

Paybookclub – Privacy Policy and Terms Of Service

(Version -1.4 SEPTEMBER 2020)

1. Privacy Policy

1.1. User Data Collection & User Consent

User Data Collection:

User is not required to provide Personal Information like Name, Surname, Email Id, Address, Government Issued ID, Bank Account, Credit card details etc.

User needs to provide an active mobile number with country code during the Sign-Up process.

User needs to capture, during Sign up or later (Before funds withdrawal or posting any content), THREE Selfies (Two with witnesses) as proof of User ID and ownership of content.

User can OPTIONALLY upload an Image, profile name and description to be used as PROFILE information.

User needs to provide Age and Sex declaration during sign up process.

User Data Usage:

User's mobile number will be used as User's Log In Id and to send OTP to identify the User for the Sign Up/Log In process, Password Reset and other admin purposes.

User's mobile number will not be revealed in any part of the App to other users.

User's THREE Selfies captured during Sign Up or later will be shown to other registered users to VERIFY and eliminate FAKE Identity before accepting the User in to various groups.

User's User ID and Profile Image, profile name and description if provided will be shown in different PUBLIC and PRIVATE listings, accessible to other Users according to their privileges.

User's Age information will be used only for various admin purposes like restricting minors from using the App and limiting the duration of membership etc.

User's Sex information will be used only as part of Identity and general classification to ensure additional security.

User Data Storage and Exposure:

User's Data will be stored on our servers with SSL (<https://>) protection.

User's Data will be transmitted and used for various functions within the Application only through secure methods.

User's Data will not be shared with anyone except the Law Enforcing authorities when and if legally required.

USER Consent:

User needs to confirm his/her Consent for collection of the above Data and Use mentioned above, PRIOR to the Sign-Up process by clicking a check box below.

1.2 Any status updates posted to a User's Private Time Line can be viewed only by their friends and cannot be shared to a Public Timeline by the User, to his/her friends or to User's groups.

1.3 All Users 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.

1.4 No User shall seek personal information from another User who is not in their friends circle through any of the communication means like voice call, video chat or video messaging provided by Paybookclub.

1.5 Paybookclub will provide “Stop Abuse” buttons in appropriate locations to help members report abusive behaviour and invasion of privacy.

1.6 Survey Serving Technology

This app uses Pollfish SDK. Pollfish is an on-line survey platform, through which, anyone may conduct surveys. Pollfish collaborates with Developers of applications for smartphones in order to have access to users of such applications and address survey questionnaires to them. When a user connects to this app, a specific set of user’s device data (including Advertising ID which will may be processed by Pollfish only in strict compliance with google play policies- and/or other device data) and response meta-data is automatically sent to Pollfish servers, in order for Pollfish to discern whether the user is eligible for a survey. For a full list of data received by Pollfish through this app, please read carefully Pollfish respondent terms located at <https://www.pollfish.com/terms/respondent>. These data will be associated with your answers to the questionnaires whenever Pollfish sends such questionnaires to eligible users. By downloading the application you accept this privacy policy document and you hereby give your consent for the processing by Pollfish of the aforementioned data. Furthermore, you are informed that you may disable Pollfish operation at any time by using the Pollfish “opt out section” available on Pollfish website . We once more invite you to check the respondent’s terms of use, if you wish to have more detailed view of the way Pollfish works.

APPLE, GOOGLE AND AMAZON ARE NOT A SPONSOR NOR ARE INVOLVED IN ANY WAY IN THIS CONTEST/DRAW. NO APPLE PRODUCTS ARE BEING USED AS PRIZES.

2. Paybookclub Social Network & Paybookclub mobile APP

- 2.1. Paybookclub is a social network for mobiles phones and tablets & devices which operate on mobile platforms.
- 2.2. 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.
- 2.3. Paybookclub social network resides on block chain/IPFS distributed servers and will use the REST protocol to communicate with the Paybookclub APP and for uploading and downloading data.
- 2.4. 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.

3. Scope of service

- 3.1. 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.
- 3.2. Members can invite their own friends in to their circles or let Paybookclub suggest others to build their network.
- 3.3. Members can form their own groups by inviting other members and join groups formed by others which are of interest to them.
- 3.4. 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.
- 3.5. Members can post their status updates as “private” to their Private Timeline, which will be shown only to their friends and groups.
- 3.6. 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.
- 3.7. Members can chose to upgrade their status updates posted to their Private Timeline to their Public Timeline.
- 3.8. Paybookclub will archive all posts and content category wise for easy search and retrieval.
- 3.9. Paybookclub will provide live feeds of news and trend to keep members updated.
- 3.10. Paybookclub will introduce, over time, a variety of free and paid services within the App which the members can avail of if they chose.
- 3.11. Paybookclub will function as a transparent and ethical organisation which recognise and reward the contribution of its members in several ways.
- 3.12. 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.

4. Service providers

- 4.1. 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.
- 4.2. Paybookclub will engage a variety of third party service providers like cloud data base providers, security providers,

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 with 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.

- 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 Privacy Policy and Terms of Service detailed above.