you will use the information only for the purposes it is provided to you. You may not disclose, sell, rent, or distribute a user's information to a third party for purposes unrelated to the Services. Additionally, you may not use information for marketing purposes, via electronic or other means, unless you obtain the consent of the specific user to do so.

Additional Terms

- **Re-Schedule and Cancellations**

Service Providers can create rules to automate re-schedule, cancellations and refunds under certain circumstances. When a service appointment is cancelled, to refund the user, you (as service provider) authorize CounterBean to instruct Payment partner to remove the refund amount (in same or other currency) from your Payment partner account, place the amount on your invoice, and/or charge your payment method on file.

The cost of cancellation or reschedule for a service that is not as described is the service provider's responsibility.

CounterBean Money Back Guarantee

Most CounterBean transactions go smoothly, but if there's a problem with a transaction, the CounterBean Money Back Guarantee helps users and service providers communicate and resolve issues. You agree to comply with the policy and permit us to make a final decision on any CounterBean Money Back Guarantee case.

If you (as service provider), choose to reimburse a user, or are required to reimburse a user or CounterBean under the CounterBean Money Back Guarantee, you authorize CounterBean to request that Payment partner remove the reimbursement amount (in same or other currency) from your Payment partner account, place the amount on your invoice, and/or charge your payment method on file. If we cannot get reimbursement from you, we may collect the outstanding sums using other collection mechanisms, including retaining collection agencies.

We may suspend the CounterBean Money Back Guarantee in whole or in part without notice if we suspect abuse or interference with the proper working of the policy.

Disclaimer of Warranties; Limitation of Liability

We try to keep our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Listings update and other notification functionality in CounterBean's applications may not occur in real time. Such functionality is subject to delays beyond CounterBean's control.

You agree that you are making use of our Services at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

In addition, to the extent permitted by applicable law, we (including our parent, subsidiaries, and affiliates, and our and their officers, directors, agents and employees) are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

- your use of or your inability to use our Services;
- pricing, service listings, format, or other guidance provided by CounterBean;
- delays or disruptions in our Services;
- viruses or other malicious software obtained by accessing or linking to our Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Services;
- damage to your hardware device from the use of any CounterBean Service;
- the content, actions, or inactions of third parties, including items listed using our Services or the destruction of allegedly fake items;

- a suspension or other action taken with respect to your account or breach of the Abusing CounterBean Section above;
- the duration or manner in which your listings appear in search results as set out in the Listing Conditions Section above; or
- your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to this User Agreement or our policies.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) any amounts due under the CounterBean Money Back Guarantee up to the price of contract for service on CounterBean (including any applicable sales tax) and its original costs, (b) the amount of fees in dispute not to exceed the total fees, which you paid to us in the 12 months prior to the action giving rise to the liability, or (c) \$100.

Release

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. **In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

Indemnity

You will indemnify and hold us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of this Agreement, your improper use of CounterBean's Services or your breach of any law or the rights of a third party.

Legal Disputes

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND COUNTERBEAN HAVE AGAINST EACH OTHER ARE RESOLVED.

You and CounterBean agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of this or previous versions of the CounterBean User Agreement, your use of or access to the Services, or any services offered or contracted through the Services, will be resolved in accordance with the provisions set forth in this Legal Disputes Section.

A. Applicable Law

You agree that, except to the extent inconsistent with or preempted by federal law, the laws of the State of California, without regard to principles of conflict of laws, will govern the User Agreement and any claim or dispute that has arisen or may arise between you and CounterBean, except as otherwise stated in the User Agreement.

B. Agreement to Arbitrate

You and CounterBean each agree that any and all disputes or claims that have arisen or may arise between you and CounterBean relating in any way to or arising out of this or previous versions of the User Agreement, your use of or access to CounterBean's Services, or any services sold, offered, or contracted through CounterBean's Services shall be resolved exclusively through final and binding arbitration, rather than in court. Alternatively, you may assert your claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

1. Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND COUNTERBEAN AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND COUNTERBEAN AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

2. Arbitration Procedures

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator should apply the terms of the User Agreement as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), shall be for a court of competent jurisdiction to decide.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org or by calling the AAA at 1-800-778-7879. The use of the word "arbitrator" in this provision shall not be construed to prohibit more than one arbitrator from presiding over an arbitration: rather, the AAA's rules will govern the number of

arbitrators that may preside over an arbitration conducted under this Agreement to Arbitrate.

A party who intends to seek arbitration must first send to the other, by certified mail, a completed form Notice of Dispute ("Notice"). The Notice to CounterBean should be sent to CounterBean Inc., 40865 Terry Terrace, Fremont CA 94539. CounterBean will send any Notice to you to the physical address we have on file associated with your CounterBean account; it is your responsibility to keep your physical address up to date. All information called for in the Notice must be provided, including a description of the nature and basis of the claims the party is asserting and the relief sought.

If you and CounterBean are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, you or CounterBean may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's site at www.adr.org. In addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must mail a copy of the completed form to the opposing party. You may send a copy to CounterBean at the following address: CounterBean, Inc. 40865 Terry Terrace, Fremont CA 94539. In the event CounterBean initiates an arbitration against you, it will send a copy of the completed form to the physical address we have on file associated with your CounterBean account. Any settlement offer made by you or CounterBean shall not be disclosed to the arbitrator.

The arbitration hearing shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or CounterBean may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and CounterBean subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or CounterBean may attend by telephone, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users, but is bound by rulings in prior arbitrations involving the same CounterBean user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

3. Costs of Arbitration

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, CounterBean will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by CounterBean should be submitted by mail to the AAA along with your Demand for Arbitration and CounterBean will make arrangements to pay all necessary fees directly to the AAA. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse CounterBean for all fees associated with the arbitration paid by CounterBean on your behalf that you otherwise would be obligated to pay under the AAA's rules.

4. Severability

With the exception of any of the provisions in Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any of the provisions in Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief") is invalid or unenforceable, then the entirety of this Agreement to Arbitrate shall be null and void. The remainder of the Agreement and its Legal Disputes Section will continue to apply.

5. Opt-Out Procedure

IF YOU ARE A NEW COUNTERBEAN USER, YOU CAN CHOOSE TO REJECT THIS AGREEMENT TO ARBITRATE ("OPT-OUT") BY MAILING US A WRITTEN OPT-OUT NOTICE ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE POSTMARKED NO LATER THAN 30 DAYS AFTER THE DATE YOU ACCEPT THE USER AGREEMENT FOR THE FIRST TIME. YOU MUST MAIL THE OPT-OUT NOTICE TO COUNTERBEAN INC., 40865 Terry Terrace, Fremont CA 94539.

You must complete and mail to opt out of the Agreement to Arbitrate. You must complete the Opt-Out Notice form by providing the information called for in the form, including your name, address (including street address, city, state and zip code), and the user ID(s) and email address(es) associated with the CounterBean account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the Agreement and its Legal Disputes Section will continue to apply to you. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

6. Future Amendments to the Agreement to Arbitrate

Notwithstanding any provision in the User Agreement to the contrary, you and we agree that if we make any amendment to this Agreement to Arbitrate (other than an amendment to any notice address or site link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against CounterBean prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and CounterBean. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on www.CounterBean.com at least 30 days before the effective date of the amendments and by providing notice through the CounterBean Message Center and/or by email. If you do not agree to these amended terms, you may close your account within the 30 day period and you will not be bound by the amended terms.

C. Judicial Forum for Legal Disputes

Unless you and we agree otherwise, in the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the Agreement to Arbitrate or as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and CounterBean must be resolved exclusively by a state or federal court located in Alameda County, California. You and CounterBean agree

to submit to the personal jurisdiction of the courts located within Alameda County, California for the purpose of litigating all such claims or disputes.

General

CounterBean Inc. is located at 40865 Terry Terrace, Fremont CA 94539.

Except as otherwise provided in this Agreement, if any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions. In our sole discretion, we may assign this User Agreement, by providing notice of such assignment in accordance with the Notices Section.

Headings are for reference purposes only and do not limit the scope or extent of such Section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

We may amend this User Agreement at any time by posting the amended terms on www.CounterBean.com. Our right to amend the User Agreement includes the right to modify, add to, or remove terms in the User Agreement. We will provide you 30 days' notice by posting the amended terms. Additionally, we will notify you through the CounterBean Message Center and/or by email. Your continued access or use of our Services constitutes your acceptance of the amended terms. We may also ask you to acknowledge your acceptance of the User Agreement through an electronic click-through. This User Agreement may not otherwise be amended except through mutual agreement by you and an CounterBean representative who intends to amend this User Agreement and is duly authorized to agree to such an amendment.

The policies posted on our sites may be changed from time to time. Changes take effect when we post them on the CounterBean site.

If you create or use an account on behalf of a business entity, you represent that you are authorized to act on behalf of such business and bind the business to this User Agreement. Such account is owned and controlled by the business entity. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement.

The User Agreement, the User Privacy Notice, and all policies set forth the entire understanding and agreement between you and CounterBean and supersede all prior understandings and agreements of the parties.

The following Sections survive any termination of this User Agreement: Fees, Content, Disclaimer of Warranties; Limitation of Liability; Indemnity, and Legal Disputes.

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of

Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

Pursuant to 815 ILCS 414/1.5(c), for transactions involving tickets to events in Illinois, users and service providers may elect to submit complaints against one another to the American Arbitration Association ("AAA") under its rules and procedures. The AAA's rules are available at www.adr.org. Such complaints shall be decided by an independent arbitrator in accordance with this User Agreement. Buyers and sellers further agree to submit to the jurisdiction of the State of Illinois for complaints involving a ticketed event held in Illinois.

Mobile Devices Terms

If you're accessing CounterBean from a mobile device using an CounterBean Mobile Application (the "Application"), the following terms and conditions ("Terms of Use") apply to you in addition to the User Agreement. Your use of the Application confirms your agreement to these Terms of Use.

Application Use. CounterBean grants you the right to use the Application only for your personal use. You must comply with all applicable laws and third party terms of agreement when using the Application (e.g. your wireless data service agreement). The Application may not contain the same functionality available on the www.CounterBean.com website.

Intellectual Property – Applications. CounterBean Inc. owns, or is the licensee to, all right, title, and interest in and to its Applications, including all rights under patent, copyright, trade secret, trademark, or unfair competition law, and any and all other proprietary rights, including all applications, renewals, extensions, and restorations thereof. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse-engineer, disassemble, or otherwise attempt to derive source code from any Application and you will not remove, obscure, or alter CounterBean's copyright notice, trademarks or other proprietary rights notices affixed to, contained within, or accessed in conjunction with or by any CounterBean Application.

Prohibited Countries Policy and Foreign Trade Regulation - Applications. CounterBean Applications or their underlying technology may not be downloaded to or exported or re-exported: (a) into (or to a resident or national of) Burma (Myanmar), Cuba, Iraq, Iran, Libya, North Korea, Sudan, Syria, or any other country subject to United States embargo; (b) to anyone on the US Treasury Department's list of Specially Designated Nationals or on the US Commerce Department's Denied Party or Entity List; and (c) to any prohibited country, person, end-user, or entity specified by US Export Laws. When using an CounterBean Application, you are responsible for complying with trade regulations and both foreign and domestic laws (e.g., you are not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country, and you are not listed on any US Government list of prohibited or restricted parties). CounterBean, Inc currently offers services only in the United States.

Additional Terms. Additional terms and conditions that apply to you based on the mobile device the Application is installed on:

iOS – Apple

1. These Terms of Use are an agreement between you and CounterBean, and not with Apple. Apple is not responsible for the Application and the content thereof.
2. CounterBean grants you the right to use the Application only on an iOS product that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service.
3. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application.

4. Apple is not responsible for the investigation, defense, settlement, and discharge of any third party intellectual property infringement claim.
5. Apple is not responsible for addressing any claims by you or any third party relating to the Application or your possession and/or use of the Application, including but not limited to: (a) product liability claims; (b) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
6. In the event of any failure of the Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if applicable, for the Application to you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application.
7. Apple and Apple's subsidiaries are third party beneficiaries of these Terms of Use, and, upon your acceptance, Apple as a third party beneficiary thereof will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you.

Windows - Microsoft

1. These Terms of Use are an agreement between you and CounterBean, not Microsoft. The terms of use and privacy policies of Microsoft and, where applicable, the network operators that provide billing services for the Windows Phone Marketplace do not apply to your use of the Application.
2. You may install and use one (1) copy of the Application on up to five (5) devices you personally own or control and which are affiliated with the Windows Live ID associated with your Windows Marketplace account. You may not install or use a copy of the Application on a device you do not own or control.
3. Microsoft, your device manufacturer, and (if applicable) your wireless carrier are not responsible for providing support services for the Application.
4. Microsoft, the wireless carriers over whose network the Application is distributed (if applicable), and each of their respective affiliates and suppliers (collectively, "Disclaiming Distributors") give no express warranty, guarantee, or conditions under or in relation to the Application. To the extent permitted under your local laws, the Disclaiming Distributors exclude any implied warranties or conditions, including those of merchantability, fitness for a particular purpose, and non-infringement.
5. You, and not the Disclaiming Distributors, bear the risk of using the Application (even if the Disclaiming Distributors have been advised of the possibility of damages to you). You may have additional consumer rights under your local laws which these Terms of Use cannot change.

6. To the extent not prohibited by law, you will not seek to recover any consequential, lost profit, special, indirect, or incidental damages from any Disclaiming Distributor.

BlackBerry – Research in Motion

This Application uses network services and may incur additional network data charges (including additional charges when roaming).

1. To the extent permitted under your local laws, Research in Motion E-Commerce (Inc., Corp. & S.a.r.l.), the telecommunications carriers over whose network this Application is distributed (if applicable), and any third party merchant of record acting as a merchant of record for any transaction associated with this Application (collectively, "Disclaiming Parties") exclude any liability whatsoever in relation to the Application including without limitation in relation to the sale, distribution or use thereof, or the performance or non-performance of the Application.
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