

Privacy Policy for XO Guardian Application

This privacy policy governs your use of the software application XO Guardian (“Application”) for mobile devices that was developed by AdComp Systems Inc.

What information does XO Guardian obtain and what permissions are asked?

- Access Device Contacts
- Record Video and Stream
- Location Services

1) User Provided Information

1.1 The Application obtains the information you provide when you download and register the Application. Registration with us is optional. However, please keep in mind that you may not be able to use some of the key features, unless you register with us.

1.2 When you register with XO Guardian, you will be asked to provide (a) your name, email address, user name, password and all other information needed to register; (b) payment-related information, such as when you make purchases, respond to any offers (c) information on contact information to contact us or us to contact you.

2) Camera

2.1 XO Guardian uses your electronic device’s camera. Any data obtained from camera and other sensors is neither collected nor distributed by XO Guardian & AdComp Systems. All personal data is saved only to user's device with the user’s consent and action.

3) Location Information

3.1 When the location services are enabled in the XO Guardian App service, the app may collect and process information about your actual location, like GPS signals transmitted by a mobile device. Establishing connection points using XO Guardian app may use their technology to determine location, such as sensor data from your device that may, for example, provide information on nearby Wi-Fi access points and cell towers.

3.2 We may also use the contact information you provided us to alert you from time to time about any updates, required notices and marketing promotions.

4.1 Indemnification

4.2 To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless XO Guardian, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney’s fees) arising out of or accruing from (a) your use of the XO Guardian app (b) any application you develop on the XO Guardian app that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, and (c) any non-compliance by you with the License Agreement.

5. Privacy and Information

5.1 In addition, the Application may collect certain information automatically, including, but not limited to, the type of mobile device you use, your mobile devices unique device ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browsers you use, and information about the way you use the Application.

5.2 We may disclose User Provided and Automatically Collected Information:

as required by law, such as to comply with a legal process; when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request;

with our trusted services providers who work on our behalf, do not have an independent use of the information we disclose to them, and have agreed to adhere to the rules set forth in this privacy statement.

5.3 In order to continually innovate and improve XO Guardian, Google & XO Guardian may collect certain usage statistics from the software including, but not limited to a unique identifier, associated IP address, version number of the software, and information on which tools and/or services in the XO Guardian are being used and how they are being used. Before any of this information is collected, XO Guardian will notify you and seek your consent for permission. If you withhold consent, the information will not be collected.

5.5 The data collected is examined in the aggregate to improve the XO Guardian app and is maintained in accordance with Google's Privacy Policy.

5.6 We will retain User Provided data for as long as you use XO Guardian and for a reasonable time thereafter. We will retain automatically collected information for up to 60 months and thereafter may store it in aggregate. If you would like us to delete user provided data that you have provided via XO Guardian, please contact us at info@adcompsystems.com and someone will respond to you in a timely fashion. Please note that some or all the end-user information could/may be required for the program to function properly.

6) Security

6.1 We will provide physical, electronic, and procedural fortifications to protect all information XO Guardian processes and maintains. For example, XO Guardian limits access to this information to authorized employees, developers, and contractors who need to know that information to operate and develop the Application. Please note, although we uphold all reasonable security the information we process and maintain, but we will not be liable for any potential security/data outbreaks.

6.2 **Children:** We do not use the Application to knowingly solicit data from or market to children under the age of 13. If a parent or guardian becomes aware that his or her child has provided us with information without their consent, he or she should contact us at info@adcompsystems.com. We will delete such information from our files within a reasonable time.

7) Third Party Applications

- 7.1 You understand that all data, content or resources which you may access through such third party applications are the sole responsibility of the person from which they originated and that XO Guardian is not liable for any loss or damage that you may experience as a result of the use or access of any of those third party applications, data, content, or resources.
- 7.2 You should be aware the data, content, and resources presented to you through this application are protected by intellectual property rights, which are owned by the providers (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute, or create derivative works based on these data, content, or resources (either in whole or in part) unless you have been specifically given permission to do so by the relevant owners.

8) DISCLAIMER OF WARRANTIES

- 8.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE XO GUARDIAN IS AT YOUR SOLE RISK AND THAT THE XO GUARDIAN IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND FROM XO GUARDIAN AND THE DEVELOPERS.
- 8.2 YOUR USE OF THE XO GUARDIAN APP AND ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE XO GUARDIAN IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH USE.
- 8.3 XO GUARDIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

- 9.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT XO GUARDIAN, ADCOMP SYSTEMS, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT XO GUARDIAN OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

10) Purchases, Fees, & Payments

- 10.1 If you purchase anything within the XO Guardian app, all payment/transaction/processing will be processed through Google Play store payment platform, thus all transaction information will be in accordance with the current Google Play Terms of Service.

11) Automatically Collected Information

11.1 In addition, the Application may collect certain information automatically, including, but not limited to, the type of mobile device you use, your mobile devices unique device ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browsers you use, and information about the way you use the Application.

11.2 We may disclose User Provided and Automatically Collected Information:

as required by law, such as to comply with a legal process;

when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request;

with our trusted services providers who work on our behalf, do not have an independent use of the information we disclose to them, and have agreed to adhere to the rules set forth in this privacy statement.

12) Federal Law and Regulations

12.1 If any broadcasting video & audio recordings are used as evidence in court proceedings or pending investigations with the federal/local government; we will act in accordance with the law:

“*Law*” in these Terms, we mean any statute, law, ordinance, regulation, rule, judgment or order of a government, court, or tribunal of competent jurisdiction, including, without limitation, any data protection laws, privacy laws, any laws that requires you to obtain consent from an End User or provide notice to an End User in connection with such End User’s use of each Customer Application, any state, federal, and international laws, regulations, and rules related to the recording or monitoring of video, audio recordings, telephone calls, SMS messages, or other communications, the U.S. Foreign Corrupt Practices Act, rules established by the Federal Communications Commission, any federal or state anti-spam statute or regulation, including the CAN SPAM Act of 2003, or any federal or state statute or regulation prohibiting the dissemination of unsolicited communications, including the Telephone Consumer Protection Act of 1991 (TCPA).

13) What are my opt-out rights?

13.1 You can stop all collection of information by the Application easily by uninstalling the Application. You may use the standard uninstall processes as may be available as part of your mobile device or via the mobile application marketplace or network.

13.2 You can also request to opt-out via email, at info@adcompsystems.com

13) Changes to the Privacy Policy

13.1 This Privacy Policy may be updated from time to time for any reason. We will notify you of any changes to our Privacy Policy by posting the new Privacy Policy here You are advised to consult this Privacy Policy regularly for any changes, as continued use is deemed approval of all changes.

14) Your Consent

14.1 By using the Application, you are consenting to our processing of your information as set forth in this Privacy Policy now and as amended by us. "Processing," means using cookies on a computer/hand held device or using or touching information in any way, including, but not limited to, collecting, storing, deleting, using, combining and disclosing information, all of which activities will take place in the India. If you reside outside the India your information will be transferred, processed, and stored there under India privacy standards.

Contact us: If you have any questions regarding privacy while using the Application, or have questions about our practices, please contact us via email at info@adcompsystems.com