

LiveKAYA LLC

PRIVACY POLICY NOTICE

January 2019

Introduction

LiveKAYA LLC, a company incorporated under the laws of the State of Nevada, U.S.A., (referred to herein as “LiveKAYA LLC,” “we,” “us” and “our”) understands the importance of privacy of individuals (referred to as “Distributor” and “you”). This privacy notice outlines the personal information LiveKAYA LLC may collect and how LiveKAYA LLC will use and disclose that information. LiveKAYA LLC is committed to protecting your personal information. We have adopted the following policies with regard to collection and distribution of information.

Information Collection

LiveKAYA LLC may collect two different types of information, Personally Identifiable Information and Non-Personally Identifiable Information. “Personally, Identifiable Information” (“PII”) is information that identifies you as an individual – for example, your name, address, telephone number, email address, credit card information, billing address and shipping information. “Non-Personally Identifiable Information” (“Non-PII”) is aggregated information, demographic information, IP addresses, user behavior data from web interaction metrics tools and any other information that does not reveal your specific identity.

During the Independent Distributor/Customer enrollment process, or while purchasing product on LiveKAYA LLC maintained websites, LiveKAYA LLC may collect PII about you that may be considered sensitive.

LiveKAYA LLC may also collect PII about you from, among other places: information you provide directly to us, information regarding the services that LiveKAYA LLC currently provides or has previously provided to you, information LiveKAYA LLC receives from our affiliated entities or third parties relating to the establishment of our relationship or the provision of services to you.

This information can be received in any manner, including in-person discussions, telephone conversations, and electronic or other written communications.

Cookies

We may collect information about your general internet usage by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer’s hard drive. They help us to improve our site and to deliver a better and more personalized service. They enable us to estimate our audience size and usage pattern, to store information about your preferences (and so

allow us to customize our site according to your individual interests), to speed up your searches and to recognize you when you return to our site. You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of our site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our site.

Information Use

LiveKAYA LLC may collect PII about you to establish or maintain our relationship with you, respond to your inquiries, provide you with services you have requested, keep you informed of services we think may be of interest to you, personalize your experience with us, and other reasons.

Without PII, LiveKAYA LLC may be unable to provide you with the services you have requested.

Disclosure of Information

LiveKAYA LLC does not sell or lease PII about you to others.

LiveKAYA LLC may share PII about you with others as permitted by contractual agreement or as required by law, such as our affiliates, third parties in connection with the provision of services to you, government entities and regulatory bodies, and those with whom you have requested us to share information.

Unless restricted by law, regulation, contract or professional standards, LiveKAYA LLC may transfer PII about you outside of the United States to other countries for the purposes described in this privacy notice.

LiveKAYA LLC will not share PII about you with an unaffiliated third party who is not performing services for us without first obtaining your permission, except if such sharing is otherwise permitted by this privacy notice.

LiveKAYA LLC will provide PII about you to the following types of third parties for the associated reasons:

Carriers: LiveKAYA LLC will provide your name and address to companies which provide a delivery service between LiveKAYA LLC and its customers as a means of delivering our products to you as quickly as possible.

Financial Institutions: LiveKAYA LLC will provide financial institutions with your payment information, name, address, and phone number in order to process any orders placed by you and complete payment of the transaction to LiveKAYA LLC.

Logistics: LiveKAYA LLC will provide your name, address and phone number to those entities or people within our network of distribution in order to process and ship your orders with speed and accuracy.

LiveKAYA LLC requires third parties who perform services for us to agree to treat PII about you confidentially and securely. Prior to collection of your PII, any such third parties are required to sign a service agreement, which includes the privacy policy outlined here. Note that this statement does not address the privacy practices or policies of our Independent Distributor/Customer. However, LiveKAYA LLC Independent Distributor/Customer agree, as specified in our Policies and Procedures, to comply with all applicable privacy laws and regulations.

Notwithstanding any other provision of this notice or the Terms and Conditions of Use to the contrary, we reserve the right to disclose and use your PII if we believe that we are required to do so: (a) by law; (b) in response to legal process, for example, in response to a court order or a subpoena; (c) in response to a law enforcement agency's request; (d) to enforce our other terms, conditions, or policies; (e) to protect our operations; (f) to protect the rights, privacy, safety or property of LiveKAYA LLC, you or others; and/or (g) to permit us to pursue available remedies or limit the damages we may sustain. For example, we may to the fullest extent the law allows, disclose PII about you to law enforcement agencies to assist them in identifying individuals who have been or may be engaged in unlawful activities.

Because Non-PII does not personally identify you, we reserve the right to use Non-PII, and to disclose Non-PII to third parties, for any purpose.

Access

You may request access to the PII that LiveKAYA LLC has about you. You may also request the correction, amendment or deletion of PII about you that is inaccurate. LiveKAYA LLC will treat requests for access, correction, amendment or deletion of PII about you in accordance with its internal policies and applicable legal requirements.

Information Security and Integrity

LiveKAYA LLC maintains reasonable physical, administrative and technical safeguards to protect PII from loss, misuse, or unauthorized access, disclosure, alteration or destruction. Our personnel and the personnel of our affiliates are provided access to PII about you only if they have a need to know for the information in connection with a legitimate business purpose, such as (a) the provision of services to you or (b) to help identify other services that LiveKAYA LLC and its affiliates offer that may be of interest or use to you.

Additionally, LiveKAYA LLC will only use PII for the purpose which it was intentionally collected. LiveKAYA LLC will take reasonable measures to safeguard your information and ensure that is accurate, complete and current.

Enforcement

LiveKAYA LLC takes a self-assessment approach to verify that we are within compliance of this policy. LiveKAYA LLC employees are trained to adhere with this

privacy policy and LiveKAYA LLC administers discipline to those employees who do not comply.

Safe Harbor

In order to comply with EU data privacy directives, LiveKAYA LLC applies the US-EU and US-Swiss Safe Harbor Framework developed by the US Department of Commerce pertaining to the collection, use, and retention of personal information from the European Union member countries. LiveKAYA LLC complies with the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access and enforcement. For more information or questions concerning the Safe Harbor program please visit: <http://export.gov/safeharbor/index.asp>

In compliance with the US-EU and US-Swiss Safe Harbor Principles, LiveKAYA LLC commits to resolve complaints about your privacy and our collection or use of your personal information. European Union or Swiss citizens with inquiries or complaints regarding this privacy policy should first contact LiveKAYA LLC at the address provided in the questions section of this privacy policy.

LiveKAYA LLC has further committed to refer unresolved privacy complaints under the US-EU and US-Swiss Safe Harbor Principles to an independent dispute resolution mechanism, the BBB EU SAFE HARBOR, operated by the Council of Better Business Bureaus. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed by LiveKAYA LLC, please visit the BBB EU SAFE HARBOR web site at www.bbb.org/us/safe-harbor-complaints for more information and to file a complaint.

Changes to This Privacy Notice

LiveKAYA LLC reserves the right to change this privacy notice. Any changes to this notice will become effective upon posting of the revised notice on the Internet or as required by law.

Questions

If you have any questions or concerns regarding this notice, please contact us either by email at support@livekaya.com or (775) 432-1883. LiveKAYA LLC will investigate and try to resolve any disputes regarding the use or disclosure of PII according to the principles of this privacy policy.

Please note that email communications are not necessarily secure. Accordingly, you should not include credit card information or other sensitive information in your email correspondence to us.

CONSENT TO ELECTRONIC RECORD

E-SIGN, the Electronic Signatures in Global and National Commerce Act (15 U.S.C. §7001, et seq.), requires that you consent to entering into an electronic agreement with LiveKAYA LLC, Inc. ("LiveKAYA LLC") before the LiveKAYA LLC Independent Distributor/Customer Agreement is entered into.

Please read the following information carefully:

Should you enter an Independent Distributor/Customer Agreement with LiveKAYA LLC, the entire agreement between you and LiveKAYA LLC will be evidenced by an electronic record. To enter into the Agreement, you must electronically acknowledge that you agree to the Terms and Conditions of the Agreement, the LiveKAYA LLC Policies and Procedures and the LiveKAYA LLC Marketing and Compensation Plan.

To access these documents and enter into the Agreement, you will need the following hardware and software: A Personal Computer ("PC") with modem or other Internet access device, operational Internet browser software (e.g., Netscape Communicator or Internet Explorer), and Adobe Acrobat Reader. Should there ever be a change in the equipment or software necessary to access the terms of the Agreement, LiveKAYA LLC will advise you of the same and will provide you with a list of the equipment and software that is necessary. Upon such event, you may withdraw your consent.

Your consent will apply to all transactions between you and LiveKAYA LLC, including tax statements we are required to make available to you.

You may withdraw your consent to the use of electronic records at any time. However, should you do so, the Agreement will be automatically terminated. To withdraw your consent (and thereby terminate the Agreement), or update any personal information, you may do so by sending a written email to support@livekaya.com.

Federal statements will remain available online for the prior three tax years, but will not be furnished for years in which minimum earnings requirements are not met which obligate the Company to produce a tax statement for you. After you consent to receive Communications electronically, you may withdraw your consent to receive IRS Form 1099-MISC electronically by contacting us at support@livekaya.com. You will continue to receive all your other communications electronically, but we will send your Form 1099-MISC to you by U.S. Mail.

During the enrollment process, you will have the ability to read, download, print, and retain the Terms and Conditions, the Policies and Procedures and Compensation Plan for future reference.

By entering into the Agreement, you agree that LiveKAYA LLC may amend the same at its sole discretion at any time. You may obtain a copy of the version of the Agreement that was in effect at any time after you entered into the Agreement. Prior versions are archived by LiveKAYA LLC. Should you wish to obtain a copy of any version of the Terms and Conditions, the Policies and Procedures and/or Marketing and Compensation Plan since the date of your enrollment, you may do so by emailing Back-Office. Your request must include your name, your Distributor/Customer

identification number, your mailing address, and your E-mail address. Upon receipt of such a request, LiveKAYA LLC will mail or email to you a copy of the version of the Agreement that you requested.

Please indicate your consent to the above terms by clicking on the “I Agree” button below. By providing your consent, you also confirm that you are able to access all the terms of the Agreement electronically. If you click on the “I Decline” button, the enrollment process will be terminated and you will be returned to our home page.
