

Terms of Service

Effective: April 5, 2017

1. Your Acceptance of The Hypflo App Service

- I. By using or visiting Hypflo live stream mobile application (the "Platform"), which is owned and operated by Funding dream Capital Ltd /Hypflo LLC ("Hypflo"), or Hypflo products, software, data feeds, and services provided to you on, from, or through the Platform (collectively the "Service") you signify your agreement to (1) these Terms of Service, (2) the Hypflo Community Policy, incorporated herein by reference; (3) the Hypflo End User License Agreement; and (4) Hypflo's Privacy Policy, incorporated herein by reference (collectively, the "Agreement"). If you do not agree to any of these terms, the Live.me Community Policy, the Hypflo End User License Agreement, or Hypflo's Privacy Policy, please do not use the Service.
- II. Hypflo may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.

2. Service

- I. You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.
- II. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.
- III. These Terms of Service apply to all users of the Service, including users who are also contributors of Content on the Service. For purposes of this Agreement, "Content" includes text, software, scripts, graphics, photos, sounds, music videos, audiovisual combinations, interactive features and other materials you may view on, access through or contribute to the Service. The Service includes all aspects of Hypflo including the Liveme.com website and the Hypflo live stream mobile application.
- IV. The Service may contain links (i.e. spam), or users of the Service may direct you to visit third party websites or services that are not owned or controlled by Hypflo. Hypflo has no control

over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or services, and Hypflo will not and cannot censor or edit the content of any such third-party site or services. By using the Service, and by choosing to visit any third party website or engaging in any action made known to you while using the Service, you acknowledge that you are doing so at your own discretion and you expressly relieve Hypflo from any and all liability arising from your use of any third-party website or engagement of any third party services.

- V. Hypflo gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Service. This license has the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by Hypflo, in the manner permitted by these Terms of Service.
- VI. We respect the intellectual property rights of others and expect users of the Services to do the same. We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us
- VII. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in these Terms of Service gives you a right to use the Hypflo name or any of the Hypflo trademarks, logos, domain names, and other distinctive brand features. All right, title, and interest in and to the Service (excluding Content provided by users) are and will remain the exclusive property of Hypflo and its licensors. Any feedback, comments, or suggestions you may provide regarding Hypflo, or the Service is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.
- VIII. **The Services are Available “AS-IS”**
our access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. The “HyoFlo LLC” refers to Hypflo, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE HYPFLO LLC DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The HYPFLO LLC make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the Twitter Entities or through the Services, will create any warranty or representation not expressly made herein.

3. Hypflo Accounts.

- I. In order to access some features of the Service, you will have to create a Hypflo Account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Hypflo immediately of any breach of security or unauthorized use of your account.
- II. Although Hypflo will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Hypflo, or others, due to such unauthorized use.

4. General Use of the Service

- I. The Service is constantly evolving and by your use you acknowledge that the Service may change from time to time, at Hypflo's sole discretion. Hypflo may permanently or temporarily stop providing the Service or any features within the Service to you or to users generally. Hypflo also retains the right to create limits on use and storage at its sole discretion at any time. Hypflo may also remove or refuse to distribute any Content on the Service, suspend or terminate users, and reclaim usernames without liability to you.
- II. In consideration for Hypflo granting you access to and use of the Service, you agree that Hypflo and its third-party providers and partners may place advertising on the Service or in connection with the display of Content or information from the Service whether submitted by you or others. You also agree not to misuse the Service, as follows:
- III. You agree not to distribute in any medium any part of the Service or the Content without Hypflo's prior written authorization, unless Hypflo makes available the means for such distribution through functionality offered by the Service.
- IV. You agree not to alter or modify any part of the Service.
- V. You agree not to access Content through any technology or means other than the broadcast feeds and playback archives of the Service itself, or other explicitly authorized means HYPFLO may designate.
- VI. You agree not to use the Service for any of the following commercial uses unless you obtain Hypflo's prior written approval: (i) the sale of or access to the Service; or (ii) the sale of advertising, sponsorships, or promotions placed on or within the Service or Content. Prohibited commercial uses does not include broadcasting original content on the Platform or maintaining an original broadcast feed on the Platform, to promote your business or artistic enterprise; or any other use that Hypflo expressly authorizes in writing.
- VII. In your use of the Service, you will comply with all applicable Federal laws of the United States of America as well as the applicable laws of your state. Hypflo hereby reserves the right to access, read, preserve, and disclose any information reasonably believed to be necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Hypflo Platform, its users and the public.

- VIII. As a Hypflo account holder you may submit Content to the Service, including videos and user comments. You understand that HYPFLO does not guarantee any confidentiality with respect to any Content you submit. Hypflo does not disclose personally-identifying information to third parties except in accordance with its Privacy Policy.

5. Privacy

- I. Our [Privacy Policy](#) describes in detail how we handle the information you provide to us when you use the Service. You expressly understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of such information, including the transfer of this information to and throughout the United States, and/or other countries for the use, storage, and processing by Hypflo and its affiliates.

6. Features of the Service - Virtual Currency

- I. Hypflo offers a feature allowing users to purchase virtual "Coins" for use within the Service (i.e. as a "Gifts" to another Hypflo broadcaster for their live show or archived video). You acknowledge and agree that your distribution of any Coins currently in your account, as a virtual "Gifts" to any other user's account, is made solely at your own discretion; you further understand that once you have confirmed a transfer of Coins to another user's account, the action cannot be undone and the Coins cannot be withdrawn.
- II. The value (i.e. the exchange rate) of the Coins is determined by Hypflo based on your country of origin, and Hypflo further reserves the right to modify the purchase exchange rate between actual currency and virtual Coins from time to time, with or without reason, in its sole discretion. By your use of the Service, you confirm your understanding of and accept the then-current exchange rate of any Coins at the time of your purchase.
- III. Your use of any Coins purchased shall be solely for legitimate purposes within the Service, and must comply with all applicable laws at all times (i.e. no exchanging of Coins for any activity, product, conduct or services deemed unauthorized by these Terms of Use or our Community Policy).
- IV. Any Coins stored in your personal Service account in excess of Forty Thousand (40,000) Diamonds, either by your own purchase or by receipt from another user (i.e. receipt of a "gifts") may be "cashed out" (i.e. exchanged) for actual currency. The value of currency to be cashed-out shall be determined by Hypflo's then-current exchange rate and shall be subject to a payment transfer fee as set forth and deducted by the applicable financial service provider, as determined by Hypflo at the time of the transfer, and also a service fee as set forth and deducted by Hypflo. You agree and acknowledge that the value of the Coins may change between the time they were purchased and the time you decide to cash-out. By way of example, if you initially purchased 100 Diamonds for \$1.00USD, but do not use them and decide to cash-out at later date, the value of those 100 Diamonds may have increased to \$2.00USD, or may have been reduced to \$0.50USD, based solely on the exchange rate determined by Hypflo in its sole discretion.
- V. If your account is terminated by Hypflo for cause, any outstanding Coins remaining in your account at the time of termination may be confiscated and will not be recoverable in Hypflo's sole and absolute discretion, in accordance with our Account Termination Policy specified in Section 8 below.

- VI. You understand that the purchase of Diamonds requires actual money. If you disagree with any part of, or do not fully understand our exchange rate policy, please refrain from purchasing or using any Diamonds in connection with the Service.
- VII. You understand that Hypflo may change, modify or update these Terms of Use, or the terms of sale in connection with the Coins from time to time, and that such revised terms will apply to all subsequent purchases of any Diamonds, and you agree that you will review these Terms of Use and any terms regarding the sale of Diamonds prior to making any purchase.

7. Pricing and Payment

- I. If you would like to send gifts to someone for their live streaming on Hypflo, you must purchase and pay the equivalent Hypflo diamond using real money. If you want to have more special features in Hypflo then you need to subscribe a VIP service contract . Whether subscribe or terminate your VIP subscription on Hypflo, you need to conduct it with hypflo customer service
 - **IMPORTANT:** All Hypflo diamond are not refundable. You understand and agree that your purchase of Hypflo diamond in the Hypflo application or the purchase of other special features is a reflection of the buying behavior. Hypflo has no obligation to provide you with any reason for a refund.
- II. If you cancel your order through the app store after you have purchased the Diamonds in the application, we will withdrawal the coins we have sent and other virtual goods or physical services (including but not limited to rank, experience, rank, etc.) together. The circumstances are serious, Hypflo will reserve the right to disable your account and withdrawal all the Diamonds in the account.
 - **IMPORTANT:** You agree that we will make the necessary corrections and adjustments when your account balance is incorrect due to Hypflo system maintenance or other technical failures.
 - **IMPORTANT:** All users do not allow to trade Hypflo Diamonds or accounts privately. You understand and agree that if you trade Hypflo Diamonds or account privately, Hypflo reserve the right to disable your account and withdraw all the coins in your account.
- III. If you have any questions or suggestions regrading Hypflo purchase and payment service, please contact us through hypflove@gmail.com.

8. Account Termination Policy

- I. Hypflo reserves the right to decide whether any Content or activity, in whole or in part, violates these Terms of Service or our Community Policy, and Hypflo may at any time, without prior notice and in its sole discretion, terminate your account or cease providing you with all or part of the Service, or remove such Content if we reasonably believe: (i) you have otherwise violated of these Terms of Service or our Community Policy, (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to prolonged inactivity; or (iv) our provision of the Service to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances.

- II. If Hypflo terminates your account for cause, as determined in its sole discretion, you agree and acknowledge that all of or your digital records, including but not limited to virtual in-app currency (i.e. Coins, diamonds, gifts, etc.) chat logs, user comments, profile photos, replay and any data generated and stored on the Service will be confiscated, with or without notice. In other words, play by the rules and adhere, to these Terms of Service, and Hypflo Community Policy; failure to do so will result in the loss of your account and all of its assets.
- III. You may end your legal agreement with Hypflo at any time by deactivating your account(s) and discontinuing your use of the Service. In all such cases, the Terms of Service shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 4, 5, 6, 9, 10, 11, 12 and 15.

9. Warranty Disclaimer

You agree that your access to and use of the Service shall be at your own risk. You understand and agree that the Service is provided to you on an "as is" and "as available" basis. Without limiting the foregoing, to the fullest extent permitted by applicable law, Hypflo, its officers, directors, employees, and agents (collectively, the "Hypflo Entities") DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF. Hypflo makes no warranties or representations about the accuracy or completeness of this Service's content or any Content and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of Content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Service, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from our Service, (iv) any bugs, viruses, trojan horses, or the like which may be transmitted to or through our Service by any third party, (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted, or otherwise made available via the Service, and/or (vi) whether the Service will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Live.me does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked services or featured in any banner or other advertising, and Hypflo will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate. No advice or information, whether oral or written, obtained from Hypflo or through the Service, will create any warranty or representation not expressly made herein.

10. Limitation of Liability

- I. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE HYPFLO ENTITIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR

SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR LIVE.ME IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES..

- II. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HYPFLO ENTITIES SHALL FURTHER NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, 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 (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (II) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (III) ANY CONTENT OBTAINED FROM THE SERVICE; OR (IV) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.
- III. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE HYPFLO ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID HYPFLO, IF ANY, IN THE PAST SIX MONTHS FOR USE OF THE HYPFLO SERVICES GIVING RISE TO THE CLAIM.

11. Indemnification

- I. To the maximum extent permitted by applicable law, you agree to indemnify and hold harmless the Hypflo Entities, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Service.

12. Governing Law; Jurisdiction; Unenforceability

- I. The laws of the State of New York, excluding its choice of law provisions, will govern these Terms of Service and any dispute that arises between you and Hypflo. All disputes related to these Terms of Service or the Service will be brought solely in the federal or state courts located in New York County, New York, United States, and you consent to personal jurisdiction and waive any objection as to inconvenient forum.
- II. If you are a federal, state, or local government entity in the United States using the Service in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms of Service and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of New York (excluding choice of law).

- III. In the event that any provision of these Terms of Service is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms of Service will remain in full force and effect. Hypflo's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.
- IV. In the event that any provision of these Terms of Service is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms of Service will remain in full force and effect. Hypflo's failure to enforce any right or provision of these Terms of Service will not be deemed a waiver of such right or provision.

13. Contact; Notices

- I. These Terms of Service are an agreement between you and Hypflo LLC, 18 Huntington Street, Brooklyn NY 11231. If you have any questions about these Terms of Service, please contact us at: hypflove@gmail.com.

14. Ability to Accept Terms Of Service

- I. You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the Service is not intended for children under 13. If you are under 13 years of age, then please do not use the Service.
- II. By placing an order to purchase a product and/or a service on or through the Service (i.e. Coins), it will be deemed that you agree to be bound by these legal Terms of Service and agree to the terms of sale set forth herein. You acknowledge that you are at least 18 years old or that you have legal parental or guardian consent to enter into this legal the term of sale.

15. Assignment.

- I. These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by HYPFLO LLC without restriction.

Effective: April 17 2017