

LEGAL AGREEMENT FOR PAYLIVE® USE, SERVICE & PAYLIVE Inc.

(V-4-0-5 08072020)

This agreement consists of a binding legal contract between **PAYLIVE Inc.** and all and any **USERS** of **PayLive®** services (in any form, either over the www as web or as –mobile- app or other), applicable in all the countries where a **PayLive®** service may operate.

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1. LEGAL AGREEMENT FOR ALL USERS

Introduction

Welcome to **PayLive®-Services**

This User Agreement ("Agreement" or "LEGAL AGREEMENT FOR PAYLIVE® USE, SERVICE & PAYLIVE Inc.") is a contract between you and PAYLIVE Inc. and applies to your use of any or all **PayLive® Services**.

In order to make use of these services, you must read, agree, and accept all the terms and conditions contained in this Agreement. In addition, you must read, agree and accept any applicable agreements on the *Legal Agreements page* of the www.paylive.com website as well as its *Policy* documents.

Clarifications

Initial clarifications to facilitate the comprehension of this agreement:

- **PayLive®-service**: is a **Universal Timed Monetizer**, a global innovation in online monetization of timed or per-time services, protected by a US-PATENT (pending, system & method) as well as by Copyright (©) laws.
- PAYLIVE Inc. is the name of a company incorporated and based in the Unites States of America.
- PAYLIVE Inc. is a PayPal-Merchant.
- TIME-TOKENS (symbol: ₣) consist of **PayLive®'s** exchangeable, **smart time-value-info electronic data**; they are a registered commercial brand (®). TIME-TOKENS (₣) are NO currency units (neither physical nor digital) and can be used only in **PayLive®-services**.
- **PayLive®** Wallet(-account) is a tool available to all **PayLive®-service** users, which allows you to join, access, manage and interact with **PayLive-services**. The content of a **PayLive®-Wallet(-account)** are Time-Tokens (₣) – NO currency.
- Timed- or Pertime-Services is/are all time-dependent kinds or types of events/services/contents, which can be produced and/or offered and/or sold and/or bought (being paid or paying for) based upon (real-) time usage and/or consumption.
- Payment: For the purpose of this Agreement and its contents related to **PayLive®**, and the commercially related texts and/or messages herein, the words: "pay", "get paid" and "payment" related to **PayLive®**, only refer to electronic Time-Tokens (₣) transferrals and/or transactions between any user's **PayLive®** Wallet(-account)s.

To be considered!

PayLive® is a StartUp-application, still in BETA version, today.

PayPal is a sponsor of **PayLive®**. Also: **IBM** – Softlayer, **Rackspace**, **Microsoft**, among others, have been sponsors, as well as **Wayra/Telefonica**.

On this BETA version, all currency recharges, redemptions, transfers or refunds related to any and all **PayLive®-services**, are made using the services of **PayPal**.

Some of the terms contained in this Agreement and in all its complimentary conditions, are partially, similarly or equally aligned to the **PayPal** Legal User Agreement and its conditions. This is in order to avoid any conflict between the **PayLive®** User Agreements and the **PayPal** User Agreements.

PayLive® reserves the right to amend this Agreement at any time and without previous notice, by simply posting a revised version of it on the www.paylive.com website. The revised version will be effective from the moment **PayLive®**

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posts it. In addition, if the revised version includes a Substantial Change in our policies, we will provide you prior notice of any Substantial Change by posting a notice on the Policy Updates page of our website.

This is an important document, which you must consider carefully when choosing whether to use the **PayLive®** Services.

Please be advised that this Agreement contains provisions that govern how the claims between you and the company are resolved. It also contains an Arbitration Agreement too, which will, with limited exception, require you to submit any claims you may have against us for binding and final arbitration, unless you opt out of the Agreement to Arbitrate after the date you accept the User Agreement for the first time. Unless you opt out: (1) you will only be permitted to pursue claims against **PayLive®** 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.

Please note the following risks of using the **PayLive®** Services, which are set forth in more detail in the relevant sections of this Agreement:

PayLive Inc. may close, suspend, or limit your access to your Wallet(-account) or the **PayLive®** services, and/or limit access to your Balance for up to 180 Days (or longer if pursuant to a court order or other legal process) if you violate this Agreement, the **PayLive®** Acceptable Use Policy, any other agreement you enter into with **PayLive®**, or as otherwise specified in this Agreement or other agreements you may have or have entered into with **PayLive®**. **PayLive** may also use proprietary fraud and risk modeling when assessing the risk associated with your Wallet(-account). If you wish to open a Dispute through **PayLive's** Online Resolution Center (coming soon), you must do so within 45 Days of making your Time-Value-Data transfers or initiating a transaction with/through **PayLive**.

1.1. ABOUT PAYLIVE®

1.1.1. ABSTRACT

PayLive® is a **Universal Timed Monetizer**. It is a global disruptive innovation in online monetization. © I Patent pending system and method.

PayLive® allows you to monetize any online/offline live event, service or content, on any website or software application based upon real time consumption or real time usage, by any time-unit (minutes, hours, days, months, years and fractions or multiples thereof) and by any time-/unit-value (minimum today is ₣ 0.01 per minute).

PayLive®, the Universal Timed Monetizer, is a service operated by **PayLive** Inc., a company based in USA, operating under the Laws of the United States of America.

Please note:

- a) For the purpose of this Agreement and/or all commercial related texts/voice messages, the words “pay”, “get paid”, “payment” or “monetize” or “cash” or “encash” related to **PayLive®**-services, strictly refer to Time-Token transferrals and/or transactions between user Wallets(-Accounts). **PAYLIVE** Inc. is also a **PayLive®** user.
- b) perTime® is an abbreviation of: per any time-unit (second, minute, hour, day, week or month), and per any value (rate/price).
- c) PERTIME is a registered Trade Mark ®.

1.1.2. General benefits for Sellers

PayLive® allows you to monetize live events, on any web or app, by making it very easy for your customers and/or followers, to only pay for real time consumed.

With **PayLive®**, you can monetize more than 90% gross of each timed-event sales -in real-time– in Time-Tokens: to 1 or to many followers (customers) simultaneously.

PayLive® allows immediate distribution of gross sales, between up to 5 parties (e.g. between author, manager, team, merchant and suppliers, etc.). All parties need to have **PayLive®** accounts to be able to redeem proceeds.

You can redeem Time-Tokens from your Seller-account located in your **PayLive®**-Wallet, in up to +/- 25 currencies, by using PayPal (others may apply).

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1.1.3. General benefits for Buyers

PayLive® allows you to enjoy and buy live events on many web or mobile applications, by making it very easy for you to only pay for the real time you consumed. If the consumed event is sponsored, your sponsor will pay for your real time consumed.

With **PayLive®** you can do web-zapping across many online paid or sponsored live events; just turning the **PayLive**-switch: ON / OFF to start or stop payments or sponsored consumptions, anytime, with a single **PayLive**-Wallet and a single log-in.

You can redeem Time-Tokens from your Seller-account located in your **PayLive®**-Wallet, in up to +/- 25 currencies, by using PayPal (others may apply).

1.1.4. General benefits for Sponsors

PayLive® allows you to sponsor and pay online live events, paying only for the real time consumed by your customers. With **PayLive®**, you can sponsor many online premium live/streaming events, based upon real time consumed by your current or prospective customers. Your investment in advertising can reach a 1 to 1 ratio between your brand time exposure and time watched by your customers.

You can redeem Time-Tokens from your Seller-account located in your **PayLive®**-Wallet, to all currencies being used by PayPal, by using PayPal (may apply to other PSPs in future).

1.2. MUCH MORE SPECIFICALLY - ABOUT PAYLIVE®

PayLive® is a UNIVERSAL RECURRENT TIMED MONETIZER (METHOD AND SYSTEM) FOR ONLINE SWITCHED-TRANSFERS OF ANY TIME-UNIT AND ANY VALUE OF SMART-TOKENS, BASED ON LIVE TIMED-EVENTS/SERVICES/CONTENTS.

PAYLIVE Inc. and **PayLive®** limit its online service, to **renting** to you its Universal Timed Monetizer System and Method, in return for monetization of a fee based on a fixed percentage relative and proportional to each sold event, service or content, by any using Seller to any using Buyer or using Sponsor.

For all purposes, PAYLIVE Inc. and **PayLive®**-service are independent contractors, and therefore they are NOT and NEVER your agent or merchant or trustee.

PAYLIVE Inc. and **PayLive®** do not have any control of, or liability for, the online live timed-events/services/contents that are offered using the **PayLive®** System and Method.

PAYLIVE Inc. does not guarantee the identity of any **PayLive®** user, nor does PAYLIVE Inc. ensure that a Buyer or a Seller or a Sponsor will complete a given transaction, and therefore PAYLIVE Inc. cannot be held accountable for a user's decision to not fulfill his offer of buying or selling any service or content using the **PayLive®** system. PAYLIVE Inc. as main way to protect the customer rights is by bringing a live payment-interface, which all users can use to start or stop charges of Time-Tokens, instantly, at any time and anytime.

PAYLIVE Inc. and **PayLive®** have no control over any legal rights belonging to any Sellers, Buyers, Sponsors or any third party, or linked to any service or content negotiated or transferred while using the **PayLive®** system.

As **PayLive®** negotiates, transfers, transacts and handles only Time-Tokens through its services, and never any money or any currency, it requires the direct and unconditional co-participation of financial third parties, and/or global payment third parties, such as PayPal.

① Very important: **PayLive®** services are personal and non-transferable, which means you should under no circumstance give access to your **PayLive**-Wallet(-account) to any third party. In case you breach this condition, you assume a 100% responsibility for all the risks or prejudices that may occur to you, and or to any third parties.

PayLive® is currently in BETA Version¹. and it is on a Patent pending process in the United States, with worldwide protection. PAYLIVE Inc. and/or its authors, and/or associates companies reserve all copyrights and any other legal rights.

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BETA, named after the second letter of the Greek alphabet, is the software development phase following alpha. It begins when the main **PayLive** software was completed. **PayLive**'s software in the beta phase may have some bugs, as well as speed/performance issues and may still cause crashes or data losses. The focus of beta testing is reducing impacts to users, often incorporating usability testing. The process of delivering a beta version to users is called beta release and this is the first time that the software is available outside of the PAYLIVE Inc. organization.

1.2.1. Time-Tokens

All/any transactions between **PayLive**® user's Wallet(-account)s use exclusively Time-Tokens (₣), which are not a currency, physical nor digital. Time-Tokens (symbol: ₣) consist of **PayLive**®'s smart time-value-info electronic data.

PayLive Time-Tokens (₣) may contain quantity and quality information.

Time-Tokens can be seen as analogous to: 'tokens', 'credits' or 'points', which are transacted exclusively inside of the **PayLive**-system and have no other value outside of the **PayLive**-system..

Time-Tokens have as symbol: ₣,

Today, Time-Tokens are equivalent in –currency or money- value -outside of the **PayLive**-system- to one US Dollar, meaning that the value of 1.00 Time-Token is equivalent to the value of 1.00 US dollar (₣ 1.00 <=> US\$1.00)

The denomination Time-Token (₣) may be changed to any other commercial name at any given time (to be decided by PAYLIVE Inc.).

On this BETA version, **PayLive**'s users can recharge, redeem and refund their Time-Tokens (₣) from/to their **PayLive**-Accounts, which are components or their **PayLive**-Wallets, using third party currency-payments systems. Today it is PayPal, but other systems may follow.

Also, on this BETA version, **PayLive**'s users can transfer their Time-Tokens (₣) from their own, personal Seller-account to their own, personal Buyer/Sponsor account, under the same user, for free.

Please consider:

- Time-Tokens cannot be, under any circumstance, considered to be a currency, physical nor digital, as they are not a valid payment method outside of the **PayLive**-system, e.g. to pay taxes. With Time-Tokens (₣) you can't pay any kind of tax in any country, which is one reason why they cannot be considered a currency.
- Time-Tokens cannot be used to trade in exchange for currencies, and their use and validity is exclusive to the **PayLive** services. Therefore all users must understand and accept that, although Time-Tokens do represent a value and can be recharged or redeemed or refunded from/to USD\$ or many other currencies, through PayPal, and – further on- other similar global financial services, they are not and never will be a currency.
- Currencies: On this agreement, this word only refers to money in any form when in actual use or circulation, on paper and/or metal coin or in digital form. Currencies are characterized by the fact that you can pay taxes with them. The **PayLive** system does not use any currencies.
- PAYLIVE Inc. and **PayLive**® do not collect, send, transact, exchange, transfer and/or move any physical or digital current currencies in any form (e.g. US Dollar, Euro, etc.) in or between any **PayLive** users' Wallet(-account)s/system.
- Time-Tokens (₣), as smart time-value-info electronic data, have an equivalence value to and from US Dollars. This US currency is only managed by financial or currency-payments third parties, such as PayPal.
- At this point, to our knowledge, it is impossible to create/use a physical or digital currency unit, to be exchanged in real time, for live timed-services/events. This is why **PayLive** exist, as it is a disruptive innovative system and method, that makes universal recurrent timed monetization of time-value-data, between any Seller and any Buyer / Sponsor, from any website or any mobile app, from +/- 0.01 Time-Tokens–₣- onwards, which is equivalent to USD \$ 1 Cents (we call this: 'nano-payments'). Amongst other reasons, the high-cost, low-speed and macro-processes of the current banking or credit/debit card financial transactions services, make 'nano-payments' not viable. Therefore, to our knowledge, **PayLive**® service cannot be developed with any current currencies and/or any currently existing financial or online payment system.

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- However, it is possible that in the future, PAYLIVE Inc. engages in the development of a physical or digital currency to exchange through **PayLive**-wallets universal recurrent timed monetizations. If you do not agree with this condition, you should not use **PayLive**. If you know a method or system to perform online 'nano-payments' with physical currencies-cents (e.g USD\$ 0.01 - Cent), please communicate it to PAYLIVE Inc, to email: support@paylive.com; with your help, we can eventually change the ₴ usage, by use of physical currencies.

PayPal

- **PayPal** is not a bank, as it does not engage in fractional-reserve banking. **PayPal** performs payment processing for online sites, and other commercial users, for which it charges a fee. It may also charge a fee for receiving money, proportional to the amount received. The fees depend on the currency used, the payment option used, the country of the sender, the country of the recipient, the amount sent and the recipient's account type.
- Only financial/payment corporations/parties/institutions, such as PayPal and Banks, collect, send, transact, exchange, transfer and/or move any physical or digital current currencies (e.g. US Dollar, Euro, etc.) relative to **PayLive** users' Wallet(-account) to Time-Tokens (₴).

1.2.2. Purpose of PayLive®

PayLive® is a monetizer which helps its users (Buyers or Sellers or Sponsors) to get paid, pay and sponsor, any legal live timed-event/service/content upon real time consumption/usage, per any time-value and any time-unit.

Events/services/contents to be transacted with **PayLive** are such that they can be accepted and recognized by the World Trade Organization (WTO) as tradable.

Consistent with the above, it is absolutely prohibited to use **PayLive®** to sell, buy or sponsor any event, service or content that is not legally recognized by the WTO, and to transfer any Time-Tokens (₴) linked to illegal activities.

Therefore, it is unconditionally forbidden to use the **PayLive®** to commit any infringement or violation of any US national laws or any national or international laws and treaties approved by the US, or to engage or support any illegal activity related but not limited to: copyrights, third party rights, fiscal laws, money laundering, drug or human trade, child abuse or child pornography, terrorism acts, etc.

PAYLIVE Inc. and **PayLive®** have no relation or control over any internal live timed-services transacted between the Sellers, Buyers and Sponsors while using the **PayLive®** system, and consequently cannot be held accountable for the nature of those. PAYLIVE Inc. limits its service to renting its **PayLive®** system to its users for a revenue-dependent fee.

1.2.3. Types of Users

PayLive® is an online service provider that aims to reach a large number of users, who can be acting as Buyers and/or Sellers and/or Sponsors of diverse -mainly- live timed-services. Any person, both natural and legal, who wishes to offer or acquire a live online service or content legally can be a user of this service. The main types of users we intend to attract are:

- Individual persons or groups of persons
- Corporations
- Institutions
- Governments

1.2.4. How PayLive works

The process for using **PayLive's** services operates in the following way:

- a) The new user (a Buyer and/or Seller and/or sponsor) can open a free personal **Wallet(-account)**, through the website <https://www.paylive.com>

Today, anyone who wishes to get paid, buy or pay for real time consuming of live events via **PayLive** must first have an active PayPal account and link it with his/her **PayLive** Wallet(-account) by signing up and charging with a minimum of 1 Time-Token (one ₴).

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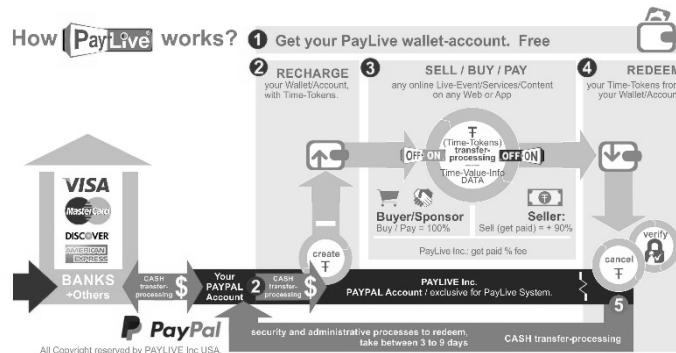
- b) Sellers wishing to offer online live timed-services payable through **PayLive®** can easily embed the **Pay-interface** on their own website or application. Once it is embedded, they can freely set **time-unit, time-value rates²**, and more, for each event/service they wish to offer online.

*Note: Please note that Sellers are free to set the time-units to be used to pay for their live timed-services, but must set prices according to some minimum prices/charges pre-established by **PayLive®**. For specific and updated details on these minimums please visit the **PayLive®** website.*

- c) Buyers and sponsors who already have a Wallet(-account) can **recharge** Time-Tokens, available on their wallets by a cash transfer made using a payment service provider. Today, the only payment method available to purchase Time-Tokens is through PayPal. However, other methods may become available in the future, in which case the necessary information shall be updated on the PAYLIVE website.
- d) Once a Wallet(-account) has been opened and the Time-Tokens have been recharged, Buyers or Sponsors can log in to the Pay-interface and switch (click) **(✓) ON or (X) OFF** to access or exit the live-online events and services of their interest. While using the service, the User can choose to start or stop the charges at any time and as many times as he/she desires. If an event is sponsored by a Sponsor, the User can choose to start or stop the free consumption at any time and as many times as he/she desires; in these cases, a Sponsor is paying for the real time consumption.
- e) While a Buyer or Sponsor is making use of the online live timed-services offered by the Seller, the Time-Tokens needed to cover the costs, are **instantly and continuously transferred** from the Buyer's / Sponsor's wallets to the Seller's wallets, according to the rates and time-units previously set by the Seller and accepted by the Buyer or Sponsor. Note: Every unit of electronic data-transfer (which is previously established by the Seller and accepted by the Buyer or Sponsor) will be transferred in advance, meaning it is transferred at the beginning of said time unit. For example, if the electronic data transfer is set for every minute, at the exact first second of every minute the Time-Tokens will be transferred to the Seller's Wallet(-account).

PayLive Sellers can transfer their Time-Tokens (₪) to their Buyer- or Sponsor-Accounts, and can redeem their Time-Tokens (₪) to their PayPal-account connected to their **PayLive**-account.

The following Flow diagram aims to further explain how the **PayLive** data transfer system works:



📌 Important FAQs:

- a) **What happens if I click the STOP button during a paid time-unit or the internet connection fails? ANSWER:** Once a Buyer or sponsor has accessed a certain service and therefore been charged in advance for the Time-Tokens the Seller has set for the given Time-Unit, the **PayLive** system will allow the Buyer or sponsor to access the event or service as many times as desired, until the paid time-unit is completed. This means that users will always benefit from the full amount of time they have paid for, even if their connection is temporarily lost, because they can always re-access the timed-service. Please note that some special conditions may apply for certain cases of internet-disconnections, and **PayLive** cannot be held responsible for any malfunction or poor quality of the user's internet service.

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- b) **What happens if a user has paid for a timed event and cannot be present online to benefit from it? ANSWER:** **PayLive** is only a smart time-value-info data transference system, and NOT an online service or content Seller or provider. Therefore, **PayLive** cannot guarantee to Buyers or Sponsors another chance to access the service/content at a later time, nor can it offer a refund for the data transferred. In any case, the Buyer or Sponsor can contact the Seller in order to discuss the situation and try to reach an agreement, but this arrangement is exclusively between the third parties and **PayLive** is in no way responsible for its outcome.

1.2.5. Specific benefits of using PayLive®

- **PayLive**® is an easy and safe mechanism to pay and be paid instantly for any live timed-event/service/content.
- Any Seller or Buyer or Sponsor can use **PayLive**® on any webpage or application, and using any time-value or time-unit freely determined by the Seller.
- It is easily accessible for any person, company, institution or government wishing to earn money live.

1.2.6. Specific benefits and Uses for Sellers

PayLive® is a truly beneficial service for anyone who wishes to offer and sell online timed-service, because they can freely establish the time/electronic data transference units they demand in return for their services, and once they have made a connection with a Buyer or Sponsor, they can receive immediate electronic data in real time, for every time unit that they are providing the given service.

It is also a very easy way to expand or create your own business, without third party control of your own skills and with no risk of not getting paid for your services.

PayLive® can be used by Sellers in order to sell and receive instant electronic data (to be converted into many currencies using PayPal) for any service or content legally offered live online. Specifically, all users can sell:

- Live-video- or music-streaming events to multiple simultaneous Buyers.
- Live-videoconference events accessible simultaneously by up to 50 Buyers (1 to ≤ 50)
- Live-videoconference events directly with the Seller (1 to 1)
- Live-chat events with multiple Buyers.
- Live-chat events directly with the Seller.
- Pre-recorded video, audio or text contents (i.e. online newspapers/magazines).
- Face to face services (not online services, but being paid by using **PayLive**® system)

Ⓞ Important conditions:

- a) In all cases, Sellers must pay a fixed and previously convened percentage commission of their revenues/sales to PAYLIVE Inc. in exchange for the use of the **PayLive**® system.
- b) For the safety of the **PayLive**® system, the company reserves the right to verify (at any given time and without previous notice) any data, information or documents provided by you or concerning you.
- c) Eventually, if PAYLIVE Inc. discovers that the identification you provided is not real and/or that you are using **PayLive**® to incur in any legal or contractual violation, abuse or fraud, PAYLIVE Inc. or any designated third party may initiate any legal, commercial or administrative corrective actions, such as: notifying the competent authorities, contacting any third party to confirm the alleged illegal activities, retain part or all the Time-Tokens associated to the alleged illegal activity; initiate and peruse legal actions such as lawsuits and formal complaints; suspend or cancel the user's Wallet(-account)s, among others.

1.2.7. Specific benefits and Uses for Buyers and or Sponsors

PayLive® permits Buyers and Sponsors to easily access any online live online timed-services, and pay only for the amount of time that they or their customers actually enjoyed/used or benefited from the service. This is highly convenient since it allows users to access live timed-services for a time that is freely chosen by them, and therefore avoid full charges for live timed-services that are not needed/desired or can't be fully afforded.

It is a very convenient tool, as it gives Users instant access, with personally controlled charges, to high quality events such as shows & festivals, consulting & advice, music, sports, education, health, science and nature, news, games, and many other events/services.

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With **PayLive®**, any user can spend a controlled amount of money to purchase any legal service and content that is offered live online. Specifically, all users can buy:

- Live-streaming online event for multiple simultaneous Buyers.
- Live-videoconference online event accessible simultaneously by 50 Buyers (1 to ≤ 50)
- Live-videoconference online event directly with the Seller (1 to 1)
- Live-chat online event with multiple Buyers.
- Live-chat online event directly with the Seller.
- Pre-recorded online video, audio or text contents (i.e. online newspapers / magazines).
- Face to face services (not online service, but being paid by using **PayLive®** system)

1.2.8. Regarding Taxes

PAYLIVE Inc. informs all of its users (Sellers/Buyers/Sponsor) that some taxes established by the government of the United States or the government of the country you are offering the service from or getting the revenue to, may be applicable to certain or all transactions, depending on the case.

As Seller, you must understand and accept that some taxes may specifically apply to your Country, State, City or Region. For all cases, in any URL configured to sell with the **PayLive®** system, the user must determine the time-value offered, including all taxes related to the sales. As Buyer or Sponsor you must also understand and accept that some taxes may apply.

All Users (Buyers/Sellers / Sponsors) are directly and solely responsible of their tax obligations, and therefore PAYLIVE Inc. cannot be held accountable for the users' omission to declare and/or pay the or any corresponding taxes.

1.2.9. Minimum Time-Tokens (₹) / time-unit selling

PAYLIVE Inc. informs all of its Sellers, that all them must sell their timed-services, per following ₹ minimum values / time-unit:

Per begun Minute =	₹	0.01	↔ (equivalent to)	US\$	0.01 (US\$ 1¢)
Per begun Hour =	₹	0.50	↔ (equivalent to)	US\$	0.50 (US\$ 50¢)
Per begun Day =	₹	10.00	↔ (equivalent to)	US\$	10.00 (US\$ 10)
Per begun Month =	₹	200.00	↔ (equivalent to)	US\$	200.00 (US\$ 200)
Per begun Year =	₹	1000.00	↔ (equivalent to)	US\$	1000.00 (US\$ 1000)

1.3. WALLET (-Accounts)

The **PayLive®-Wallet(-account)** is a monetization tool, which is a component of the **PayLive®-service** - The Universal Timed Monetizer.

The Wallet(-account) is a personal, private and secure account that is assigned to each user the moment he/she signs-up/registers as a **PayLive®** user.

The wallet contains the Time-Tokens (₹) belonging to each user; these can be acquired by using a PayPal account for recharging, whereas the value content of one Time Token is exactly equivalent to one US-Dollar (1.00 ₹ => US\$1.00).

A **PayLive-Wallet** allows users to recharge, redeem, transfer, refund, store and exchange Time-Tokens.

A **PayLive-Wallet** has two accounts:

- A) Seller-account,
- B) Buyer/Sponsor-account.

With a Seller-account a user can receive (monetize/get paid) Time-Tokens from one or more Buyers and/or Sponsors, which will have paid for those timed events/services/contents you will have offered.

With a Buyer/Sponsor account a user can send (buy/pay) Time-Tokens to Sellers of timed events/services/contents.

From a Seller-account the user can redeem Time-Tokens to the PayPal account used to sign-up. Before redeeming, a Seller is required to provide all information asked for in the profile, as well as proof of identity and/or proof of business.

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From a Buyer/Sponsor-account a user can refund Time-Tokens to the PayPal account used to sign-up. Before refunding, a Buyer/Sponsor is required to provide all information asked for in the user profile, as well as proof of identity and/or proof of business.

Statement

You have the right to receive a Wallet(-account) statement. You may view your Wallet(-account) statement by logging into your Wallet(-account).

1.3.1. Eligibility

To be eligible to use the **PayLive®** Services you must have a PayPal account (in future, other systems may apply).

1.3.2. Transferring Time-Tokens (Send / Receive / Pay / Get-Paid)

Transferring is the act of sending Time-Tokens, from any **PayLive**-account to any other **PayLive**-account

PayLive uses two types of transfers of Time-Tokens:

- A) F-Transfer between two users (Pay & Get-Paid)
- B) F-Transfer between my own accounts (Send)

A) F-Transference between two users: this is the way to pay and get paid for live online timed-events.

When you pay for live online timed-events, Time-Tokens go from your Buyer-account to the third party's Seller-account.

When you get paid for live online timed-events, Time-Tokens go from the third party's Buyer-account, to your Seller-account.

The event-Seller must pay a fee to **PayLive**. The event-Buyer does not pay fees to **PayLive**.

B) F-Transfers between own accounts: This is the way to send Time-Tokens from your own **PayLive** Seller-account to your own **PayLive** Buyer-account.

You can transfer all your Time-Tokens, or just part of them, from your Seller-account to your own Buyer-account for FREE, in order to be able to use your Time-Tokens to pay to third parties that are acting as Sellers of live online timed-events.

1.3.3. Transferring (sending) Limits

We may, at our discretion, impose limits on the amount of Time-Tokens you can send to other **PayLive®** Services - users. You can view your sending limit, if any, by logging into your Wallet(-account) – for the time being, during this beta-phase, this limit is set to zero for all accounts.

1.3.4. Preapproved Time-Value DATA transference

A Preapproved electronic data transference is a transference in which you authorize a Merchant to directly charge your Wallet(-account) on a one-time, regular, or sporadic basis. Preapproved Time-Value DATA transfereces are sometimes called "subscriptions", "recurring Time-Value DATA transference", "preauthorized transfers" or "automatic Time-Value DATA transference". Within 2 Business Days of any preapproved electronic data transference made from your Wallet(-account), you will receive a confirmation of this transaction by email. The following applies to any Preapproved Time-Value DATA transference you make.

1.3.5. Identity Authentication

You authorize **PayLive®**, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information, requiring you to provide your date of birth, a taxpayer identification number and other information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying your Information

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against third party databases or through other sources. We may also ask to see your driver's license or other identifying documents at any time. If you use certain **PayLive®** Services, federal law requires **PayLive®** to verify some of your Information. **PayLive®** reserves the right to close, suspend, or limit access to your Wallet(-account) and/or the **PayLive®** Services in the event we are unable to obtain or verify this Information.

1.3.6. Third Party Permissions

If you grant express permission to a third party to take specific actions on your behalf, or access particular information about your Wallet(-account), either through your use of the third party's product or service or through your Wallet(-account) profile, you acknowledge that **PayLive®** may disclose the information about your Wallet(-account) that is specifically authorized by you to this third party. You also acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. Furthermore, you acknowledge and agree that you will not hold **PayLive®** responsible for, and will indemnify **PayLive®** from any liability arising from the actions or inactions of this third party in connection with the permissions you grant. You may change or remove these permissions at any time by changing your settings in your Wallet(-account) profile.

1.3.7. Accuracy of Information

You are responsible for confirming the accuracy of the information you provide about each electronic data transference you send, including the email address or telephone number of the recipient and the amount of the transaction.

1.3.8. PayLive® Mobile

PayLive® Mobile allows you to access certain **PayLive®** Services through your mobile phone. **PayLive®** Mobile is not available in all countries. If you use **PayLive®** Mobile, you are responsible for any fees that your phone service provider charges, such as fees for SMS, data services, and any other applicable fees. Your phone service provider is not the provider of the **PayLive®** Services.

1.3.9. Debit Card Processing

You will process your debit card funded transactions, under PayPal conditions.

1.3.10. Credit Card Information

You will process your credit card funded transactions, under PayPal conditions.

1.3.11. Initial Transaction Covered by PayLive®

If **PayLive®** has covered your first transaction when you set up your **PayLive®** Wallet(-account), this section applies to you. Having your initial transaction covered by **PayLive®** is a one-time feature to allow eligible new customers additional time to add Time-Tokens to their Wallet(-account) in order to pay for a transaction. Eligibility is determined by **PayLive®** in our sole discretion. If you are an eligible new customer, we will pay the Seller on your behalf. You agree that you may have up to 30 days to pay for your transaction by logging into your **PayLive®** Wallet(-account) and adding new credit (Time-Tokens) using of a valid Payment Method such as PayPal.

PayLive® has the right, subject to applicable law, to terminate, cancel, suspend or modify this section at any time, but any modification will not affect previously covered purchases.

1.3.12. Redeem

Redeem, is the act of exchange your Time-Tokens earned, into currency (i.e: to US\$, Euro, etc.) to the PayPal account used to activate your account at sign-up.

The Seller may choose to keep those Time-Tokens earned in his **PayLive®** Seller(-account), or to redeem, using PayPal.

All redemptions of 100.00 Time Tokens or more are free. Redemptions of under 100.00 Time Tokens can be effected with a charge of a 3.00% fee, for high costs of processing.

All redemptions are made to the same currency to the PayPal account in file.

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The process to redeem Time-Tokens may take between 1 to 9 business days, as detailed security measures are necessary before refunding.

This period of time is necessary in order for **PayLive** Inc. to:

- Verify that the identity of the person wishing to refund ₣ coincides with the true owner of the Wallet(-account),
- To make sure there are no reports of abuse or violation made against such person/account, in the **PayLive** system, and,
- To make the necessary conversion arrangements with PayPal, among others.

After you apply for the redemption process, and **PayLive** has checked the necessary security and administrative steps, PAYLIVE Inc. (**PayLive**) will make a cash transferral to your PayPal account, for the gross amount value applied for (minus fees, if applicable).

Depending of the Country, Region or City where you are from, and/or depending on your own PayPal service contract conditions, PayPal may charge you with fees and/or taxes. This means that you may receive a smaller net amount in your PayPal account. Please check with PayPal about their charges. These charges are independent of **PayLive** and PAYLIVE Inc

1.3.13. Conditions to Redeem Time-Tokens in cases of alleged violation, abuse or fraud

In case that a **PayLive** user or any third party suspects that the **PayLive** system is being used in order to commit any illegal act, violation of any rights, fraud or abuse, they must report this situation to us immediately through our "Reports" section on our website. These inappropriate activities include, but are not limited to:

- 🚫 The **PayLive's** Wallet(-account) is hacked or stolen
- 🚫 Third party Copyrights ©
- 🚫 Others third party rights
- 🚫 Child abuse
- 🚫 Terrorism
- 🚫 Fiscal laws
- 🚫 Extreme violence
- 🚫 Repulsive content
- 🚫 Hateful content
- 🚫 Harmful dangerous acts
- 🚫 Spam or misleading content

If any user or third party sends a report related to any of these suspected activities, PAYLIVE Inc. or any designated third parties may initiate legal, commercial or administrative corrective actions, such as: notifying the competent authorities, contacting any third party to confirm the alleged illegal activities, retain part or all the Time-Tokens ₣ associated to the alleged illegal activity; initiate and pursue legal actions such as lawsuits and formal complaints; suspend or cancel the user's wallets/accounts; among others.

1.3.14. Risk of Reversals, Chargebacks and Claims

When you receive an electronic data transfer, you are liable to **PayLive®** for the full amount of the transfer sent to you plus any fees if the payment is later invalidated for any reason. This means that, in addition to any other liability, you will be responsible for the amount of the transfer sent by the sender, plus other applicable fees. You agree to allow **PayLive®** to recover any amounts due to **PayLive®** by debiting your Balance of Time-Tokens. If there are insufficient funds (Time-Tokens) in your Balance to cover your liability, you agree to reimburse **PayLive®** through other means.

1.3.15. Refunds

Refunding is the act of returning non-used, previously recharged Time-Tokens to the Buyer's/Sponsor's PayPal account in file.

PayLive uses two types of refunds:

- A) Free refunds
- B) Late Refund

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Free refunds only apply for non-used Time-Tokens in a period of up to 20 calendar days from a **PayLive**-Wallet recharge.

If recharged Time Tokens are not used for a period of over 20 calendar days, a late refund can be effected with a charge of a 3.00% fee for costs of handling.

All recharges of a **PayLive**-wallet go to the user's Buyer/Sponsor-account, from the PayPal account in file.

All refunds and redemptions are made to the same currency to the PayPal account in file.

The process to refund and redeem Time-Tokens may take between 1 to 9 business days, as detailed security measures are necessary before refunding.

This period of time is necessary in order for **PayLive** Inc. to:

- Verify that the identity of the person wishing to refund T coincides with the true owner of the Wallet(-account),
- To make sure there are no reports of abuse or violation made against such person/account, in the **PayLive** system, and,
- To make the necessary conversion arrangements with PayPal, among others.

After you apply for the refunding and redemption process, and **PayLive** has checked the necessary security and administrative steps, PAYLIVE Inc. (**PayLive**) will make a cash transfer to your PayPal account, for the gross amount value applied for (minus fees, if applicable).

Depending of the Country, Region or City where you are from, and/or depending on your own PayPal service contract conditions, PayPal may charge you with fees and/or taxes. This means that you may receive a smaller net amount in your PayPal account. Please check with PayPal about their charges. These charges are independent of **PayLive** and PAYLIVE Inc.

1.3.16. No Surcharges

You agree that you will not impose a surcharge or any other fee for accepting **PayLive**® as an electronic data transference method. You may charge a handling fee in connection with the sale of goods or services as long as the handling fee does not operate as a surcharge and is not higher than the handling fee you charge for non-**PayLive**® transactions.

1.3.17. Taxes

It is your responsibility to determine what, if any, taxes apply to the Time-Value DATA transference you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. **PayLive**® is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction. You acknowledge that **PayLive**® will report to the Internal Revenue Service (or the governmental agency responsible for taxation in your place, city, region and/or country, if applicable) the total amount of Time-Value DATA transference for services you receive each calendar year into all the Wallet(-account)s you own if you receive into these Wallet(-account)s (i) the Time-Tokens equivalent to more than \$10,000 USD in Time-Value DATA transference for live timed-services and (ii) if you receive more than 200 Time-Value DATA transfers for services in the same calendar year.

1.3.18. Balances

Remember that with **PayLive**, you can be only a Buyer/Sponsor-user, or only a Seller, or you can be both.

For your convenience, your **PayLive**-Wallet has two separate accounts:

- A) Seller account,
- B) Buyer/Sponsor account.

Your total balance is the sum of the balances of these two accounts.

If you are just a Buyer/Sponsor, you will recharge your buyer account and can ask for a refund (see applicable conditions).

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If you are a Seller, you will receive the Time-Tokens from your clients credited to your Seller account.

It is not necessary to maintain a balance in your Wallet in order to receive Time-Value DATA transferences from your Buyers/Sponsors. If you do hold a balance, that balance represents an unsecured claim against **PayLive®** or PAYLIVE Inc. and is not insured by the FDIC.

1.3.19. Withdrawing Time-Tokens

1.3.19.1. How to Withdraw Time-Tokens

You may withdraw funds (Time-Tokens) from your Wallet(-account) by electronically transferring them to your PayPal account and therefore converting them into US Dollars or any other currency permitted by PayPal.

1.3.19.1. Withdrawal Limits

Although under regular circumstances **PayLive®** imposes no limit to the amount of Time-Tokens you may send, receive, redeem and refund, PayPal may limit your monthly withdrawals, depending on the degree to which you have verified your PayPal account. You can view your withdrawal limit, if any, by logging into your PayPal account and clicking on the [View Limits](#) link on the account Overview page.

1.4. Fees

1.4.1. Fees' Overview

- For Time-Value DATA transfers, the recipient of the transfer (Seller) will always pay the Fee.
- **PayLive®** reserves the right to change these fees at any time, by simply posting notice of it on the **PayLive** website.
- All Fees are in Time-Tokens (convertible through PayPal, from/to U.S. Dollars, among other currencies), unless otherwise stated.

1.4.2. Basic Fees Applied to PayLive® Time-Tokens (₹) transferences

SELLER FEES	SERVICE DESCRIPTION	% FEE for Seller To pay for PayLive® system. To: PAYLIVE Inc. USA
Seller Time-Tokens (₹) incoming –transferences (receiving) related to timed-services sold by a Seller and bought/paid for by a Buyer/Sponsor	The PayLive® system performs simultaneously, as time advances: Complete cycles of recurring transfers of Time-Tokens, related to time units sold by the Seller and bought by the Buyer or Sponsor. Recurring transfers performed from the Buyer's/Sponsor's Wallet(-account) to the Seller's Wallet(-account) as well as to the PayLive's Wallet(-account) (PayLive-fee); to other third parties, if applicable.	The Seller pays in Time-Tokens (₹) to PayLive Inc. , a 7.90% (seven-point-nine percent) fee for selling process of timed-events/services/contents. <i>Note 1: The Seller monetizes in Time-Tokens (₹) a 92.1% (ninety-two-point-one percent) gross revenue.</i> <i>Seller can transfer or redeem its Time Tokens (₹) earned.</i> <i>Note 2: The PayLive-fee is charged to the Seller, simultaneously with the Seller's ₹ receiving-transferences.</i> <i>Note 3: This PayLive-fee only covers:</i> a) PayLive GST (Gross Services Turnover) b) PayPal-fee , relative to Time Token (₹) recharges, to PayLive's Wallet(-account)s. All Time Token (₹) recharge costs are covered by the Sellers-fee (the Buyer or Sponsor recharges Time Tokens for free). <i>Please see: Non-usage monthly Fees".</i>

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BUYER / SPONSOR FEES	SERVICE DESCRIPTION	% FEE for Buyer / Sponsor To pay for PayLive® system. To: PAYLIVE Inc. USA
<p>Buyer and/or Sponsor Time-Tokens (₯) outgoing-transfers (sending) related to timed-services sold by a Seller and bought/paid for by a Buyer/Sponsor</p>	<p>The PayLive® system performs simultaneously, as time advances:</p> <p>Complete cycles of recurring transferences of Time-Tokens, related to time units sold by the Seller and bought by the Buyer or Sponsor.</p> <p>Recurring transfers performed from the Buyer's/Sponsor's Wallet(-account) to the Seller's Wallet(-account) as well as to the PayLive's Wallet(-account) (PayLive-fee); to other third parties, if applicable.</p>	<p>The Buyer and/or Sponsor does not pay any fee to PayLive (free), for buying/sponsoring of timed events/services/contents. Only Seller pays for it.. <i>Please see: Non-usage monthly Fees”.</i></p> <p><i>The Buyer/Sponsor can refund the Time Tokens (₯) recharged to US-Dollars, among other currencies.</i></p> <p><i>Please see applicable conditions about to refund, and conditions about to non usage fee</i></p>

1.4.3. Non Usage Fees

USERS that have no movement (either sending or receiving) during a period of more than 30 days, incur in a maintenance fee of 1₯ per period of 15 days, to cover administrative, operative, system and method costs.

1.5. RESTRICTED ACTIVITIES

In connection with use of **PayLive®** Services/System/Method/Wallets/Accounts or in the course of your interactions with **PayLive®**, you will not:

- a) Breach this Agreement, the Commercial Entity Agreement, the Acceptable Use Policy or any other agreement or policy that you have agreed to with **PayLive®**;
- b) Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);
- c) Infringe **PayLive®**'s or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d) Sell counterfeit or illegal live timed-services;
- e) Act in a manner that is defamatory, trade libelous, threatening or harassing;
- f) Provide false, inaccurate or misleading information;
- g) Send or receive what we reasonably believe to be potentially fraudulent funds;
- h) Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- i) Attempt to double dip during the course of a dispute by receiving or attempting to receive funds from both **PayLive®** and the Seller, bank or credit card issuer for the same transaction;
- j) Control a Wallet(-account) that is linked to another Wallet(-account) that has engaged in any of these Restricted Activities;
- k) Conduct your business or use the **PayLive®** Services in a manner that results in or may result in complaints, Disputes, Claims, Reversals, Chargebacks, fees, fines, penalties or other liability to **PayLive®**, other Users, third parties or you;
- l) Allow your Wallet(-account) to have a negative balance;
- m) Access the **PayLive®** Services from a country that is not included in the list of countries permitted by **PayLive®**'s. If there are any restricted countries, this information will be displayed on our website.
- n) Take any action that imposes an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information; use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website or the **PayLive®** Services;
- o) Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers;

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- p) Circumvent any **PayLive®** policy or determinations about your Wallet(-account) such as temporary or indefinite suspensions or other Wallet(-account) holds, limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to create new or additional **PayLive®** Wallet(-account)(s) when an Wallet(-account) has a negative balance or has been restricted, suspended or otherwise limited; creating new or additional **PayLive®** Wallet(-account)s using information that is not your own (e.g. name, address, email address, etc.); or using someone else's **PayLive®** Wallet(-account);
- q) Harass our employees, agents, or other users.
- r) It is totally forbidden to use **PayLive**, for making monetization of sponsored events, by different time-values, from those actually agreed between the Seller and the Sponsor. In case of **PayLive** identifying this practice, **PayLive** reserves the right to cancel the Wallet(-accounts) of the users involved in this practice (Seller or Sponsor).

1.6. YOUR LIABILITY AND THE ACTIONS WE MAY TAKE

1.6.1. Your Liability

General

You are responsible for all Reversals, Chargebacks, Claims, fees, fines, penalties and other liability incurred by **PayLive®**, a User, or a third party caused by or arising out of your breach of this Agreement, and/or your use of the **PayLive®** Services. You agree to reimburse **PayLive®**, a User, or a third party for any and all such a liability.

Liability for Claims under PayLive® Purchase Protection

If you are a Seller and **PayLive®** makes a final decision in which you lose a Claim filed directly with **PayLive®**, you will be required to reimburse **PayLive®** for your liability. Your liability will include the full purchase price of the service/content. You will not receive a refund of your **PayLive®** fees.

If a Buyer/Sponsor files a Significantly Not as Described (SNAD) Claim for a service/content they purchased from you, you will generally be required to refund the Buyer/Sponsor the full purchase price and cover all transaction costs and fees. In this case, you will not receive a refund of your **PayLive®** fees.

Reimbursement for Your Liability

In the event that you are liable for any amounts owed to **PayLive®**, **PayLive®** may immediately remove such amounts from your Balance. If you do not have a Balance that is sufficient to cover your liability, your remaining Balance (if any) will be removed, your Wallet(-account) will have a negative Balance up to the amount of your liability, and you will be required to immediately add funds (Time-Tokens) to your Balance to eliminate the negative Balance. If you do not do so, **PayLive®** may engage in legal collection efforts to recover such amounts from you.

Actions by PayLive® - Restricted Activities

If **PayLive®**, in its sole discretion, believes that you may have engaged in any Restricted Activities, we may take various actions to protect **PayLive®**, other Users, other third parties, or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include, but are not limited to, the following:

- a) We may close, suspend, or limit your access to your Wallet(-account) or the **PayLive®** Services (such as limiting access to any of your electronic data transfer Methods, and/or your ability to send Time-Tokens, make withdrawals, or remove financial Information). In order to contact us to request information in connection with a Wallet(-account) limitation, hold or reserve, please use the [Contact Us](#) link available on our website.
- b) We may contact Users who have purchased live timed-services from you, contact your bank or credit card issuer, and/or warn other Users, law enforcement, or impacted third parties of your actions;
- c) We may update and correct any inaccurate Information you provided us;
- d) We may refuse to provide the **PayLive®** Services to you in the future;
- e) We may hold your Balance for up to 180 Days if reasonably needed to protect against the risk of liability or if you have violated our Acceptable Use Policy;
- f) We may take legal action against you; and
- g) If you violate the **PayLive®** Acceptable Use Policy, then in addition to the above actions, you will be liable to for the amount of **PayLive®**'s damages caused by your violation of the Acceptable Use Policy. You acknowledge and agree that \$3,500.00 USD per violation of the Acceptable Use Policy is presently a reasonable minimum estimate of **PayLive®**'s actual damages considering all currently existing circumstances, including the relationship of the sum to the range of harm to **PayLive®** that reasonably could be anticipated because, due to the nature of the violations of the Acceptable Use Policy, actual damages would be impractical or extremely difficult to calculate.

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PayLive® may deduct such damages directly from any existing Balance in the offending Wallet(-account) or any other Wallet(-account) you control.

- h) **PayLive®**, in its sole discretion, reserves the right to terminate this Agreement, access to its website, or access to the **PayLive®** Services for any reason and at any time upon notice to you and refund to you of any unrestricted Time-Tokens held in your Balance.

Actions by PayLive® - Court Orders or Other Legal Process

PayLive®, in its sole discretion, may take various actions including placing a hold, Reserve, or other limitation on your Wallet(-account) or the funds in it and/or releasing any or all of your funds in the event it receives notice of a court order or other legal process that restricts the use of or access to your funds or requires their release. **PayLive®** will give notice of a hold, Reserve, or limitation it makes to comply with a court order or other legal process, unless the court order or other process directs that **PayLive®** not provide you notice, in which case the court order or other process supersedes any notice obligation **PayLive®** has undertaken or agreed to under the terms of this Agreement. **PayLive®** has no obligation to contest or appeal from any such order or process. Holds, Reserves, or limitations on your Wallet(-account) that are placed in response to a court order or other legal process may be maintained longer than 180 Days. **PayLive®** will decide in its sole discretion the appropriate scope of a hold, Reserve, and/or limitation to assure compliance with a court order or other legal process.

Additionally, in the event **PayLive®** receives notice of a garnishment or equivalent legal process directing the restraint of funds in your Wallet(-account) or directing transfer of funds from your Wallet(-account) to the court or another third party, **PayLive®** may limit your Wallet(-account) and hold the funds in it for up to 180 days, and may disburse funds from your Wallet(-account), as needed, for the purpose of resolving any Dispute, Claim, Chargeback, or Reversal.

Actions by PayLive® - Holds

- a) **Risk-Based Holds.** **PayLive®**, in its sole discretion, may place a hold on any or all of the Time-Value DATA transference you receive when **PayLive®** believes there may be a high level of risk associated with you, your Wallet(-account), or any or all of your transactions. **PayLive®**'s determination may be based on a number of different factors and **PayLive®** may rely on information it receives from its third party partners. If **PayLive®** places a hold on a data exchange/transfer, the funds will appear in your "Pending Balance" and the transfer status will show as "Completed - Funds not yet available". If **PayLive®** places a hold on any or all of the Time-Value DATA transference you receive, **PayLive®** will provide you with notice of our actions. **PayLive®** will release the hold on any transfer after 21 Days from the date the transfer was received into your Wallet(-account) unless you receive a Dispute, Claim, Chargeback, or Reversal or **PayLive®** has taken another action permitted under this Section 1.6. If you receive a Dispute, Claim, Chargeback, or Reversal, **PayLive®** may continue holding the transfer in your Wallet(-account) until the matter is resolved pursuant to this Agreement.
- b) **Disputed Transaction Holds.** If a User files a Dispute, Claim, Chargeback or Reversal on a transfer you received, **PayLive®** may place a temporary hold on the funds in your Wallet(-account) to cover the amount of the liability. If you win the dispute, **PayLive®** will lift the temporary hold. If you lose the dispute, **PayLive®** will remove the funds from your Wallet(-account).

1.6.2. Actions by PayLive © - Reserves

PayLive®, in its sole discretion, may place a Reserve on funds held in your Wallet(-account) when **PayLive®** believes there may be a high level of risk associated with your Wallet(-account). If **PayLive®** places a Reserve on funds in your Wallet(-account), they will be shown as "pending" in your Balance. If your Wallet(-account) is subject to a Reserve, **PayLive®** will provide you with notice specifying the terms of the Reserve. The terms may require that a certain percentage of the amounts received into your Wallet(-account) are held for a certain period of time, or that a certain amount of Time-Tokens is held in reserve, or anything else that **PayLive®** determines is necessary to protect against the risk associated with your Wallet(-account). **PayLive®** may change the terms of the Reserve at any time by providing you with notice of the new terms.

1.6.3. Actions by PayLive © - Wallet(-account) Closure, Termination of Service, Limited Wallet(-account) Access; Confidential Criteria

If we close your Wallet(-account) or terminate your use of the **PayLive®** Services for any reason, we will provide you with notice of our actions. Except as expressly provided otherwise in this Agreement, if we limit access to your Wallet(-account), including through a Reserve or hold, we will provide you with notice of our actions; we will also provide you with an opportunity to request restoration of access if, in our sole discretion, we deem it appropriate. Furthermore, you acknowledge that **PayLive®**'s decision to take certain actions, including limiting access to your Wallet(-account) by

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placing holds or imposing Reserves, may be based on confidential criteria that are essential to our management of risk and the security of Users' Wallet(-account)s and the **PayLive®** system. You agree that **PayLive®** is under no obligation to disclose the details of its risk management or security procedures to you.

1.7. PROTECTION FOR USERS

1.7.1. Protection for Sellers

PayLive® is only an electronic Data transference system that acts solely as an intermediary between Buyers/Sponsors and Sellers offering and purchasing online live timed-services. Therefore, **PayLive®** can offer no guarantee to Sellers regarding any claims or legal actions initiated by unsatisfied Buyers / Sponsors. However, Sellers are protected due to the fact that they have control on a live basis over the transactions made in use of the **PayLive®** system, since they: (i) have the prerogative to set the time-unit and price for their live timed-services, (ii) are free to instantly start and stop the services being offered; and (iii) have access to certain relevant information on the Buyer/Sponsors, such as name, id number, nationality and form of contact.

1.7.2. Protection for Buyers and Sponsors

PayLive® enables Buyers / Sponsors to have absolute control over the purchases they make in use of our electronic Data transference service, by clicking on/off on their Pt-APP, (action which enables and disables the transfer of Time-Tokens from their Wallet(-account)), and therefore they are protected on a live basis.

PayLive® is only an electronic Data transference service system that acts solely as an intermediary between Buyers/Sponsors and Sellers offering and purchasing online live timed-services. Therefore, **PayLive®** is not responsible and can offer NO guarantee to the Buyers/Sponsors regarding the nature and quality of the services offered by any Seller. Although in order to avoid any fraud, abuse or illegal activity we investigate the information provided by any Seller that uses **PayLive®** electronic Data transference services, we highly encourage Buyers/Sponsors to thoroughly investigate the identity of any Seller and authenticity of the services offered, before choosing to make a purchase.

1.8. RESOLUTION PROCEDURES FOR UNAUTHORIZED TRANSACTIONS AND OTHER ERRORS

1.8.1. Protection for Unauthorized Transactions and Other Errors

An "**Unauthorized Transaction**" is a type of error that occurs when Time-Tokens are sent from your Wallet(-account) without having been authorized by you. If you give someone access to your Wallet(-account) (by giving them your login information) and they conduct transactions without your knowledge or permission, you are responsible for any resulting use because such transactions are not considered Unauthorized Transactions. If you detect any unauthorized use of your Wallet(-account), or any breach in security concerning private information linked to your **PayLive®** account, or suspect of identity theft, you are responsible for immediately notifying **PayLive®** in order for us to instantly block your account until the alleged problem is thoroughly investigated and resolved.

If an Unauthorized Transaction occurs because of a mistake, error or negligence that can be fully and exclusively attributed to **PayLive®**, **PayLive®** will be responsible for reimbursing the corresponding Time-Tokens to the affected user-Buyer/Sponsor. On the contrary, if the Unauthorized Transaction is due to an error attributed to the user or any third party not associated with **PayLive®**, **PayLive®** will not be held responsible for any losses of Time-Tokens.

In addition, "**Other Errors**" occur when Time-Tokens are either incorrectly taken from your Wallet(-account) or incorrectly placed into your Wallet(-account), or when transactions are incorrectly recorded in your Wallet(-account). Other Errors are limited to the following events: (i) If you send a transfer and it is incorrectly debited from your Wallet(-account); (ii) If an incorrect amount is credited to your Wallet(-account); (iii) If a transaction is missing from or not properly identified in your Wallet(-account) statement; (iv) If there is a computational or mathematical error by **PayLive®**. If these errors can be attributed fully and exclusively to **PayLive®**, then **PayLive®** will be responsible for reimbursing the missing, miscalculated or wrongfully transferred Time-Tokens back to their rightful owner. This process may take up to 90 days, depending on the complexity of the investigations and internal procedures required.

For the sole purpose of reestablishing the appropriate balance in business transactions made in the use of **PayLive®** electronic Data transference services, and therefore return the misplaced Time-Tokens to their rightful owner, **PayLive®** reserves the right to debit and credit Time-Tokens from and to any user's Wallet(-account)s when an event cataloged as Other Error has occurred. This means that if a Buyer / Sponsor accessed a service/content meant to cost 100 ₺, and by mistake only 70 ₺ were debited from his Wallet(-account), then **PayLive®** reserves the right to debit the additional 30 ₺ from the Buyer's / Sponsor's Wallet(-account) and deposit them into the Seller's Wallet-account. In such events, **PayLive®** will notify you of its actions via email, and you have the right to demand any additional

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information or to present a formal complaint in case you disagree with **PayLive®** actions and wish to demand further investigation on the matter.

1.8.2. Notification Requirements

- a) You should immediately notify **PayLive®** if you believe:
- There has been an Unauthorized Transaction, unauthorized access to your Wallet(-account), or the occurrence of an Other Error;
 - There is an error in your Wallet(-account) statement (you can access your Wallet(-account) statement by logging into your Wallet(-account)) or your transaction confirmation sent to you by email;
 - Your password or **PayLive®** Mobile PIN has been compromised;
 - You need more information about a transaction listed on the statement or transaction confirmation.
- b) To be eligible for protection for Unauthorized Transactions or Other Errors in your Wallet(-account), you must notify us within 72 hours after any Unauthorized Transaction or Other Error first appears in your Wallet(-account) statement. You should regularly log into your Wallet(-account) and review your Wallet(-account) statement to ensure that there has not been an Unauthorized Transaction or Other Error. **PayLive®** will also send an email to the primary email address you have provided in order to notify you of each transaction from your Wallet(-account), unless you have opted out of receiving certain notifications. You should also review all transaction notifications to ensure they're authorized and accurate.

For Unauthorized Transactions or Other Errors in your Wallet(-account), notify us by writing to **PayLive®** at "6020 NW 99TH AVE, UNIT 107, DORAL, FL 33178". When you notify us, provide us with all of the following information:

- Your name and email address registered to your Wallet(-account);
- A description of any suspected Unauthorized Transaction or Other Error and an explanation as to why you believe it is incorrect or why you need more information to identify the transaction; and
- The amount of any suspected Unauthorized Transaction or Other Error (quantity of Time-Tokens).

If you notify us orally, we may require that you send us your complaint or question in writing within 10 Business Days. During the course of our investigation, we may request additional information from you.

1.8.3. PayLive® Actions after Receipt of Your Notification

Once you notify us of any suspected Unauthorized Transaction or Other Error, or we otherwise learn of one, we will do the following:

- We will conduct an investigation to determine whether there has been an Unauthorized Transaction or Other Error that is eligible for protection.
- We will complete our investigation within 10 Business Days of the date we received your notification of the suspected Unauthorized Transaction or Other Error. If your Wallet(-account) is new (the first transaction from your Wallet(-account) was less than 30 Business Days from the date you notify us of the suspected Error), we may take up to 20 Business Days to complete this investigation. If we need more time, we may take up to 45 Days to complete our investigation (or up to 90 Days for new Wallet(-account)s or a foreign initiated transaction).

If we determine that there was an error, we will promptly credit the full amount of the error into your Wallet(-account) within 3 Business Days of our determination. Or, if you have already received a provisional credit, you will be allowed to retain those amounts.

If we decide that there was not an error, we will include an explanation of our decision in our email to you. If you received a provisional credit, we will remove it from your Wallet(-account) and notify you of the date and amount of the debit. You may request copies of the documents that we used in our investigation.

1.8.4. PayLive® Processing Errors

We will rectify any processing error that we discover. If the error results in your receipt of less than the correct amount to which you are entitled, **PayLive®** will credit your Wallet(-account) for the difference. If the error results in your receipt of more than the correct amount to which you are entitled, **PayLive®** will debit the extra funds from your Wallet(-account). If the error resulted in our not completing a transaction on time or in the correct amount, we will be liable for your losses or damages directly caused by this failure, unless: (a) through no fault of ours, you did not have enough available funds to complete the transaction, (b) our system was not working properly and you knew about the

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breakdown when you started the transaction, or (c) circumstances beyond our control (such as fire, flood or loss of Internet connection) prevented the transaction, despite our reasonable precautions.

1.9. DISPUTES WITH PAYLIVE®

You and **PayLive®** agree that any claim or dispute at law or equity that has arisen or may arise between us will be resolved in accordance with the provisions set forth in this Section. Please read this Section carefully since it affects your rights and will impact how claims you and we have against each other are resolved.

1.9.1. Applicable Law

You agree that the laws of the State of Florida, without regard to principles of conflict of laws, will govern this User Agreement and any claim or dispute that has arisen or may arise between you and **PayLive®**, except as otherwise stated in this User Agreement.

1.9.2. Agreement to Arbitrate

You and **PayLive®** each agree that any and all disputes or claims that have arisen or may arise between you and **PayLive®** shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

a) Prohibition of Class and Representative Actions and Non-Individualized Relief.

You and **PayLive®** 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 **PayLive®** 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 **PayLive®** users.

b) Arbitration Procedures.

Arbitration is a more informal way of resolving conflicts 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 must follow the terms of this User Agreement as a court would.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org. A form for initiating arbitration proceedings is available on the AAA's website at <http://www.adr.org>.

The arbitration 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 USD or less, you or **PayLive®** may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and **PayLive®**, subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by you and/or **PayLive®**, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Florida, 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 **PayLive®** users, but is bound by rulings in prior arbitrations involving the same **PayLive®** 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.

c) 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 USD or less, at your request, **PayLive®** will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by **PayLive®** should be submitted by mail to the AAA along with your Demand for Arbitration and **PayLive®** will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than \$10,000 USD, and you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of

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litigation, **PayLive®** will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse **PayLive®** for all fees associated with the arbitration paid by **PayLive®** on your behalf that you otherwise would be obligated to pay under the AAA's rules.

d) **Severability.**

With the exception of any of the provisions in subsection (a) of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if a 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 a court decides that any of the provisions in subsection (a) 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 User Agreement, including all other provisions of Section 14 (Disputes with **PayLive®**), will continue to apply.

e) **Opt-Out Procedure.**

You can choose to reject this Agreement to arbitrate ("opt out") by mailing us a written opt-out notice ("Opt-Out Notice"). For new **PayLive®** users, 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 **PayLive®** Inc. o the following address: "Attn: Litigation Department, 6020 NW 99TH AVE, UNIT 107, DORAL, FL 33178".

The Opt-Out Notice must state that you do not agree to this Agreement to Arbitrate and must include your name, address, phone number, and the email address used to log in to the **PayLive®** Wallet(-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 User Agreement, including all other provisions of Section 1.10 (Disputes with **PayLive®**), will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

f) **Future Changes to the Agreement to Arbitrate.**

Notwithstanding any provision in the User Agreement to the contrary, you and we agree that if we make any change to this Agreement to Arbitrate (other than a change to any notice address or website link provided herein) in the future, that change shall not apply to any claim that was filed in a legal proceeding against **PayLive®** prior to the effective date of the change. Moreover, if we seek to terminate the Agreement to Arbitrate as included in the User Agreement, any such termination shall not be effective until 30 days after the version of the User Agreement not containing the Agreement to Arbitrate is posted to <https://www.PayLive.com>, and shall not be effective as to any claim that was filed in a legal proceeding against **PayLive®** prior to the effective date of termination.

1.9.3. Insolvency Proceedings

If any proceeding by or against you is commenced under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, **PayLive®** will be entitled to recover all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the enforcement of this Agreement.

1.9.4. No Waiver

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.

1.9.5. Indemnification

You agree to defend, indemnify and hold **PayLive®**, our parent, Affiliates and the officers, directors, agents, joint ventures, employees and suppliers, harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement, your improper use of the **PayLive®** Services, and/or your violation of any law or the rights of a third party.

1.9.6. Assumption of Rights

If **PayLive®** pays out a Claim, Reversal or Chargeback that you file against a recipient of your electronic Data transfer, you agree that **PayLive®** assumes your rights against the recipient and third parties related to the transfer, and may pursue those rights directly or on your behalf, at **PayLive®**'s discretion.

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1.9.7. Release of PayLive®

If you have a dispute with one or more Users, you release **PayLive®** (and our parent, our Affiliates, and their respective officers, directors, agents, joint ventures, employees and suppliers) from any and all 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 that you may know or suspect to exist in your favor at the time of agreeing to this release.

1.10. GENERAL PROVISIONS

1.10.1. Limitations of Liability

In no event shall we, our parent and affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of **PayLive®**, be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our website, the **PayLive®** services, or this agreement (however arising, including negligence). Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you. Our liability, and the liability of our parent and affiliates, and ours and their respective officers, directors, agents, joint ventures, employees and suppliers, to you or any third parties in any circumstance is limited to the actual amount of direct damages. In addition, to the extent permitted by applicable law, **PayLive®**, our parent, and affiliates, and their respective officers, directors, agents, joint ventures, employees, and suppliers are not liable, and you agree not to hold these parties responsible, for any damages or losses (including, but not limited to, loss of Time-Tokens, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (1) your use of or your inability to use **PayLive®**'s sites and services; (2) delays or disruptions in **PayLive®**'s sites and services; (3) viruses or other malicious software obtained by accessing **PayLive®**'s sites or services or any site or service linked to **PayLive®**'s sites or services; (4) glitches, bugs, errors, or inaccuracies of any kind in **PayLive®**'s sites or services or in the information and graphics obtained from them; (5) the content, actions, or inactions of third parties; (6) a suspension or other action taken with respect to your Wallet(-account); (7) 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 **PayLive®**'s policies. **PayLive®** reserves the right to modify its policies and this user agreement at any time consistent with the provisions outlined herein.

1.10.2. No warranty

The **PayLive®** services are provided "as is" and without any representation of warranty, whether express, implied or statutory. **PayLive®**, our parent and affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of **PayLive®**, our parent or our affiliates, specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. **PayLive®** does not have any control over the products or services that are paid for with the **PayLive®** Services and **PayLive®** cannot ensure that a Buyer/Sponsor or a Seller you are dealing with will actually complete the transaction or is authorized to do so. **PayLive®** does not guarantee continuous, uninterrupted or secure access to any part of the **PayLive®** Services, and operation of our site may be interfered with by numerous factors outside of our control. **PayLive®** will make reasonable efforts to ensure that requests for electronic debits and credits involving Wallet(-account)s are processed in a timely manner, but **PayLive®** makes no representations or warranties regarding the amount of time needed to complete processing because the **PayLive®** Services are dependent upon many factors outside of our control. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from state to state.

1.10.3. License Grant

If you are using **PayLive®** software such as an API, developer's toolkit or other software application that you have downloaded to your computer, device, or other platform, then **PayLive®** grants you a revocable, non-exclusive, non-transferable license to use **PayLive®**'s software in accordance with the documentation. This license grant includes the software and all updates, upgrades, new versions and replacement software for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all **PayLive®** documentation accompanying the **PayLive®** Services. If you do not comply with **PayLive®**'s implementation and use requirements, you will be liable for all resulting damages suffered by you, **PayLive®** and third parties. **PayLive®** may change or discontinue any APIs upon notice to you. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software. You acknowledge that all rights, title and interest to **PayLive®**'s software are owned by **PayLive®**. Any third party software application you use on the **PayLive®** website is subject to the license you agreed to with the third party that provides you with this software. **PayLive®** does not own,

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control nor have any responsibility or liability for any third party software application you elect to use on the **PayLive®** website and/or in connection with the **PayLive®** Services. If you are using the **PayLive®** Services on the **PayLive®** website, or other website or platform hosted by **PayLive®**, or a third party, and are not downloading **PayLive®**'s software or using third party software applications on the **PayLive®** website, then this section does not apply to your use of the hosted **PayLive®** Services.

1.10.4. Complete Agreement

This Agreement, along with any applicable policies and agreements on the [Legal Agreements](#) page on the **PayLive®** website, sets forth the entire understanding between you and **PayLive®** with respect to the **PayLive®** Services. Sections 1.2 (Our Relationship with You), 1.3.9 (Closing Your Wallet(-account)), 1.4 (Fees), 1.6 (Your Liability - Actions We May Take), 1.10 (Disputes with **PayLive®**), 1.11 (General Provisions), and 1.12 (Definitions), as well as any other terms which by their nature should survive, will survive the termination of this Agreement. Unless stated otherwise in this Agreement, if any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

1.10.5. Translated Agreement

Any translation of this Agreement is provided solely for your convenience and is not intended to modify the terms of this Agreement. In the event of a conflict between the English version of this Agreement and a version in a language other than English, the English version shall apply.

1.11. OUR RELATIONSHIP WITH YOU

Protecting your privacy is very important to **PayLive®**. Please review our [Privacy Policy](#) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your Information.

1.11.1. Privacy of Others; Marketing

If you receive Information about another User through the **PayLive®** Services, you must keep the Information confidential and only use it in connection with the **PayLive®** Services.

You may not disclose or distribute any of the User's Information to a third party or use the Information for marketing purposes, unless you receive the User's express consent to do so.

You may not send unsolicited email to a User or use the **PayLive®** Services to collect Time-Value DATA transference for sending, or assisting in sending, unsolicited email to third parties.

1.11.2. Intellectual Property

"PayLive.com", and all logos/slogans related to the **PayLive®** Services are either trademarks or registered trademarks of PAYLIVE Inc. or the PAYLIVE licensors. You may not copy, imitate or use them without PAYLIVE's prior written consent. In addition, all page headers, custom graphics and button icons, are service marks, trademarks, and/or trade dress belonging exclusively to **PayLive®**. You may not copy, imitate, or use them without our prior written consent. You may use HTML logos provided by **PayLive®** through our services, auction tools features or affiliate programs without prior written consent for the sole purpose of directing web traffic to the **PayLive®** Services.

You may not alter, modify or change these HTML logos or in any way use them in a manner that is disparaging to **PayLive®**, or display them in any manner that implies **PayLive®**'s sponsorship or endorsement.

All rights, titles and interests in and to the **PayLive®** website, any content thereon, the **PayLive®** Services, the technology related to the **PayLive®** Services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of PAYLIVE Inc. and its licensors.

1.11.3. Assignment

You may not transfer or assign any rights or obligations you have under this Agreement without **PayLive®**'s prior written consent. **PayLive®** reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

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1.11.4. Password Security and Keeping Your Email and mailing Addresses Current

You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access the **PayLive®** Services. You are responsible for keeping your mailing address and email address up to date in your Wallet(-account) Profile.

1.11.5. Notices to You

You agree that **PayLive®** may provide you with Communications about your Wallet(-account) and the **PayLive®** Services electronically, as described in our Electronic Communications Delivery Policy. Any electronic Communications will be considered to be received by you within 24 hours after the time we post it to our website or email it to you. Any Communications sent to you by postal mail will be considered to be received by you 3 Business Days after we send it.

1.11.6. Notifications from You to PayLive®

Except as otherwise stated above in the Electronic Communications Delivery Policy, any notice to **PayLive®** must be sent by postal mail to: "**PayLive®** Inc., Attention: Legal Department, 6020 NW 99 AVE, UNIT 107, DORAL, FL 33178."

1.11.7. Calls to You; Mobile Telephone Numbers

By providing **PayLive®** with your telephone number (including a mobile telephone number), you agree to receive autodialed and pre-recorded message calls at that number. The ways in which you provide us with a telephone number include, but are not limited to: providing a telephone number during your Wallet(-account) opening, adding a telephone number to your Wallet(-account) at a later time, providing it to one of our employees, or by contacting us from that phone number. If a telephone number provided to us is a mobile telephone number, you consent to receive SMS or text messages at that number.

We won't share your phone number with non-affiliated third parties for their purposes without your consent, but may share your phone numbers with our Family of Companies or with our service providers, such as billing or collections companies, who may contact you using autodialed or prerecorded message calls or text messages. Standard telephone minute and text charges may apply if we contact you.

1.11.8. Recording Calls

You understand and agree that **PayLive®** may, without further notice or warning and at our discretion, monitor or record telephone conversations you or anyone acting on your behalf has with **PayLive®** or its agents, this for quality control and training purposes or for our own protection. You acknowledge and understand that, while your communications with **PayLive®** may be overheard, monitored, or recorded without further notice or warning, not all telephone lines or calls may be recorded by **PayLive®**, and **PayLive®** does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

1.12. CLOSING YOUR WALLET(-ACCOUNT)

1.12.1. How to Close Your Wallet(-account)

You may close your Wallet(-account) at any time by following the instructions in your Wallet(-account) Profile. Upon Wallet(-account) closure, we will cancel any pending transactions and you will forfeit any Balances associated with Redemption Codes, unless otherwise legally prohibited. You must withdraw your Balance prior to closing your Wallet(-account). If you have a pending data transference, we will not close your Wallet(-account) until that transfer has been made, but we may limit your ability to make additional transactions using your Wallet(-account).

Limitations on Closing Your Wallet(-account)

You may not close your Wallet(-account) to evade an investigation. If you attempt to close your Wallet(-account) while we are conducting an investigation, we may hold your Balance for up to 180 Days to protect **PayLive®**, its affiliates, or a third party against the risk of Reversals, Chargebacks, Claims, fees, fines, penalties and other liability. You will remain liable for all obligations related to your Wallet(-account) even after the Wallet(-account) is closed.

Handling of Dormant Wallet(-account)s

If you do not log in to your Wallet(-account) for three (3) or more years, **PayLive®** may close your Wallet(-account) and send the Balance to your primary address or, if required, send your Balance to your state of residency. **PayLive®** will determine your residency based on the state listed in your primary address. If your address is unknown or registered

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in a foreign country, your Balance will be sent to the state of Florida. Where required, **PayLive®** will send you a notice prior to closing your Wallet(-account). If you fail to respond to this notice, your Balance will be sent to the applicable state. If you would like to claim any seized Balance from the state, please contact your state's Unclaimed Property Administrator.

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2. SERVICE-SPECIFIC AGREEMENTS

2.1. INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS

2.1.1. Protection for Unauthorized Transactions and Other Errors

An **"Unauthorized Transaction"** is a type of error that occurs when Time-Tokens (₪) are sent from your Wallet(-account) without having been authorized by you. If you give someone access to your Wallet(-account) (by giving them your login information) and they conduct transactions without your knowledge or permission, you are responsible for any resulting use because such transactions are not considered Unauthorized Transactions. If you detect any unauthorized use of your Wallet(-account), or any breach in security concerning private information linked to your **PayLive®** Wallet(-account), or suspect of identity theft, you are responsible for immediately notifying **PayLive®** in order for us to instantly block your Wallet(-account) until the alleged problem is thoroughly investigated and resolved.

If an Unauthorized Transaction occurs because of a mistake, error or negligence that can be fully and exclusively attributed to **PayLive®**, **PayLive®** will be responsible for reimbursing the corresponding Time-Tokens (₪) to the affected user. On the contrary, if the Unauthorized Transaction is due to an error attributed to the user or any third party not associated with **PayLive®**, **PayLive®** will not be held responsible for any losses of Time-Tokens (₪).

In addition, **"Other Errors"** occur when Time-Tokens (₪) are either incorrectly taken from your Wallet(-account) or incorrectly placed into your Wallet(-account), or when transactions are incorrectly recorded in your Wallet(-account). Other Errors are limited to the following events: (i) If you send an electronic data transfer and it is incorrectly debited from your Wallet(-account); (ii) If an incorrect amount is credited to your Wallet(-account); (iii) If a transaction is missing from or not properly identified in your Wallet(-account) statement; (iv) If there is a computational or mathematical error by **PayLive®**. If these errors can be attributed fully and exclusively to **PayLive®**, then **PayLive®** will be responsible for reimbursing the missing, miscalculated or wrongfully transferred Time-Tokens (₪) back to their rightful owner. This process may take up to 90 days, depending on the complexity of the investigations and internal procedures required.

For the sole purpose of reestablishing the appropriate balance in business transactions made in the use of **PayLive®** electronic data exchange services, and therefore return the misplaced Time-Tokens (₪) to their rightful owner, **PayLive®** reserves the right to debit and credit Time-Tokens (₪) from and to any user's Wallet(-account)s when an event cataloged as "Other Error" has occurred. This means that if a buyer accessed a service/content meant to cost 100 ₪, and by mistake only 70 ₪ were debited from his Wallet(-account), then **PayLive®** reserves the right to debit the additional 30 ₪ from the buyer's Wallet(-account) and deposit them into the seller's Wallet(-account). In such events, **PayLive®** will notify you of its actions via email, and you have the right to demand any additional information or to present a formal complaint in case you disagree with **PayLive®** actions and wish to demand further investigation on the matter.

2.1.2. Notification Requirements

You should immediately notify **PayLive®** if you believe:

- There has been an Unauthorized Transaction, unauthorized access to your Wallet(-account), or the occurrence of an Other Error;
- There is an error in your Wallet(-account) statement (you can access your Wallet(-account) statement by logging into your Wallet(-account)) or your transaction confirmation sent to you by email;
- Your password or **PayLive®** Mobile PIN has been compromised;
- You need more information about a transaction listed on the statement or transaction confirmation.

To be eligible for protection for Unauthorized Transactions or Other Errors in your Wallet(-account), you must notify us within 72 hours after any Unauthorized Transaction or Other Error first appears in your Wallet(-account) statement. You should regularly log into your Wallet(-account) and review your Wallet(-account) statement to ensure that there has not been an Unauthorized Transaction or Other Error. **PayLive®** will also send an email to the primary email address you have provided in order to notify you of each transaction from your Wallet(-account), unless you have opted out of receiving certain notifications. You should also review all transaction notifications to ensure they're authorized and accurate.

For Unauthorized Transactions or Other Errors in your Wallet(-account), notify us by writing to **PayLive®** at "6020 NW 99TH AVE, UNIT 107, DORAL, FL 33178". When you notify us, provide us with all of the following information:

- Your name and email address registered to your Wallet(-account);
- A description of any suspected Unauthorized Transaction or Other Error and an explanation as to why you believe it is incorrect or why you need more information to identify the transaction; and
- The amount of any suspected Unauthorized Transaction or Other Error (number of Time-Tokens).

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If you notify us orally, we may require that you send us your complaint or question in writing within 10 Business Days. During the course of our investigation, we may request additional information from you.

2.1.3. PayLive® Actions after Receipt of Your Notification

Once you notify us of any suspected Unauthorized Transaction or Other Error, or we otherwise learn of one, we will do the following:

- We will conduct an investigation to determine whether there has been an Unauthorized Transaction or Other Error that is eligible for protection.
- We will complete our investigation within 10 Business Days of the date we received your notification of the suspected Unauthorized Transaction or Other Error. If your Wallet(-account) is new (the first transaction from your Wallet(-account) was less than 30 Business Days from the date you notify us of the suspected Error), we may take up to 20 Business Days to complete this investigation. If we need more time, we may take up to 45 Days to complete our investigation (or up to 90 Days for new Wallet(-account)s or a foreign initiated transaction).

If we determine that there was an error, we will promptly credit the full amount of the error into your Wallet(-account) within 3 Business Days of our determination. Or, if you have already received a provisional credit, you will be allowed to retain those amounts.

If we decide that there was not an error, we will include an explanation of our decision in our email to you. If you received a provisional credit, we will remove it from your Wallet(-account) and notify you of the date and amount of the debit. You may request copies of the documents that we used in our investigation.

2.1.4. PayLive® Processing Errors

We will rectify any processing error that we discover. If the error results in your receipt of less than the correct amount to which you are entitled, **PayLive®** will credit your Wallet(-account) for the difference. If the error results in your receipt of more than the correct amount to which you are entitled, **PayLive®** will debit the extra funds from your Wallet(-account). If the error resulted in our not completing a transaction on time or in the correct amount, we will be liable for your losses or damages directly caused by this failure, unless: (a) through no fault of ours, you did not have enough available funds to complete the transaction, (b) our system was not working properly and you knew about the breakdown when you started the transaction, or (c) circumstances beyond our control (such as fire, flood or loss of Internet connection) prevented the transaction, despite our reasonable precautions.

2.1.5. English Language Controls

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

2.2. ARBITRATION

Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) your Wallet(-account); iii) your purchase through our services; iv) your usage of the **PayLive®** services; v) the amount of available funds in your Wallet(-account)s (Time-Tokens); vi) advertisements, promotions or oral or written statements related to the our services, as well as contents or services purchased with **PayLive®**; or vii) the benefits and services related to the **PayLive®** system; no matter how described, pleaded or styled, shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. If this Section conflicts in any way with the "Disputes with **PayLive®**" section of the **PayLive®** User Agreement, this Section will control with respect to any Claim. Specifically, you agree that this Section applies to all Claims described above instead of and in replacement to the following sections: "Arbitration", "Law and Forum for Disputes" and "Improperly Filed Litigation" of the **PayLive®** User Agreement. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16).

We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.

Arbitration of your claim is mandatory and binding. Neither party will have the right to litigate that claim through a court. In arbitration, neither party will have the right to a jury trial or to engage in discovery, except as provided for in the "AAA" code of procedure. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: AAA, at www.adr.org.

All determinations regarding the scope, interpretation, enforceability and validity of this Agreement shall be made final

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exclusively by the arbitrator, whose award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction. No class action, or other representative action or private attorney general action or joinder or consolidation of any claim with a claim of another person or class of claimants shall be allowable.

This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Wallet(-account) and the Time-Tokens contained in it, or any amounts owed on your account to any other person or entity; or iv) the closing of your Wallet(-account) for whatever reason. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE YOUR WALLET(-ACCOUNT), OR IF IT HAS ALREADY BEEN ACTIVATED, CLOSE IT. YOU MAY CLOSE YOUR ACCOUNT THROUGH OUR WEBSITE.

2.3. REPORTING INTELLECTUAL PROPERTY INFRINGEMENTS

We respect the intellectual property of others and require that all our users comply with relevant intellectual property laws. We may, in appropriate circumstances and at our discretion, limit or terminate use of any of the **PayLive®** Services for users who supply User Content that is subject to intellectual property rights claims.

2.4. No Warranty

The products and the **PayLive®** services and all accompanying documentation are provided to you on an "AS IS" basis, without any warranties, either express or implied, including without limitation any warranties of title, non-infringement, merchantability or fitness for a particular purpose. **PayLive®** makes no warranty that the **PayLive®** services will be continuous or error-free. **PayLive®** does not guarantee, represent or warrant that the **PayLive®** Services and related features that enable you to detect or minimize fraudulent transactions will discover or prevent all non-valid or fraudulent transactions. **PayLive®** is not responsible for any non-valid or fraudulent transactions that are processed.

2.5. RESERVES AND OTHER PROTECTIVE ACTIONS

If we believe there may be a high level of risk associated with your **PayLive®** Wallet(-account), we may take certain actions in connection with your Wallet(-account) and/or your use of the **PayLive®** Services.

- a) **Reserves:** **PayLive®**, in its sole discretion, may place a Reserve on funds (Time-Tokens) held in your **PayLive®** Wallet(-account) when **PayLive®** believes there may be a high level of risk associated with your Wallet(-account). If **PayLive®** places a Reserve on funds in your **PayLive®** Wallet(-account), they will be shown as "pending" in your **PayLive®** Balance. If your **PayLive®** Wallet(-account) is subject to a Reserve, **PayLive®** will provide you with notice specifying the terms of the reserve. The terms may require that a certain percentage of the amounts (Time-Tokens) available or received into your **PayLive®** Wallet(-account) be held for a certain period of time as a Reserve. **PayLive®** may change the terms of the Reserve at any time by providing you with notice of the new terms.
- b) **Additional Actions:** We may take other reasonable actions we determine are necessary to protect against the risk associated with your **PayLive®** Wallet(-account), including requesting additional collateral from you such as a letter of credit or a personal guarantee. **PayLive®** may contact your customers, on your behalf, in the event that **PayLive®** is investigating potential fraud.
- c) **Information:** In order to determine the risk associated with your **PayLive®** Wallet(-account), **PayLive®** may request at any time, and you agree to provide, any information about your business, operations or financial condition. We reserve the right to reassess your eligibility for any of our services if your business is materially different from the information you provided in your application.

2.6. TERMINATION

- a) **By User-Seller.** You may terminate your use of the **PayLive®** Services at any time.
- b) **By PayLive®.** **PayLive®** may terminate your use of the **PayLive®** Services if:
 - You fail to comply with the terms of, or are unable to perform your obligations under this Agreement or any of the **PayLive®** Agreements that apply to the **PayLive®** Services;
 - We decide, in our discretion, that you become ineligible for the **PayLive®** Services because there is a high level of risk associated with your **PayLive®** Wallet(-account) or for any other reason, or upon request by any competent legal authority.

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2.6.1. Effect of Termination

If your use of any **PayLive®** Product is terminated, your use of the **PayLive®** Services associated with that Product will immediately end. You agree to complete all pending transactions and stop accepting new transactions. If your use of any Product is terminated, you will not be refunded the remainder of the Fees that you have paid for such Product.

2.7. GENERAL

- a) Law and Forum for Disputes. Except as otherwise agreed by the parties or as described in section 1.10 of the **PayLive®** User Agreement, you agree that any claim or dispute you may have against **PayLive®** must be resolved by a court located in the city of Miami, Florida.
- b) Indemnification. You agree to defend, indemnify and hold **PayLive®**, its parent, officers, directors and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Products or the **PayLive®** Services.
- c) No Waiver. 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.
- d) Data Use. **PayLive®** shall have the right (i) to use the Data it receives from you as necessary to perform the **PayLive®** Services; (ii) to collect and process the Data subject to applicable law to use internally for record keeping, internal reporting, analytics, fraud detection and support purposes; (iii) to compile and disclose Data in the aggregate where your individual or user Data is not identifiable, including calculating Seller averages by region or type of service/content sold; and (iv) to provide the Data as required by the Card Companies, the Acquiring Banks, law or court order, or to defend **PayLive®**'s rights in a legal dispute.
- e) Complete Agreement. This Agreement, along with the **PayLive®** User Agreement and any applicable policies and agreements on the Legal Agreements section on the **PayLive®** website, sets forth the entire understanding between you and **PayLive®** with respect to the your use of the Products and Services offered by **PayLive®**. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

2.8. Representations and warranties

2.8.1. Authority

Each party represents and warrants that (a) it has full power and authority to enter into and perform this Agreement; and (b) its execution and performance of this Agreement does not violate, conflict with, or result in a material default under any other contract or agreement to which it is a party, or by which it is bound.

2.8.2. Compliance with Laws

You represent and warrant that you shall comply with all applicable privacy, consumer and other laws and regulations with respect to (i) provision, use and disclosure of the Data; (ii) dealings with the users providing the Data; and (iii) use of the **PayLive®** Services.

2.9. Disclaimer

The **PayLive®** services and software are provided hereunder on an "AS IS" basis without warranty of any kind and except as expressly stated herein, **PayLive®** disclaims all warranties and conditions, express, implied or statutory, including without limitation the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose with regards to the **PayLive®** services and software. **PayLive®** does not represent or warrant that the **PayLive®** services and software shall operate securely or without interruption.

2.10. Indemnification

You will defend, indemnify and hold harmless **PayLive®**, its affiliates, and its officers, directors, employees, and agents from any loss, damage, liability, claim, demand or cost (including reasonable attorneys' fees) ("Claim") made or incurred by any third party due to or arising out of (i) your breach of this Agreement; (ii) the sale or use of any content or services sold by you; (iii) your use of the **PayLive®** Services; or (iv) your negligence or misconduct.

2.11. Limitation of liability

In no event will **PayLive®**'s liability arising out of this agreement exceed the fees paid to **PayLive®** by you hereunder during the 12 month period immediately preceding the event that gave rise to the claim for damages. In no event will **PayLive®** or its licensors have any liability to Seller or any other party for any lost opportunity or profits, costs of

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procurement of substitute contents or services, or for any indirect, incidental, consequential, punitive or special damages arising out of this agreement, under any cause of action or theory of liability (including negligence), and whether or not **PayLive®** has been advised of the possibility of such damage. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy. The limitations set forth above shall be enforceable to the maximum extent allowed by applicable law.

2.12. Miscellaneous terms

2.12.1. Force Majeure

Neither Party shall be responsible for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, war, strikes, revolutions, lack or failure of internet services, laws or governmental regulations or other causes that are beyond the reasonable control of such Party. Obligations hereunder, however, shall in not be excused but shall be suspended only until the cessation of any cause of such failure.

2.12.2. Entire Agreement and Modification

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior oral, written, or online agreements. Except as otherwise provided for herein, any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by the Parties. This Agreement does not govern your use of the **PayLive®** electronic data exchange services or your **PayLive®** Wallet(-account). Your **PayLive®** Wallet(-account) and/or your use of any **PayLive®** electronic data exchange services shall be governed by the online **PayLive®** User Agreement and any other agreement you agree to in connection with such Wallet(-account) and/or your use of such **PayLive®** Services.

2.12.3. Severability

If any provision of this Agreement shall be held illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

2.12.4. Assignment; No Waiver

This Agreement binds and is for the benefit of the successors and permitted assigns of each Party. You may not assign this Agreement or any rights under it, in whole or in part, without **PayLive®**'s prior written consent. Any attempt to assign this Agreement other than as permitted above will be null and void. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

2.12.5. Governing Law and Jury Trial Waiver

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, U.S.A., except for its conflicts of laws principles. The Parties consent to the exclusive jurisdiction of, and venue in, the state and federal courts in Miami, Florida. **PayLive®** and merchant irrevocably waive any and all rights they may have to a trial by jury in any judicial proceeding involving any claim relating to or arising under this agreement.

2.12.6. Survival

Sections, which by their nature survive, shall survive any termination or expiration of this Agreement in accordance with their terms.

2.12.7. Notices

Except as otherwise expressly stated in this Agreement, all notices to **PayLive®** shall be in writing and delivered, via courier or certified or registered mail, to "**PayLive®** Inc. at 6020 NW 99 AVE, UNIT 207, DORAL, FL 33178" or any other address provided by **PayLive®**. All notices to you shall be delivered to your e-mail address as provided by you in your Wallet(-account) information. Unless you choose to opt-out of receiving marketing notices, you authorize **PayLive®** to notify you as our customer, via commercial e-mails, telephone calls and other means of communication, of information that we deem is of tential interest to you, including without limitation communications describing upgrades, new products and services or other information pertaining to the **PayLive®** Services or other **PayLive®** offerings relating to Internet security. Notwithstanding the above, you shall not have the right to opt-out of service or support notices relating to the **PayLive®** Services, including without limitation, notices of service modifications, security, performance issues or technical difficulties.

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2.12.8. Headings

The section headings appearing in the Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

2.12.9. Relationship of the Parties

The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency, or joint venture.

2.12.10. Non-disparagements; Publicity

During the term of the Agreement, neither party will disparage the other party or the other party's trademarks, web sites, products or services, or display any such items in a derogatory or negative manner on any web site or in any public forum or press release. All media releases, public announcements or public disclosures (including, but not limited to, promotional or marketing material) by either Party relating to this Agreement are prohibited without the prior written consent of both Parties.

2.12.11. Expenses

Except as otherwise specified herein or as otherwise mutually agreed upon by the Parties, each Party will bear its own costs of performing under this Agreement.

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3. DEFINITIONS

- **"Wallet(-account)"** refers to a Personal, Company, Institution or Government **PayLive®** Wallet(-account).
- **"Wallet(-account) Profile"** means the location on our website where you can, after logging in, view and manage your profile, including your personal information, electronic Data transfer \ details, preapproved transfer authorizations, your selling tools, and your Wallet(-account) settings including your notification preferences and API Access permissions.
- **Time-Tokens (symbol: ₣)** consist of **PayLive® 'smart time-value-info electronic data'** and commercial name ®.
- **"Add Funds"** means your ability to add Time-Tokens into your Wallet(-account) through a **PayLive®** hosted flow (and not from a third party website).
- **"Affiliate", "Affiliated Company" or "Family of Companies"** are companies that are direct or indirect subsidiaries of **PayLive Inc.** or are otherwise related to **PayLive®** through common ownership or control.
- **"Agreement"** refers to this contract, including all subsequent amendments made to it.
- **"Authorize" or "Authorization"** means a Buyer's/Sponsor's express authorization to a Seller to collect an electronic Data transfer from the Buyer's/Sponsor's Wallet(-account).
- **"Balance"** refers to the amount or quantity of Time-Tokens that a User has in his Wallet(-account), which could be a negative amount if Buyers / Sponsors have initiated chargebacks against your Wallet(-account) or if you otherwise owe **PayLive®** Time-Tokens. The terms "Time-Tokens" and "funds" are used interchangeably in this Agreement.
- **"Business Wallet(-account)" and "Premier Wallet(-account)"** means a Wallet(-account) that is established primarily for business purposes and not for personal, family, or household purposes.
- **"Business Days"** means Monday through Friday, excluding Holidays.
- **"Commercial Entity Agreement"** means the agreement that commercial entities are required to enter into directly with **PayLive®**'s payment processor(s).
- **"Communications"** means any Wallet(-account), **PayLive®** Funds, Wallet(-account), or transaction information that **PayLive®** provides to you, including: any agreements and policies you agree to, including updates to these agreements or policies; annual disclosures, including prospectuses and reports for **PayLive®** Funds; transaction confirmations; Wallet(-account) statements and history; and federal and state tax statements we are required to make available to you.
- **"Claim"** means a challenge to a payment that a User files directly with **PayLive®**.
- **"Confirmed Address"** means an address that has been reviewed by **PayLive®** and found highly likely to be that of the User to which it is associated.
- **"Customer Service"** is **PayLive®**'s customer support which can be accessed online through the **PayLive® Help Center** at any time.
- **"Days"** means calendar days (Monday through Sunday, including Holidays).
- **"Digital Goods"** means goods that are delivered and used in an electronic format.
- **"Dispute"** means a dispute filed by a User directly with **PayLive®** in the Online Resolution³ Center.
- **"Family of Companies"** has the same meaning as Affiliate.
- **"Fees"** means those amounts or charges stated in Section 1.4 (Fees) of this Agreement.
- **"Holidays"** means New Year's Day (January 1), Birthday of Martin Luther King, Jr. (the third Monday in January), Washington's Birthday (the third Monday in February), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Columbus Day (the second Monday in October), Veterans Day (November 11), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25). If a Holiday falls on a Saturday, **PayLive®** shall observe the Holiday on the prior Friday. If the Holiday falls on a Sunday, **PayLive®** shall observe the Holiday on the following Monday.
- **"Information"** means any confidential and/or personally identifiable data or other information related to a Wallet(-account) or User, including but not limited to the following: name, email address, date of birth, tax identification number, billing/shipping address, phone number and financial information.
- **"Instant Transfer"** means an electronic Data transfer funded using the sender's Wallet(-account) in which **PayLive®** credits the recipient instantly.
- **"Mass Time-Value DATA transference"** means the ability to send multiple Time-Value DATA transference at the same time.
- **"Seller"** refers to a User who is selling live timed-services using the **PayLive®** Services to receive electronic Data transfers.
- **"Micro Time-Value DATA transference for Digital Services"** means the **PayLive®** Service offered to certain qualifying Sellers who sell Digital Goods which, among other things, offers micro Time-Value DATA transference pricing and integrated website tools. All Micro Time-Value DATA transference for Digital Goods are Purchased through Time-Value DATA transference.
- **"Other Errors"** has the definition provided in Section 1.8 (Resolution Procedures for Unauthorized Transactions and Other Errors) of this Agreement.

³ Coming Soon.

LEGAL AGREEMENT FOR PAYLIVE® USE, SERVICE & PAYLIVE Inc.

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- **"Electronic Data transfer Review"** means the process described in Section 1.3.6. (Receiving Time-Tokens) of this Agreement.
- **"PayLive®," "we," "us" or "our"** means PayLive Inc. and its subsidiaries and affiliates.
- **"PayLive © Mobile"** means a PayLive® Service that allows you to send and receive Time-Value DATA transference through your mobile phone.
- **"PayLive® Services"** refers to all our products and services and any other features, technologies and/or functionalities offered by us on our website or through any other means.
- **"Personal Wallet(-account)"** means a Wallet(-account) established primarily for personal, family, or household purposes.
- **"Policy" or "Policies"** means any Policy or other agreement between you and PayLive® that you entered into on the PayLive® website or in connection with your use of the PayLive® Services.
- **"Reserve"** means a percentage of the funds (Time-Tokens) received into your Wallet(-account) that we hold in order to protect against the risk of Reversals, Chargebacks, Claims or any other liability related to your Wallet(-account) and/or use of the PayLive® Services.
- **"Restricted Activities"** means those activities described in Section 1.5 (Restricted Activities) of this Agreement.
- **"Reversal"** means PayLive® reverses an electronic Data transfer you received because (a) it is invalidated by the sender's account, (b) it was sent to you in error by PayLive®, its parent, or Affiliates, (c) the sender of the electronic Data transfer did not have authorization to send it, (d) you received the transfer for activities that violated this Agreement, the PayLive® Acceptable Use Policy, or any other PayLive® agreement, or (e) PayLive® decided a Claim against you.
- **"Seller" and "Merchant"** are used interchangeably and mean a User who is selling live timed-services and using the PayLive® Services to receive electronic Data transfers.
- **"Send Time-Tokens"** means your ability to send Time-Tokens through the PayLive® Services, including in connection with a purchase of live timed-services or as a Personal electronic Data transfer.
- **"Substantial Change"** means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.
- **"Transaction Details Page"** means the page on the PayLive® website titled "Transaction Details" that displays information about the transaction. This page is accessible from the "Details" link on the "Overview" and "History" sub tabs of the "My Wallet(-account)" tab on the PayLive® website.
- **"Verified Wallet(-account)"** is a Wallet(-account) status that reflects that PayLive® is reasonably sure that a Wallet(-account) holder has legal control of his account.
- **"Unauthorized Transaction"** has the definition provided in Section 1.8. (Resolution Procedures for Unauthorized Transactions and Other Errors) of this Agreement.
- **"User"** means any person or entity using the PayLive® Services as Buyer/Sponsor and/or Seller of online live timed-services.

END