

# Paybookclub – Terms Of Service (Version -1 MAY 2016)

## 1. paybookclub Social Network & paybookclub mobile APP

- 1.1. paybookclub is a social network for mobiles phones and tablets & devices which operate on mobile platforms.
- 1.2. paybookclub APP (available for different mobile platforms) will be the **only** access point (Gateway) for the paybookclub social network. Everyone needs to download/Install the paybookclub APP on a compatible mobile phone or device to join and log in to paybookclub social network. Unlike other social networks, paybookclub will not open in any web browser.
- 1.3. paybookclub social network resides on cloud servers and will use the internet to communicate with the paybookclub APP and for uploading and downloading data.
- 1.4. paybookclub App requires a data subscription on your mobile phone to open and function and will consume your data just like when you use your web browser unless your mobile phone or device can be connected to a WiFi network.

## 2. Scope of service

- 2.1. paybookclub is a social media platform where members can meet and interact with their friends using a variety of communication tools like, voice and video calls, video chat, video messaging and tweets.
- 2.2. Members can invite their own friends in to their circles or let paybookclub suggest others to build their network.
- 2.3. Members can form their own groups by inviting other members and join groups formed by others which are of interest to them.
- 2.4. Members can posts their status updates and insert a variety of content like photos, video, blog etc for their friends and others to see and react by likes, shares, comments etc.
- 2.5. Members can post their status updates as “private” to their Private Timeline, which will be shown only to their friends and groups.
- 2.6. Members can post their status updates as “public” to their Public Timeline which will be shown to their friends as well as other members in the entire network chosen by paybookclub, and can be monetised if they wish to do so, through various monetising channels which will be introduced when the network becomes fully functional.
- 2.7. Members can chose to upgrade their status updates posted to their Private Timeline to their Public Timeline.
- 2.8. paybookclub will archive all posts and content category wise for easy search and retrieval.
- 2.9. paybookclub will provide live feeds of news and trend to keep members updated.
- 2.10. paybookclub will introduce, over time, a variety of free and paid services within the App which the members can avail of if they chose.
- 2.11. paybookclub will function as a transparent and ethical organisation which recognise and reward the contribution of its members in several ways.
- 2.12. Paybookclub takes social responsibility seriously and will build in several features in its development to amply and generously fulfil its social commitments to the member community and the outer world.

## 3. Service providers

- 3.1. paybookclub will run only as an APP on various mobile operating systems, approved by the providers of those operating system, subject to the terms and conditions of the mobile operating system providers and different mobile and tablet manufacturers.
- 3.2. Paybookclub will engage a variety of third party service providers like cloud data base providers, security providers, management and software service providers etc in order to effectively function as a social network and will be subject to their respective terms and conditions.
- 3.3. Paybookclub will publish a list of all providers and their terms and conditions on <http://paybook.club> website from time to time.

## 4. Language and currency

- 4.1. paybookclub will use only English as the language for communication.
- 4.2. paybookclub will carry out all money transactions only in US Dollars and Cents.

## 5. Membership and registration

- 5.1. paybookclub is a free social network without any membership fee or other fees to join and remain as a member.
- 5.2. paybookclub is a global social network in which anyone aged eighteen or above can register as a member.
- 5.3. To log in as a member of paybookclub, everyone needs to complete a login registration process through the paybookclub App.
- 5.4. For posting content in their Public Timeline for monetising, members will have to register for Intellectual Property Rights through the paybookclub website, which will require identity documents necessary to assign the ownership of their content.
- 5.5. To receive cash payments for content monetisation and other free paybookclub rewards and payouts, members will have to register for Cash Accounts through the paybookclub website, which will require appropriate bank details.
- 5.6. Paybookclub will direct you to submit these details before you can upload any content or receive cash payouts.

## 6. Privacy

- 6.1. To ensure maximum privacy of members, paybookclub is intentionally designed as an App which will only open with a Fingerprint or Iris scan and or OTP, email address/password combo and security questions, depending on the mobile platform.
- 6.2. To ensure maximum safety of the members, all data will be stored only on cloud servers with built in safety provisions
  - 6.2.1. All data including the personal information submitted during registration will be stored in secure cloud.
  - 6.2.2. All status updates with content posted to the App will be stored in cloud servers with maximum security.
  - 6.2.3. No data will be stored on the mobile phone.
- 6.3. Personal data submitted during registration will be used only for identification of members for login and content ownership.
- 6.4. After successful registration, members can chose to remain anonymous to the network.
  - 6.4.1. Members can choose their public profile image and public profile name to remain anonymous to the community.
  - 6.4.2. Members can choose their private profile image and private profile name to communicate with their friends circle and groups.
- 6.5. Any status updates posted to a member's Private Time Line can be viewed only by their friends and cannot be shared to a Public Timeline by the member, their friends or members of their groups.
- 6.6. All members of paybookclub must respect the privacy of their friends and other members of the network they may come in to contact and shall not expose any information, personal or other, they may come to possess to a third person.
- 6.7. No member shall seek personal information from another member who is not in their friends circle through any of the communication means like voice call, video chat or video messaging provided by paybookclub.
- 6.8. Paybookclub will provide "Stop Abuse" buttons in appropriate locations to help members report abusive behaviour and invasion of privacy.

## 7. Posting of content on paybookclub

- 7.1. paybookclub welcome and accept original, genuine and fresh content, created by its members, to be published exclusively on paybookclub timelines , to be viewed, appreciated and reacted to by their friends and other members of the network.
  - 7.1.1. Paybookclub, over time, will accept content in the following formats in the Status Updates of members.
  - 7.1.2. Artwork, Blog, Events, Games, Infomercials, Inventions, Jokes, Movie, News, Photos, Podcasts, Poetry, Presentations, Recipes, Reports, Selfies, Sound Track, Stories, Thoughts, Tutorials, Video.
- 7.2. All members of paybookclub must recognise that the clean and original content they post in their Timelines is the main source of revenue for paybookclub which will earn them cash payments and cash rewards.
- 7.3. Members must post only content they are sure is original such as photos and videos captured in their cell phones and cameras and other type of media created by themselves or they possess intellectual rights of.
  - 7.3.1. Members must strictly avoid posting of already published material by copying from elsewhere as they may become liable for copy right infringement.
  - 7.3.2. Members must verify and satisfy themselves about the origin and source of any material they intent to post which is not published before and obtain the irrevocable intellectual property rights of such material before posting.
  - 7.3.3. Where text content such as Blogs is posted, all included and annotated external published material must be clearly referenced and credits mentioned appropriately.
- 7.4. All status updates and their content to a member's Timelines will be stamped with date, time and location for the purpose of transfer of intellectual property rights.
- 7.5. Members themselves will be responsible for any claims by third parties for copy right infringement or Intellectual property rights before the time stamp of the status update with a content ownership of which is contested by a third party.
- 7.6. Members shall not publish any content already posted to paybookclub anywhere else directly or through others.

## 8. Intellectual property rights

- 8.1. Clear understanding of Intellectual Property rights of their content and their transfer to another person is key to the monetisation and payout by paybookclub.
- 8.2. The definition of Intellectual property rights for use in paybookclub will include, at the least, the right to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute the content in any and all media or distribution methods already existing and will come in to existence in the future.
- 8.3. All members must possess the Intellectual Property Right of any content they want to post on paybookclub.
- 8.4. All members will retain the Intellectual Property Rights of any content they post on their Private Timeline and paybookclub will not be responsible for any breach of these rights by any member to whom the such content is shared through the Private Timeline.
- 8.5. By posting any content to their Public Timeline, or by upgrading a privately posted content to their Public Timeline all members will expressly grant paybookclub a worldwide, non-exclusive, royalty-free license with the right to monetize the content through an appropriate commercial channel, either by granting a sub licence to a third party or parties or by a total sale of the content with intellectual property rights or license to a third party or parties.
- 8.6. Any transfer of the Intellectual Property Rights or and license will begin from the Date And Time Stamp of the transfer.
- 8.7. In all event, paybookclub will be ONLY a custodian of the content and its Intellectual Property Rights until a total sale of the content takes place.
- 8.8. Once a total sale of any content has taken place, the content will be removed from the Timelines and archived for the purpose of prevention of fraud.
- 8.9. Any content already posted to a Public Timeline cannot be posted again to paybookclub by its owner or any other members or posted elsewhere.
- 8.10. Any contravention of this clause will entail not only removal of the content from paybookclub but also the risk of legal claim for fraud and compensation by the party or parties to whom the content was licensed or sold.

- 8.11. All members must ensure that the Intellectual Property Rights of any content they have posted to paybookclub by not publishing it elsewhere or causing it to be published by a third party.
- 8.12. All liabilities for claims on Intellectual Property Rights of any content posted to paybookclub arising before or after the post time stamp from duplicate publishing will be borne by the member unless specifically agreed otherwise.

## 9. Monetisation of content

- 9.1. paybookclub will try to monetise all content posted by the members in their Public Timeline or upgraded from Private Timeline to Public Timeline through every channel feasible and suitable for the content.
- 9.2. This will include
  - 9.2.1. Placement for auction within the network by a "bid for this content" button.
  - 9.2.2. Sale to external clients or other members through a keyword based search and buy system
  - 9.2.3. Direct posting under license to an external client's website.
  - 9.2.4. Sale of license to advertising and other content providers syndicates.
- 9.3. Unless through an outright sale, monetisation may take period of time till any licence issued has exhausted and may even continue with new licensing. In such cases the generation of related payment also can be a slow process.

## 10. Revenue generation

- 10.1. Apart from monetisation of content created and posted by the members, paybookclub will resort to a number of innovative ways of generating revenue for paybookclub.
  - 10.1.1. By accepting paid advertisement in various formats which will be merged in the Public and Private Timelines.
  - 10.1.2. By accepting paid banner advertisements in various formats to piggy back on a member post which goes viral.
  - 10.1.3. By bulk sale of consenting members as followers for celebrities, politicians and NGOs and others looking for quick growth.
  - 10.1.4. By accepting trial release and run of commercial films to a selected audience of paybookclub members.

## 11. Member rewards & payout

- 11.1. Paybookclub is a social network in the making and members must recognise that it takes time to generate the revenue required for the indented payout to the members.
- 11.2. Apart from the money paid out to members from monetisation of content, paybookclub will also reward the members for their status posts and for reacting to others posts through the like, love, share, hate and block buttons provided for each post.
- 11.3. Members will also be rewarded for writing their comments on the posts and for the reaction buttons on comments.
- 11.4. The level of rewards will be set by paybookclub
- 11.5. For posts made on the Public Timeline or upgraded to a Public Timeline, members may be allowed to fix their own price for the content and levels of these rewards if they chose.
- 11.6. For posts made on the Public Timeline or upgraded to a Public Timeline, the final selling price or licence fees will include the rewards to paid out to the members for their support.
- 11.7. paybookclub will from time to time announce additional benefits to encourage members to sign up and be active
- 11.8. The additional incentives associated with the launch of paybookclub are:
  - 11.8.1. For the first 100,000 members who sign up with paybookclub and remain active will be paid a monthly Loyalty Bonus.
  - 11.8.2. For the first 1000,000 members who sign up with paybookclub and remain active will be offered a right to buy 1 share per each account when paybookclub is taken public in the future.

## 12. Accounting and payment

- 12.1. Paybookclub will provide each member a detailed statement of accounts through the MY Money menu where the member can see details about the funds they have gained and spent through monetisation of content, member rewards and bids and purchases they have made.
- 12.2. paybookclub reserves the right to assign expenses towards administrative expenses and shareholder payments and general accounting to decide the level of payouts and monetisation payments.
- 12.3. The account provided by paybookclub on member payout will be final and non negotiable under any circumstances.
- 12.4. Paybookclub reserve the rights to decide the start date, periodicity of member payout and may decide to make lump sum payments if the total revenue and administrative costs prohibit extensive and detailed accounting.
- 12.5. Members will be required to provide their bank and tax status details for receiving the payment as paybookclub may have to report the payment to local tax authorities.

## 13. Member responsibilities

- 13.1. All members of paybookclub must respect and abide by the Terms of Service at all times.
- 13.2. Paybookclub Terms of Service will be always accessible through the TOS menu on the paybookclub App as well as the <http://paybook.club> website.
- 13.3. Members should treat paybookclub App as a source of income for themselves for many others who can benefit from it.
- 13.4. Members shall try to protect the built in safety of the paybookclub App and shall not break its security through another App, malware or malicious software or any other means
- 13.5. Members shall not use communication services provided by paybookclub in any unlawful, misleading, malicious, or discriminatory, bullying, stalking or harassing manner while interacting with other members.
- 13.6. Members shall not make any post or content containing hate speech, threats to others, incitement for violence; obscene graphics.

- 13.7. Members shall not seek login information or access an account belonging to someone else and may become liable for criminal proceedings by doing so, even with a phone lost by someone else and found by the member or purchased from another person.
- 13.8. Members shall not post unauthorized commercial communication or advertising material or allow other members to post such material as this will adversely affect the revenue of paybookclub.
- 13.9. Members shall not engage in unlawful marketing of any kind on paybookclub.
- 13.10. Members should not ignore specific request from paybookclub for their reaction on another member's post for curation and elimination of undesired posts from paybookclub.

#### **14. Limitation of Liability**

- 14.1. Members must sign up with paybookclub on their own volition, without any coercion after reading, understanding and agreeing the paybookclub Terms of Service.
- 14.2. Paybookclub will not be liable for any personal or material damage or loss of any kind on account of use of any of the paybookclub service.
- 14.3. paybookclub or its service providers shall not be liable, to the maximum extent permitted by applicable law, for any indirect, incidental, consequential or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, good-will, or other intangible losses, resulting from:
  - 14.3.1. Unauthorized access, use or alteration of content posted by members.
  - 14.3.2. Any content posted by other members or while using paybookclub services by others.
  - 14.3.3. Member's access to or use of or inability to access or use the paybookclub or any of its services.
  - 14.3.4. Any conduct of other member or members while using paybookclub services, including without limitation, any defamatory, offensive or illegal conduct of other members or third parties.
- 14.4. In no event the aggregate liability of paybookclub and its providers shall exceed one hundred US Dollars (US \$100.00).

#### **15. Legal Jurisdiction**

- 15.1. For all matters involving or related to paybookclub service providers, the respective country where the service provider is based will be the jurisdiction
- 15.2. For all claims related to Intellectual Property Rights, the country of the member who first owned the IP Rights will be the jurisdiction.
- 15.3. For all other matters, Bangalore, India will form the jurisdiction.

Declaration :

By checking the box below and clicking the "I Agree" button, I confirm that I have read and understood the paybookclub Terms of Service detailed above.