

PRIVACY AND POLICY TERMS FOR PAYLIVE® SERVICE & PAYLIVE Inc.
(V-3-0-3 10feb15)

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PRIVACY AND POLICY TERMS FOR PAYLIVE® SERVICE & PAYLIVE Inc.

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1. PAYLIVE® ACCEPTABLE USE POLICY

You are independently responsible for complying with all applicable laws in all of your actions related to your use of PayLive®'s services, regardless of the purpose of the use. In addition, you must adhere to the terms of this Acceptable Use Policy and other legal Agreements posted on the PayLive® website.

1.1. Prohibited Activities

You may not use the PayLive® service for activities that:

- a) Violate any law, statute, ordinance or regulation of the State of Florida, of the United States of America, or contained in any international treaty signed by the United States of America.
- b) Relate to transactions involving (i) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (ii) drug paraphernalia, (iii) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (d) stolen goods including digital and virtual goods (iv) contents/services that promote hate, violence, racial intolerance, or the financial exploitation of a crime, (v) contents/services that are considered obscene, (vi) contents/services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (vii) certain sexually oriented contents/services.
- c) Relate to transactions that (i) show the personal information of third parties in violation of applicable law, (ii) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs, (iii) are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (iv) are associated with the sale of traveler's checks or Time-Tokens orders, (v) involve currency exchanges or check cashing businesses, or (vi) involve certain credit repair, debt settlement services, credit transactions or insurance activities.
- d) Involve the sales of contents/services identified by government agencies to have a high likelihood of being fraudulent.
- e) Involve gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes unless the operator has obtained prior approval from PayLive® and the operator and customers are located exclusively in jurisdictions where such activities are permitted by law.

1.2. Violations of the Acceptable Use Policy

We encourage you to report violations of this Acceptable Use Policy to PayLive® immediately. If you have a question about whether a type of transaction may violate the Acceptable Use Policy, you can email PAYLIVE®'s AUP Compliance Department at: aupviolations@PAYLIVE.com.

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2. PAYLIVE® ELECTRONIC COMMUNICATIONS DELIVERY POLICY (E-SIGN DISCLOSURE AND CONSENT)

2.1. ELECTRONIC COMMUNICATIONS DELIVERY POLICY

This policy describes how PayLive® communicates with you electronically, provides additional detail about the Communications we provide, and sets out the hardware and software you will need to receive these Communications.

2.1.1. Electronic delivery of communications

You agree and consent to electronically receive all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your PayLive® Wallet(-Account) and your use of our services. These Communications include, but are not limited to:

- Agreements and policies you agree to (e.g. the PayLive® User Agreement and the PayLive® Privacy Policy), including the newest, at any given time valid updates to these agreements or policies;
- Annual disclosures, including prospectuses and reports for PayLive® Funds (Time-Tokens (T));
- Transaction receipts or confirmations;
- Wallet-Account statements and history;
- Federal and state tax statements we are required to make available to you.
- Information related to any other Wallet(-Account), PayLive® T-credits (Time-Token credit), or transaction.

We will provide these Communications to you by either posting them on the PayLive® website and/or by emailing them to you at the primary email address listed in your PayLive® Wallet(-Account) Profile.

2.1.2. Hardware and software requirements

In order to access, receive and retain electronic Communications, you will need at the least the following computer hardware and software:

- A computer or a smart phone or another access device with an Internet connection;
- a current web browser that includes 128-bit encryption (e.g. Chrome version 3.0 and above, Internet Explorer version 6.0 and above, Firefox version 2.0 and above) with cookies enabled;
- Adobe Acrobat Reader version 8.0 and above to open documents in pdf-format;
- a valid email address (your primary email address on file with PayLive ©).
- sufficient storage space to save past Communications or an installed printer to print them.

We will inform you by either posting on the PayLive® website and/or by an email to you if there are any material changes to the hardware or software needed to receive electronic Communications from PayLive®.

By giving your consent, you are confirming that you have access to the necessary equipment previously described and are able to receive, open and print or download a copy of any Communications for your personal records. You may print or save a copy of these Communications for your records as the exact copy of them may not be accessible online at a later date due to changes in our policies.

2.1.3. How to withdraw your consent

You may withdraw your consent to receive Communications electronically by writing to us at "PAYLIVE Inc. Attn: Electronic Communications Delivery Policy, 6010 NW 99 Ave. Unit. 107 Doral, FL 33178, or by contacting us via the "Contact Us" link on the PayLive® website. If you fail to provide or if you withdraw your consent to receive Communications electronically, PayLive® reserves the right to either deny your application for a Wallet(-Account), restrict or deactivate your Wallet(-Account), close your Wallet(-Account), or charge you additional fees for paper copies.

After you consent to receive Communications electronically, you may withdraw your consent to receive IRS Form 1099-K electronically by contacting us as described above. You will continue to receive all your other Communications electronically, but we will send your Form 1099-Ks to you by U.S. mail.

2.1.4. Requesting paper copies of electronic Communications

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If, after you consent to receive Communications electronically, you would like a paper copy of a Communication we previously sent you, you may request a copy within 180 Days after the date we provided the Communication to you by contacting us as described above. We will send your paper copy to you by mail. In order for us to send you paper copies, you must have a current street address on file as your "Home" address in your PayLive® Wallet(-Account) Profile. If you request paper copies, you understand and agree that PayLive® may charge you a Records Request Fee for each Communication. The Records Request Fee will be extra-charged if you request it in paper form; but it will apply for all other Communications.

2.1.5. Updating your contact information

It is your responsibility to keep your primary email address up to date and in working condition so that PayLive® can communicate with you electronically. You understand and agree that if PayLive® sends you an electronic Communication, but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, PayLive® will be deemed to have provided the Communication to you.

Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add PayLive® to your email address book so that you will be able to receive the Communications we send to you.

You can update your primary email address or street address listed on your profile at any time by logging onto the PayLive® website. If your email address becomes invalid, such that electronic Communications sent to you by PayLive® are returned, PayLive® may deem your Wallet(-Account) to be inactive, and you will not be able to transact any activity using your PayLive® Wallet(-Account) until we receive a valid and working primary email address from you.

----- END OF 2.-----

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3. PAYLIVE® PRIVACY POLICY

Your Privacy Rights

This Privacy Policy describes your privacy rights regarding the collection, use, storage, sharing and protection of your personal information by PAYLIVE. It applies to the PAYLIVE.com website and all related sites, applications, services and tools, regardless of how you access or use them. You accept this Privacy Policy when you sign up for, access, or use our products, services, content, features, technologies or functions offered on our website and all related sites, applications, and services (collectively "PayLive® Services").

We may amend this policy at any time by posting a revised version of it on our website. The revised version will be effective at the time we post it. In addition, if the revised version includes a substantial change, we will provide you with 30 days' prior notice by posting notice of the change on the "Policy Updates" page of our website.

3.1. How we collect information about you

When you visit the PayLive® website or use PayLive® Services, PAYLIVE collects information sent to us by your computer, mobile phone or other access device. The information sent to us includes data on the pages you access, your computer IP address, device identifiers, the type of operating system you're using, your location, mobile network information, standard web log data and other information. Web log data includes the browser type you're using and traffic to and from our site. When you visit the PAYLIVE.com website or use PayLive® Services, we also collect information about your transactions and your activities.

In addition, if you open a PayLive® Wallet(-Account) or use PayLive® Services, we may collect the following types of information, amongst others:

- Contact information, such as your name, address, phone, email, and other similar information.
- Financial information, such as the Wallet(-Account) numbers and/or PayPal Account number and information associated with it.
- Detailed personal information such as your date of birth or social security number.

We may also obtain information about you from third parties such as PayPal, credit bureaus and identity verification services.

You may choose to provide us with access to certain personal information stored by third parties such as social media sites (e.g. Facebook and/or Twitter, etc.). The information we may receive varies by site and is controlled by that site. By associating a Wallet(-Account) managed by a third party with your PayLive® Wallet(-Account) and authorizing PayLive® to have access to this information, you agree that PayLive® may collect, store and use this information in accordance with this Privacy Policy.

In order to help protect you from fraud and misuse of your personal information, we may collect information about your use and interaction with our website or PayLive® Services. For example, we may evaluate your computer, mobile phone or other access device to identify any malicious software or activity.

We may also collect additional information from or about you in other ways, such as through contact with our customer support team, results when you respond to a survey and from interactions with members of other companies.

3.2. How we use Cookies

When you access our website or use PayLive® Services, we (including companies we work with) may place small data files on your computer or other device. These data files may be cookies, pixel tags, or other local storage files provided by your browser or associated applications ("Cookies"). We use these technologies to: recognize you as a customer; customize PayLive® Services, content, and advertising; measure promotional effectiveness; help ensure that your Wallet(-Account) security is not compromised; mitigate risk and prevent fraud; and to promote trust and safety across our sites and PayLive® Services.

We use both session and persistent Cookies. Session Cookies expire and no longer have any effect when you log out of your Wallet(-Account) or close your browser. Persistent Cookies remain on your device until you erase them or they expire.

We encode our Cookies so that we can interpret the information stored in them. You are free to decline our Cookies if your browser or browser add-on permits, but doing so may interfere with your use of our website and PayLive® Services. Refer to the help section of your browser, browser extensions, or installed applications for instructions on blocking, deleting, or disabling Cookies.

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You may encounter PayLive® Cookies on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a Cookie placed by the web page or application. Likewise, these third parties may place their own Cookies that are not subject to our control and the PayLive® Privacy Policy does not cover their use.

3.3. How we protect and store personal information

Throughout this policy, we use the term "personal information" to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been made anonymous so that it does not identify a specific user.

We store and process your personal information on our computers in the US and elsewhere in the world where our facilities are located. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls.

3.4. How we use the personal information we collect

Our primary purpose in collecting personal information is to provide you with a secure, smooth, efficient, and customized experience. We may use your personal information to:

- Provide PayLive® Services and customer support;
- Process transactions and send notices about your transactions;
- Resolve disputes, collect fees, and troubleshoot problems;
- Prevent potentially prohibited or illegal activities, and enforce our User Agreement;
- Customize, measure, and improve PayLive® Services and the content, layout, and operation of our websites and applications;
- Deliver targeted marketing, service update notices, and promotional offers based on your communication preferences;
- Contact you at any telephone number, by placing a voice call or through text (SMS) or email messaging, as authorized by our User Agreement.
- Compare information for accuracy and verify it with third parties.

3.5. Marketing

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We may combine your information with information we collect from other companies and use it to improve and personalize PAYLIVE © Services, content, and advertising. If you do not wish to receive marketing communications from us or participate in our ad-customization programs, simply indicate your preference by logging into your Wallet(-Account) and going to the Notification section under the Settings tab and updating your preferences, or by following the directions that may be provided within the communication or advertisement.

We respect your communication preferences. If you no longer wish to receive notifications via our application, you can adjust your preferences by visiting the settings page of the application.

We may call or text message (SMS) you at a mobile phone number that you may have provided to us. You can indicate your contact preferences by logging into your Wallet(-Account) and adjusting your preferences in your Wallet(-Account) Information Settings or by following the directions provided within the communication.

3.6. How we share personal information with other PAYLIVE © users

To process your Time-Value DATA exchange, we may share some of your personal information with the person or company that you are paying or that is paying you. Your contact information, date of sign-up, the number of Time-Value DATA exchange you have received from verified PayLive® users, and whether you have verified control of a Wallet(-Account) are provided to other PayLive® users with whom you transact through PayLive®. In addition, this and other information may also be shared with third parties when you use these third parties to access PayLive® Services. Unless you have agreed to it, these third parties are not allowed to use this information for any purpose other than to enable PayLive® Services.

If someone is sending you Time-Tokens (₪) and enters your email address, we will provide them your registered name and Wallet(-Account) number so they can verify they are sending the Time-Tokens (₪) to the correct Wallet(-Account).

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If you are buying contents or services by transferring electronic data through PayLive®, we may also provide the seller with your shipping and billing address to help complete your transaction. The seller is not allowed to use this information to market their services to you unless you have agreed to it. If an attempt to transfer electronic data to your seller fails, or is later invalidated, we may also provide your seller with details of the unsuccessful data transfer.

We work with third parties, including sellers, to enable them to accept or exchange Time-Value DATA from or to you using PayLive®. In doing so, a third party may share information about you with us, such as your email address or mobile phone number, to inform you that an electronic data transfer has been sent to you or when you attempt to transfer electronic data to a merchant or third party. We use this information to confirm that you are a PayLive® customer and that PayLive® as a form of electronic data transfer can be enabled, or to send you notification of a transfer status. Also, if you request that we validate your status as a PayLive® customer with a third party, we will do so.

Please note that sellers and users you buy from or contract with have their own privacy policies, and although the PayLive®'s User Agreement does not allow the other transacting party to use this information for anything other than providing PayLive® Services, PayLive® is not responsible for their actions, including their information protection practices.

Regardless, we will not disclose any other personal or financial information to anyone you have paid or who has paid you using PayLive®, or with the third parties that offer or use PayLive® Services, except with your express permission or if we are required to do so to comply with a subpoena or other legal process.

3.7. How we share personal information with other parties

We may share your personal information with:

- Service providers under contract who help with our business operations such as fraud prevention, bill collection, marketing and technology services. Our contracts dictate that these service providers only use your information in connection with the services they perform for us and not for their own benefit.
- Credit bureaus and collection agencies to report Wallet(-Account) information, as permitted by law.
- Companies that we plan to merge with or be acquired by (should such a combination occur, we would require that the new combined entity follow this privacy policy with respect to your personal information. If your personal information could be used contrary to this policy, you will receive prior notice in order to be able to react.)
- Law enforcement, government officials, or other third parties pursuant to a subpoena, court order, or other legal process or requirement applicable to PayLive® or one of its affiliates; when we need to do so to comply with law; or when we believe, in our sole discretion, that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our User Agreement.
- Other third parties with your consent or direction to do so.
- PayLive® will not sell or rent any of your personal information to third parties for their marketing purposes and only shares your personal information with third parties as described in this policy.
- If you open a PayLive® Wallet(-Account) directly on a third party website or via a third party application, any information that you enter on that website or application (and not directly on the PayLive® website) will be shared with the owner of the third party website or application. These sites are governed by their own privacy policies and you are encouraged to review their privacy policies before providing them with personal information. PayLive® is not responsible for the content or information practices of such third parties.

3.8. How you can restrict PayLive® from sharing your personal information

PayLive® maintains your preferences for use and sharing of information, including how we contact you. Some federal and state laws allow you to restrict the sharing of your personal information in certain instances. PayLive® does not share your personal information with third parties for their marketing purposes unless you have given your explicit consent. PayLive®'s related family of companies will only use your personal information for marketing purposes if you have requested services from those companies. If you do not want PayLive® to share your personal information with other associated companies for the purpose of marketing their products within our corporate family, simply indicate your preference by logging into your Wallet(-Account), going to the Notification section under the Settings tab and updating your preferences.

3.9. How you can access or change your personal information

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You can review and edit your personal information at any time by logging in to your Wallet(-Account) and reviewing your Wallet(-Account) settings and profile. You can also close your Wallet(-Account) through the PayLive® website. If you close your PayLive® Wallet(-Account), we will mark your Wallet(-Account) in our database as "Closed," but may retain personal information from your Wallet(-Account) to collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigations, prevent fraud, enforce our User Agreement, or take other actions as required or permitted by law.

3.10. How you can contact us about privacy questions

If you have questions or concerns regarding this policy, you should contact us using the Contact Us link available at our website, or writing to us at: PayLive Inc., Attn: Privacy Department, 6020 NW 99TH AVE, UNIT 107, DORAL , FL 33178.

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