

## CHILD OVERWATCH

### WEBSITE TERMS AND CONDITIONS.

Please review the Terms of Service and the Child Overwatch Services Description with attention, as together they constitute the Agreement between you ("the user") and Kwik3, Inc., dba Child Overwatch, along with its affiliates ("Child Overwatch," "we," "us," or "our"). This Agreement outlines the terms under which you are granted access to our services and software.

In instances where a Primary Subscription Agreement (PSA) has been executed between you and Child Overwatch, the terms of the PSA shall supersede these Terms of Service concerning your access and use of our services and software.

This Agreement may be entered into either on an individual basis or on behalf of a legal entity. Should you accept on behalf of a legal entity, you affirm that you have the authority to bind said entity to these terms. The terms "you" and "your" within this Agreement will refer to either the individual or the entity entering into this Agreement.

#### Services & Key Provisions; Overview

- Child Overwatch agrees to provide services, hardware, and software (collectively referred to as "Services") through Kwik3, Inc., doing business as Child Overwatch, its affiliates, or both.
- Dispute Resolution: Both parties agree to resolve any disputes through arbitration, renouncing the right to court proceedings and class-action claims against Child Overwatch.
- Subscription Charges and Renewals: Specific terms apply to recurring subscription fees and the conditions of automatic renewals.
- Amendments to Terms and Services: Child Overwatch reserves the right to modify, remove, or add to these Terms of Service and the Services provided.
- Waiver of Damages: By entering into this Agreement, you agree to release Child Overwatch from, and waive your right to, certain damages.
- Acceptance of this Agreement constitutes a legally binding contract between you and Child Overwatch, contingent upon your agreement to all terms and conditions herein. Account creation or service use signifies acceptance.

#### I. ACCOUNT INFORMATION; SHARING

1.1 Account Registration and Information Accuracy. To register for and access our Services, you must provide certain personal details. You affirm that the information you supply, including any data related to customers ("Customer Data"), will be accurate and remain accurate for the duration of the Services. You acknowledge that Child Overwatch is not responsible for any inaccuracies or omissions in your Customer Data.

As part of the registration process, you will choose a username and password. We reserve the right to reject or require changes to your chosen username or password at our discretion. You bear full responsibility for safeguarding the confidentiality of your username and password and must not share them with any third party.

1.2 Restrictions on Account Sharing. You are prohibited from sharing your account or any rights associated with it with anyone else, unless Child Overwatch has given you express written permission to do so. This includes not sharing any login details or passwords. You recognize that any form of rights sharing is expressly forbidden.

Your entitlement to access and use the Services is exclusively yours and cannot be assigned or transferred to anyone else. This prohibition on transferring or assigning rights includes exceptions only if (i) an individual ends their employment or business relationship, as applicable, or (ii) you have received express written consent from Child Overwatch.

## II. ORDERING SERVICES

2.1 Ordering Services. Services can be ordered via an online registration or order form that Child Overwatch has specifically approved and authorized ("Order Form"). Any service orders placed through an Order Form are governed by the terms outlined in this Agreement. However, an Order Form might include additional or differing terms, conditions, and details about the services you're requesting, if approved by Child Overwatch. Should there be any discrepancies or inconsistencies between the Agreement and an authorized Order Form, the terms of the Order Form will take precedence, but only to the extent needed to resolve the specific discrepancy or inconsistency. Child Overwatch commits to delivering the Services as described in your Order Form, including standard updates made available at no extra charge to customers in similar situations and geographic locations, throughout the Initial Subscription Period or any subsequent Renewal Periods. Child Overwatch reserves the right to either discontinue the Services or alter the features or functionality of the Services or Software at its discretion.

2.2 Maintaining Service Levels. You are required to uphold the minimum level of services specified in your Order Form for the entirety of the initial subscription period or any ongoing renewal period.

## III. ACCESS AND USE; SOFTWARE LICENSE

3.1 Service Access and Software License. Under this Agreement, you are granted the right to access and use the Services as detailed in each relevant Order Form, for the duration of the initial subscription period or any renewal period that follows. If using certain services involves downloading, installing, or using Child Overwatch's software ("Software"), then Child Overwatch provides you with a temporary, revocable, non-exclusive, non-transferable, and non-assignable license. This license is royalty-free and only permits the use of the Software on devices that are compatible, exclusively for your internal purposes, and solely in connection with accessing and utilizing the Services for the agreed period. Please note, Child Overwatch reserves the right to revoke your access to the Services at its sole discretion.

3.2 Documentation License. Child Overwatch grants you a limited, revocable, non-exclusive, non-transferable, and non-assignable license to use the provided product and services documentation ("Documentation"). This license is solely for your internal business operations and in direct connection with the Services use during the agreed subscription term.

3.3 Ownership Rights. It's important to recognize that the Services are offered on a subscription basis, and both the Software and Documentation are licensed, not sold, to you. You do not, and will not, acquire any ownership or similar rights in the Services, Software, or Documentation, including any proprietary rights. All copies of the Software remain Child Overwatch's property. The Services may include code covered by third-party licenses, such as open source software licenses, provided along with the Services. Child Overwatch retains all rights, titles, and interests in any improvements, updates, and modifications to the Services, as well as the underlying ideas, architecture, and techniques. At no point are you considered to have acquired ownership of any part of the Services, Software, or Documentation—all of which remain exclusively with Child Overwatch. Moreover, none of the Services, Software, or Documentation, or any part thereof, will be considered a "work made for hire" as defined in U.S. copyright law.

#### IV. RESPONSIBILITY FOR USE AND END USERS

4.1 Service Usage and End User Obligations. You, along with your End Users, must adhere to all terms and conditions set forth in this Agreement. The Services may not be used in locations where they are prohibited. You are responsible for both you and your End Users' access to, and use of, the Services and Software. This includes managing the actions of all your End Users to ensure they follow the terms of this Agreement and any relevant Child Overwatch policies. You acknowledge your accountability for any actions or failures to act by any third party you permit, facilitate, or otherwise grant access to the Services or Software, regardless of Child Overwatch's explicit permission.

4.2 Handling Misuse by End Users or Third Parties. Child Overwatch is not liable for any breaches of this Agreement by End Users or any third party you enable or instruct to use the Services or Software. Should you become aware of any such violation, you are required to inform Child Overwatch immediately at [support@childoverwatch.com](mailto:support@childoverwatch.com).

4.3 Responsibility for Content and Data. Child Overwatch shall not be held accountable for any content or data encountered while utilizing the Services, including but not limited to errors, omissions, or any form of loss or damage that arises from using, accessing, or being denied access to any data or content.

4.4 Addressing Misuse. Child Overwatch reserves the right to investigate any reported misconduct or breach of this Agreement and may, at its sole discretion, take appropriate measures. These actions may include issuing warnings, suspending or terminating the Services or Software, closing accounts, or other suitable responses as determined by Child Overwatch.

#### V. SYSTEM REQUIREMENTS; CHANGES & USES

5.0 Requirements for Service and Software Use. In order to utilize the Services and

Software, you'll need compatible devices, Internet access, and occasionally third-party software. From time to time, you may need to update or upgrade Software or third-party software, potentially incurring additional costs. The performance of your hardware, software, and Internet connection can impact your use of the Services and Software. For optimal performance, high-speed Internet is recommended. You are responsible for all costs associated with accessing or using the Services and Software, including those for hardware, software, Internet, and messaging fees, unless otherwise agreed to by Child Overwatch. You acknowledge these requirements are your responsibility, and Child Overwatch reserves the right to cease supporting the Services or Software on any specific operating system, device, or platform at its discretion.

5.2 Prohibited Uses. By agreeing to this Agreement, you and your end users are prohibited from engaging in the following activities:

- Breaching our Acceptable Use Guidelines as incorporated into this Agreement.
- Modifying, disassembling, reverse engineering, or attempting unauthorized access to the Services or Software's underlying technology.
- Misusing the Services or Software in a manner that disrupts networks, accounts, or infringes on rights.
- Conducting illegal, fraudulent, or deceptive activities.
- Transmitting content that violates third-party proprietary rights.
- Creating or using similar products or services based on the Services or Software.
- Developing or marketing a competing product or service.
- Sending or endorsing messages or materials that are harassing, libelous, obscene, or otherwise objectionable or unlawful.
- Uploading or transmitting harmful software or data.
- Using the Services or Software in ways that impair their functionality or disrupt others' use.
- Violating Child Overwatch policies or applicable laws, including those related to privacy and intellectual property.
- Removing or altering proprietary rights notices.
- Unauthorized commercial use, distribution, or offering of the Services or Software.
- Providing the Services or Software to third parties without authorization.

5.3 Compliance with Laws. You and your End Users must adhere to all applicable laws regarding your use of the Services and Software, including obtaining necessary consents

for sharing, use, and informing individuals that they are subject to security cameras. Moreover, you shall ensure compliance with all laws relevant to your obligations under this Agreement, including, but not limited to, those governing privacy, and intellectual property.

## VI. DATA USAGE, LICENSES AND RESPONSIBILITIES

6.1 Definition of Customer Content. Customer Content includes all data, content, communications, messages, or other materials that you or your End Users create or provide while using the Services or Software. This also encompasses any outputs, or similar content derived from use of the Services or Software.

6.2 Use of Customer Content and License Granted to Child Overwatch. Child Overwatch will access, process, or use Customer Content solely for the following authorized purposes:

- To fulfill our obligations under this Agreement and provide the Services.
- In alignment with our Privacy Statement.
- As directed or approved by you.
- As required by legal obligations.
- For purposes of legal, safety, or security, including the enforcement of our Acceptable Use Guidelines.

You provide Child Overwatch with a worldwide, non-exclusive, royalty-free license that is sublicensable and transferable, along with any necessary rights, for the above-stated purposes.

6.3 Protection and Disclosure of Customer Content. Child Overwatch is committed to maintaining appropriate physical and technical safeguards to protect Customer Content from unauthorized disclosure or access. Should unauthorized disclosure or access occur, Child Overwatch will notify you. Child Overwatch may engage with consultants, contractors, service providers, and other authorized third parties to deliver Services or Software, ensuring any Customer Content shared complies with applicable laws.

6.4 Ownership of Service Generated Data. Service Generated Data includes telemetry, usage, diagnostic data, and similar information collected or generated by Child Overwatch through the use of the Services or Software by you or your End Users. All rights, titles, and interests in Service Generated Data are owned by Child Overwatch.

## VII. ELIGIBILITY; RESTRICTION ON USE BY CHILDREN

7.1 Confirmation of Eligibility. By using the Services and Software, you confirm that you have reached the legal age required to form a binding contract under this Agreement. You also declare that you possess the full capacity to comply with and uphold the terms, conditions, obligations, affirmations, representations, and warranties outlined in this Agreement. Should we discover that you do not meet the age requirement or are

otherwise not eligible to enter this Agreement or use the Services and Software, your access may be terminated immediately without notice.

7.2 Use by Minors. The Services and Software provided by Child Overwatch are not designed for individuals under the age of 18.

## VIII. PAYMENTS AND CHARGES

8.1 Payment Terms. You agree that Child Overwatch is authorized to bill your chosen and approved payment method (e.g., credit card, debit card) for all charges related to your use of the Services, as detailed in the applicable Order Form. This includes setup fees, one-time fees, recurring charges, subscription fees, and any other costs associated with your account. Unless stated otherwise in an Order Form, all charges are exclusive of taxes and fees. You are responsible for keeping your payment information up to date to ensure timely payments. Child Overwatch may also utilize updated payment information provided by your bank or payment network and continue to charge the primary payment method on file if necessary, including using a backup payment method if provided.

8.2 Refund Policy. All payments made for the initial subscription term or any renewal term are non-cancelable and non-refundable, except as explicitly agreed by Child Overwatch, required by law, or detailed in your Order Form.

8.3 Price Changes. Child Overwatch reserves the right to adjust the pricing for the Services at its discretion. You will be given at least thirty (30) days' notice or the minimum period required by law before any price changes take effect. Changes to pricing will apply from the next renewal term unless otherwise specified by law or your Order Form. Failure to cancel or modify your Services within the notice period will be considered acceptance of the new charges.

8.4 Promotions and Discounts. Any promotional rates or discounts indicated in an Order Form may expire at the end of the offer term or upon renewal, without additional notice, unless required by law or stated in the Order Form. Child Overwatch may alter or discontinue promotions at any time.

8.5 Charge Collection. If Child Overwatch cannot collect charges through your payment method, it may pursue collection efforts, and you will be responsible for any costs incurred, including legal fees. Interest may be charged on overdue amounts at the lesser of 1.5% per month or the maximum rate allowed by law.

8.6 Support and Updates. Child Overwatch will provide standard support and updates during your subscription at no extra cost. The company may modify support services or charge for updates or premium features according to applicable laws and agreement terms.

8.7 Suspension for Non-Payment. Child Overwatch may terminate or suspend your Services without notice if payment is not made within five (5) days after the due date.

8.8 Communication Regarding Billing. Child Overwatch may contact you regarding your account and use of the Services, including billing issues, regardless of your marketing

communication preferences.

8.9 Cancellation Rights. Applicable laws may grant you a withdrawal or cooling-off period to cancel the Services for a full or partial refund. If you do not exercise this right within the specified period, or if the Services begin within the cooling-off period, you forfeit this cancellation right. This does not affect any non-excludable legal rights.

## IX. TAXES

9.1 Taxes and Additional Fees. Prices listed by Child Overwatch and all charges related to your Services are exclusive of taxes and additional fees unless Child Overwatch states otherwise, as per applicable laws. Child Overwatch will determine and adjust the amounts of taxes and fees, and include them on your invoices as required by law, without prior notice.

9.2 VAT Documentation. When the law mandates, Child Overwatch will provide a Value Added Tax (VAT) invoice or a similar document recognized by tax authorities electronically.

9.3 Tax Exemption Documentation. If you qualify for tax exemptions, you must furnish Child Overwatch with valid tax exemption certificates or other acceptable proof. Child Overwatch will evaluate the legitimacy of this documentation. Failure to provide or validate exemption status will result in the application of relevant taxes and fees.

9.4 Handling Taxes and Withholdings. You are responsible for paying any applicable taxes and fees, ensuring that payments to Child Overwatch are made without any deductions or withholdings unless mandated by law. Should deductions or withholdings be necessary, you will cover additional amounts to ensure Child Overwatch receives the full payment due. Upon request, Child Overwatch will provide tax forms to minimize withholding taxes, and you agree to supply withholding tax certificates to Child Overwatch for submission to tax authorities as required.

9.5 VAT Responsibilities for Customers. If tax laws obligate you to pay taxes directly to authorities (e.g., through reverse charge), you must provide evidence of your business status, like a VAT registration number, to Child Overwatch. Child Overwatch will verify this information; invalid registration will result in VAT charges. You are responsible for directly paying such taxes to the authorities, ensuring Child Overwatch receives the full payment amount.

9.6 Tax Location Determination. Your tax location is based on the business address provided or your residence if an individual. Child Overwatch may verify this against other evidence and adjust taxes and fees if discrepancies are found.

9.7 Use by Subsidiaries or Branches. If Services are utilized by a subsidiary or branch in a different country than your tax location, you must consider this usage as a supply to that entity. You must inform Child Overwatch of any such allocations, and Child Overwatch may adjust taxes and fees based on where the Services are consumed.

9.8 Sharing Information with Tax Authorities. Child Overwatch may disclose your information, including confidential data, to tax authorities in compliance with tax laws, without prior notification, as part of its legal obligations.

## X. TERM; TERMINATION AND SUSPENSION

10.1 Subscription Term and Renewal. Each Order Form will detail the initial subscription period and any renewal periods for the Services. Unless the Order Form specifies differently or laws prevent automatic renewal, renewal periods will automatically commence at the end of the current term. To terminate or modify services for the upcoming term, you or Child Overwatch must issue a termination or modification notice at least 30 days before the next term starts, or within any legally required notice period. Notices to Child Overwatch should be sent via email to [support@childoverwatch.com](mailto:support@childoverwatch.com), respecting the stipulated notice period. This clause doesn't affect any legal rights you may have to end your Services earlier within any subscription period, and you'll be reminded of your termination rights before a renewal period starts, according to applicable laws and the notice periods defined herein.

10.2 Terminating Your Services. To end your Services, follow the instructions provided on our website. Terminations align with the end of the current service term for each subscribed Service, assuming you've given timely notice as outlined in 10.1. If Child Overwatch materially breaches this Agreement and doesn't rectify the breach within 30 days after receiving your detailed breach notification, you may terminate the Agreement in writing, indicating the specific breached clause and the alleged breach details.

10.3 Child Overwatch's Termination and Suspension Rights. Child Overwatch may immediately suspend your Services or terminate this Agreement if you breach any part of this Agreement or related policies. If non-compliance persists after suspension, Child Overwatch reserves the right to terminate. Additionally, Child Overwatch may end this Agreement for any reason with 30 days' advance notice.

10.4 Consequences of Termination or Suspension. Upon termination, you must stop using the Services and Software. Termination does not waive your obligation to settle any due charges, including retained charges by Child Overwatch unless prohibited by law. If your Services are suspended due to non-compliance, you remain responsible for all charges incurred during the suspension.

## XII. MODIFICATIONS TO THIS AGREEMENT

11.1 Agreement Updates. Child Overwatch reserves the right to update, remove, or add terms to this Agreement periodically. Any changes will be posted either within the Terms of Service or the Service Description sections on our website, which you should review regularly to stay informed of the latest terms. The effective date of these updates will be clearly marked. Your continued use of the Services after changes go into effect signifies your acceptance of the new terms. While Child Overwatch may directly inform you of significant changes and seek your explicit consent where necessary, modifications will not reopen the opportunity to opt out of any previously agreed upon arbitration clauses, except as required by law and accompanied by appropriate notice.



11.2 Policy and Notice Updates. Child Overwatch may also update its guides, statements, policies, and notices related to the Services without direct notice by posting the latest versions on the relevant webpages. You can opt to receive updates by subscribing to these pages with an authorized email address.

11.3 Keeping Contact Information Current. It's important to keep your contact information, especially your email address, current to ensure you receive all communications from Child Overwatch. Additionally, regularly reviewing the Terms of Service and Service Description on our website is your responsibility to ensure you remain in compliance with the most current agreement terms.

## XII. CHILD OVERWATCH PROPRIETARY RIGHTS; FEEDBACK

12.1 Updates to Agreement. Child Overwatch reserves the right to make modifications, deletions, and additions to this Agreement from time to time. Updates will be posted either in the Terms of Service or Service Description, which you should check regularly for the latest version. The effective date of any updates will be clearly marked. Continuing to use the Services after the effective date of any changes signifies your acceptance of the revised terms. Child Overwatch may also specifically notify you of changes and request your explicit consent where necessary. Should any changes require formal notice as dictated by law, Child Overwatch will provide such notice in the legally prescribed manner, including any necessary information about your rights.

12.2 Updates to Policies and Notices. Child Overwatch may also update its guides, statements, policies, and notices without direct notice to you, by posting the updated versions on the relevant webpages. You may choose to subscribe to these pages with an authorized email to receive updates on these documents.

12.3 Responsibility for Notification. You are responsible for keeping your email address current to receive notices from Child Overwatch and for regularly reviewing this Agreement, including the Terms of Service and Service Description, for any updates.

## XIII. CONFIDENTIALITY

13.1 Confidential Information Defined. "Confidential Information" encompasses:

- For Child Overwatch: Any information shared or accessed in relation to this Agreement, the Services, or Software, including but not limited to business, development, strategic plans, source code, pricing, methods, and marketing strategies, in any form, that is identified as confidential or should reasonably be considered confidential ("Child Overwatch Confidential Information");
- For you: Information shared with Child Overwatch that must remain confidential by law or is marked as "confidential" by you, particularly sensitive security and technical data ("Customer Confidential Information"). While Customer Content is not deemed Customer Confidential Information, it is safeguarded.

13.2 Exclusions from Confidential Information. Confidential Information does not cover data that:

- Was already known to the recipient without a confidentiality obligation;
- Becomes publicly available without the recipient's fault;
- Is received from a third party without breaching this Agreement; or
- Is independently developed by the recipient without using the disclosing party's Confidential Information.

13.3 Confidentiality Obligations. Both you and Child Overwatch agree to protect each other's Confidential Information with the same level of care as is used for their own similar information, but no less than reasonable care. Confidential Information shall not be disclosed except to employees, advisors, and attorneys who need to know such information for this Agreement and who are under strict confidentiality duties. Child Overwatch may also share Customer Confidential Information with consultants, contractors, and other third parties under similarly strict confidentiality agreements.

13.4 Permitted Disclosures. Despite the above confidentiality commitments, Child Overwatch is permitted to disclose Customer Confidential Information as outlined in our Government Request Guide or as required by law, providing notice to you when possible, unless such notice is prohibited or deemed by Child Overwatch to pose a risk to individuals, property, or the integrity of the Services or Software.

#### XIV. THIRD PARTY PROPRIETARY RIGHTS

BY SIGNING THIS AGREEMENT YOU AGREE TO NOT, AND TO NOT PERMIT ANY END USER TO, POST, MODIFY, DISTRIBUTE, OR REPRODUCE IN ANY WAY IN CONNECTION WITH YOUR OR YOUR END USERS' USE OF THE SERVICES OR SOFTWARE ANY COPYRIGHTED MATERIAL, TRADEMARKS, OR OTHER PROPRIETARY MATERIAL THAT MAY INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANOTHER'S PROPRIETARY RIGHTS WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE OWNER OF THE PROPRIETARY RIGHTS. YOU REPRESENT AND WARRANT THAT YOU ARE EITHER THE AUTHOR OF ALL CUSTOMER CONTENT TO BE PROVIDED UNDER THIS AGREEMENT OR HAVE OBTAINED AND HOLD ALL RIGHTS NECESSARY TO PROVIDE SUCH CUSTOMER CONTENT AND RECEIVE ALL CUSTOMER CONTENT IN THE FORM PROVIDED BY CHILD OVERWATCH, IN CONNECTION WITH YOUR OR YOUR END USERS' USE OF THE SERVICES OR SOFTWARE. CHILD OVERWATCH MAY DENY ACCESS TO THE SERVICES TO ANY END USER WHO IS ALLEGED TO INFRINGE ANOTHER PERSON'S PROPRIETARY RIGHTS AND MAY REMOVE ANY STORED CUSTOMER CONTENT UPON CHILD OVERWATCH'S RECEIPT OF NOTICE BY THE PROPRIETARY RIGHTS OWNER (E.G., A TAKEDOWN REQUEST). WITHOUT LIMITING THE FOREGOING, IF YOU BELIEVE THAT ANY OF YOUR PROPRIETARY RIGHTS HAVE BEEN INFRINGED IN CONNECTION WITH THE SERVICES, NOTIFY CHILD OVERWATCH AS SPECIFIED HERE.

## XV. EXPORT RESTRICTIONS

15.1 Export Laws and How They Affect You. You understand that our Services and Software are not for distribution outside of the United States and are not intended for use outside of the United States.

15.2 What You Can't Do. You, or anyone using our services (we'll call them "End Users"), cannot use, share, send, or handle our services or software in ways that break these US Export laws, and shall not use or otherwise distribute the Services outside of the United States. This includes not sharing any technical info or materials related to our services that would go against these rules.

## XVI <RESERVED FOR FUTURE USE>

## XVII. NO WARRANTIES

17.1 SERVICES AND SOFTWARE PROVIDED "AS IS". BY AGREEING TO THESE TERMS, YOU ACKNOWLEDGE AND ACCEPT THAT THE SERVICES AND SOFTWARE PROVIDED BY CHILD OVERWATCH ARE OFFERED ON AN "AS IS" BASIS. THIS MEANS THAT CHILD OVERWATCH, ALONG WITH ITS AFFILIATES, SUPPLIERS, AND LICENSORS, EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED. THIS DISCLAIMER INCLUDES, BUT IS NOT LIMITED TO, THE DISAVOWAL OF ANY WARRANTIES CONCERNING THE MERCHANDISE'S SALEABILITY, SUITABILITY FOR A SPECIFIC PURPOSE, OR NON-VIOLATION OF INTELLECTUAL PROPERTY RIGHTS.

17.2 NO GUARANTEES ON PERFORMANCE AND RELIABILITY. CHILD OVERWATCH AND ITS ASSOCIATES DO NOT PROVIDE ANY FORM OF GUARANTEE, PROMISE, OR WARRANTY THAT:

- THE OUTCOMES EXPECTED FROM UTILIZING THE SERVICES OR SOFTWARE WILL BE ACHIEVED,
- THE INFORMATION OBTAINED THROUGH THE SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE, OR
- THE SERVICES OR SOFTWARE WILL FULFILL YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, BE SECURE, OR BE ERROR-FREE.

17.3 YOUR RESPONSIBILITY FOR RISKS. ANY DATA OR MATERIALS DOWNLOADED OR OTHERWISE ACQUIRED THROUGH THE USE OF OUR SERVICES OR SOFTWARE IS DONE AT YOUR DISCRETION AND RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY RESULTANT DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA. THUS, THE ENTIRE RISK ASSOCIATED WITH THE USE OR PERFORMANCE OF THE SERVICES AND SOFTWARE RESTS WITH YOU.

17.4 NO OBLIGATION FOR DATA RETENTION. CHILD OVERWATCH DOES NOT ASSUME RESPONSIBILITY FOR RETAINING ANY DATA, INCLUDING BUT

NOT LIMITED TO CUSTOMER DATA, OR USER INFORMATION. THE UTILIZATION OF OUR SERVICES AND SOFTWARE IS A RISK TAKEN SOLELY BY YOU.

#### XVIII. INDEMNIFICATION

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CHILD OVERWATCH, ITS AFFILIATES, AND EACH OF OUR LICENSORS, AS WELL AS THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, MEMBERS, CONSULTANTS, AND AGENTS (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ANY CLAIMS, ACTIONS, PROCEEDINGS, LIABILITIES, DAMAGES, LOSSES, OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED BY THE INDEMNIFIED PARTIES. THIS INDEMNIFICATION OBLIGATION ARISES FROM OR IS RELATED TO ANY OF THE FOLLOWING:

- YOUR OR YOUR END USERS' USE OF THE SERVICES OR SOFTWARE;
- YOUR OR YOUR END USERS' VIOLATION OF THIS AGREEMENT OR BREACH OF ANY APPLICABLE LAW;
- ANY INFRINGEMENT OR VIOLATION BY YOU OR YOUR END USERS OF ANY PROPRIETARY RIGHTS OR OTHER RIGHTS OF ANY THIRD PARTY;
- ANY RELATIONSHIP OR DISPUTE BETWEEN YOU AND AN END USER; OR
- ANY CLAIM OF PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO YOUR OR YOUR END USERS' ACTIONS OR OMISSIONS.

THIS INDEMNIFICATION DUTY ENCOMPASSES PROTECTING THE INDEMNIFIED PARTIES AGAINST HARM FROM THIRD-PARTY ALLEGATIONS OR CLAIMS THAT ARISE DIRECTLY OR INDIRECTLY FROM YOUR ACTIVITIES OR THOSE OF INDIVIDUALS USING THE SERVICE UNDER YOUR ACCOUNT. YOU ARE REQUIRED TO REIMBURSE THE INDEMNIFIED PARTIES FOR ANY COSTS, DAMAGES, OR EXPENSES, INCLUDING REASONABLE LEGAL FEES, THAT THEY MAY INCUR AS A RESULT OF SUCH CLAIMS.

XIX. <RESERVED FOR FUTURE USE>

#### XX. LIMITATION OF LIABILITY

20.1 NO LIABILITY. CHILD OVERWATCH, ALONG WITH OUR AFFILIATES, LICENSORS, AND SUPPLIERS, WILL NOT BE HELD LIABLE FOR CERTAIN KINDS OF LOSSES OR DAMAGES THAT MIGHT HAPPEN TO YOU, INCLUDING BUT NOT LIMITED TO:

- INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.
- LOSS OF PROFITS, INTERRUPTION OF YOUR BUSINESS, LOSS OF BUSINESS INFORMATION, OR MISSED BUSINESS OPPORTUNITIES.
- UNAUTHORIZED ACCESS TO OR CHANGES IN YOUR SYSTEM DATA, CONTENT, OR CUSTOMER DATA, INCLUDING ANY LOSS OR DELETION.
- COSTS TO REPLACE GOODS OR SERVICES.
- ANY DISRUPTION OR HALT IN SERVICE, SUCH AS SERVICE TERMINATION, SUSPENSION, OR CONNECTION ISSUES.
- PROBLEMS CAUSED BY YOUR INTERNET SERVICE, SYSTEM DOWNTIME, OR MAINTENANCE.
- ANY LACK OF TECHNICAL SUPPORT OR OTHER ASSISTANCE.
- ANY DAMAGES GREATER THAN WHAT YOU'VE PAID US FOR THE SERVICES (IF ANYTHING) IN THE LAST YEAR BEFORE THE CLAIM OR EVENT CAUSING THE DAMAGES.

THESE LIMITS APPLY NO MATTER WHAT THE CAUSE OF THE CLAIM, WHETHER IT'S DUE TO CONTRACT ISSUES, TORTS (LIKE NEGLIGENCE), OR ANY OTHER LEGAL REASONS, EVEN IF WE'VE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THEY STILL APPLY EVEN IF THE REMEDIES MENTIONED FAIL THEIR ESSENTIAL PURPOSE.

20.2 LOCAL LAWS AND YOUR RIGHTS. DEPENDING ON WHERE YOU LIVE, SOME OF THESE LIMITATIONS MIGHT NOT APPLY TO YOU. IF THE LAWS IN YOUR STATE OR COUNTRY OFFER YOU MORE PROTECTION OR DON'T ALLOW SOME EXCLUSIONS OF DAMAGES, THEN THOSE PROTECTIONS OR EXCLUSIONS WILL APPLY TO YOU, BUT ONLY TO THE EXTENT THAT THE LAW PERMITS.

20.3 USER RESPONSIBILITY. UPON RECEIVING NOTIFICATION OF A MATCH FROM CHILD OVERWATCH, IT'S CRUCIAL THAT YOU HANDLE THIS INFORMATION RESPONSIBLY AND LEGALLY. YOU MUST NOT ENGAGE IN ANY FORM OF DISCRIMINATION, ASSAULT, BATTERY, OR OTHER HARMFUL ACTIONS AGAINST INDIVIDUALS IDENTIFIED IN THESE MATCHES. SHOULD YOU DETERMINE THAT AN INDIVIDUAL IS PRESENT IN A LOCATION FROM WHICH THEY ARE LEGALLY BARRED, THE APPROPRIATE COURSE OF ACTION IS TO CONTACT LAW ENFORCEMENT OR RELEVANT AUTHORITIES, ALLOWING THEM TO HANDLE THE SITUATION IN ACCORDANCE WITH THE LAW.

20.4 LIABILITY FOR MISUSE OF IDENTIFICATION INFORMATION. CHILD

OVERWATCH DISCLAIMS ALL RESPONSIBILITY FOR ANY MISUSE OF THE INFORMATION PROVIDED THROUGH OUR SERVICES. BY USING OUR SERVICES, YOU AGREE TO HOLD CHILD OVERWATCH HARMLESS AND EXPRESSLY ACKNOWLEDGE THAT WE ARE NOT LIABLE FOR YOUR ACTIONS OR ANY CONSEQUENCES RESULTING FROM YOUR USE OR MISUSE OF THE INFORMATION. THIS INCLUDES ANY DIRECT OR INDIRECT ACTIONS YOU TAKE BASED ON THE MATCHED INFORMATION PROVIDED BY OUR SERVICE.

20.5 COMPLIANCE WITH LEGAL AND ETHICAL STANDARDS. YOUR USE OF THE MATCHED INFORMATION MUST ALWAYS COMPLY WITH ALL APPLICABLE LAWS AND ETHICAL STANDARDS. THIS PROVISION IS DESIGNED TO ENSURE THAT THE INFORMATION IS USED IN A MANNER THAT RESPECTS THE RIGHTS AND PRIVACY OF INDIVIDUALS WHILE SAFEGUARDING AGAINST POTENTIAL HARM. CHILD OVERWATCH PROVIDES THIS SERVICE WITH THE EXPECTATION THAT IT WILL BE USED JUDICIOUSLY AND LAWFULLY BY ALL CUSTOMERS.

20.6 ACKNOWLEDGEMENT OF LIMITATIONS. BY UTILIZING OUR SERVICES, YOU ACKNOWLEDGE THESE LIMITATIONS AND AGREE TO INDEMNIFY CHILD OVERWATCH AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, OR COSTS ARISING FROM YOUR FAILURE TO ADHERE TO THESE GUIDELINES OR ANY MISUSE OF THE INFORMATION. THIS SECTION IS INTENDED TO PROMOTE THE RESPONSIBLE USE OF POTENTIALLY SENSITIVE INFORMATION AND TO LIMIT THE LIABILITY OF CHILD OVERWATCH FOR ACTIONS TAKEN BY USERS OF OUR SERVICE BASED ON THE INFORMATION PROVIDED.

## XXI. DISPUTE RESOLUTION, ARBITRATION AGREEMENT, AND CLASS ACTION WAIVER

21.1 Agreement to Arbitrate. By this agreement, you're choosing to resolve certain disputes with Child Overwatch through binding arbitration. This means an arbitrator, not a judge or jury, will decide the outcome, and you're giving up any right to join class actions, collective actions, private attorney general actions, or any other type of representative legal actions against Child Overwatch. This Arbitration Agreement replaces all previous versions, if any.

21.2 Disputes Covered by Arbitration. Both you and Child Overwatch agree that any disputes or claims connected to this Agreement or the services provided — including but not limited to issues related to Software, hardware, integrations, advertising, your account, or any part of your dealings or relationship with Child Overwatch — will be settled through binding arbitration, not in court. This applies to disputes arising both before and after this Agreement, as well as after it ends. Agreeing to this Arbitration Agreement may limit your ability to participate in or begin certain legal actions in the future.

21.3 What's Not Covered by Arbitration. Not all disputes will be subject to arbitration.

Claims that can be brought in small claims court or disputes focusing on intellectual property rights are exceptions to this Arbitration Agreement.

21.4 How to Resolve Disputes Before Arbitration. Before moving to arbitration, you and Child Overwatch agree to try to resolve disputes through a non-binding informal mediation. You'll need to send a detailed notice of the dispute to Child Overwatch's General Counsel, including your contact information, a description of the problem, and your signature. Child Overwatch will reach out to you if they have disputes with you as well. If the issue isn't resolved within 60 days, either party can start the arbitration process. This step is not required for disputes that don't have to go through arbitration according to this agreement.

21.5 Initiating Arbitration. After attempts at informal dispute resolution have not succeeded, the party starting arbitration needs to inform the other party. The Federal Arbitration Act will guide this process, but if it doesn't apply, then state arbitration laws will take over. The arbitration provider selected will be based on where you are located, with specific ones for California residents and others for people living elsewhere. Arbitrations are generally conducted via videoconference, led by a single arbitrator capable of granting a range of legal resolutions. The decisions made in arbitration are final and can be upheld in court, though they won't influence unrelated legal matters. It's up to the arbitrator to determine if a dispute falls under the scope of this agreement, while any challenges to the agreement's class action waiver are for a court to decide.

If arbitration begins but one party moves to settle the dispute in small claims court before an arbitrator has been chosen, the arbitration process will be halted, and the matter will be resolved in small claims court instead. Should the option for small claims court be challenged and found invalid, this decision only affects the parties involved, without wider implications.

21.6 Settlement Offers and Judgment. No less than 30 days before the arbitration hearing, either you or Child Overwatch may present a written settlement offer to the other, proposing to resolve the dispute on agreed terms. If accepted, this agreement, along with evidence of acceptance, must be provided to the arbitration organization to officially resolve the dispute. Offers not accepted either before the arbitration hearing or within fifteen days of being made are considered withdrawn and won't be used in the arbitration. If an offer is rejected and the refusing party doesn't get a better resolution, they must cover their own costs from that point and may also need to pay the costs of the party who made the offer, including reasonable legal fees up to the awarded damages amount.

In cases of mass filings where the offers or judgments share common terms, a single arbitrator will handle any disputes about these offers. For arbitrations involving legal representation, lawyers must inform every claimant or respondent about individual settlement offers or judgments made to them.

21.7 Waiving Jury Trials. By agreeing to this arbitration process, both you and Child Overwatch give up the right to sue in court or have a trial by jury for any disputes covered under this Arbitration Agreement, except as specifically exempt. It's important to understand that courts rarely review the results of arbitration, and the arbitration process

itself is usually more limited and straightforward than court proceedings.

**21.8 Individual Claim Requirement.** You and Child Overwatch agree to present any claims on an individual basis only, explicitly excluding class actions, collective actions, representative actions, or any form of mass action. This means we both give up the right to have disputes decided in any way that involves grouping individual claims together. In this arbitration setting, an arbitrator will only make decisions that affect the individual who brought the claim, directly related to their own issues. If a court decides that this rule can't apply to a specific type of claim or request for relief (for example, seeking an injunction that would affect the public), then just that particular claim or request can be taken to court in the County of Riverside, State of California. Notwithstanding this term, nothing in this agreement should be construed to prevent discussions relating to the settlement of anticipated class action lawsuits.

**21.9 Bellwether Arbitration Process.** To efficiently manage and resolve a large number of similar arbitration requests — defined as a "Mass Filing" when 50 or more requests are submitted within 180 days due to the same legal issue or event — we'll select 16 of these (eight from each side) for early arbitration, called "Bellwether Arbitrations." These cases will be arbitrated first, with the rest on hold, and Child Overwatch will pay for the associated costs. During this time, the clock stops on the deadline to bring any of the waiting claims ("statutes of limitation" are paused).

Claims are considered "substantially similar" if they're based on the same events or legal questions and seek similar results. An "Administrative Arbitrator," whose costs are covered by Child Overwatch, can be asked to address initial concerns about whether the Bellwether process applies or the details of the Mass Filing. Our goal is to finish each Bellwether Arbitration within 120 days to resolve disputes more quickly and cost-effectively, benefiting everyone involved, not just those in the selected cases.

Following the Bellwether Arbitrations, we'll attempt "Global Mediation" for the remaining cases. If these are not resolved within 30 days after mediation, they'll move forward under the usual arbitration rules. We're committed to supporting this process, including taking on the financial burden and any actions that speed up arbitration, such as appointing a special master for discovery issues or setting a faster schedule for proceedings. This setup is designed to avoid class or collective legal actions, unless specifically permitted under these terms. For all claims part of the Mass Filing, the time limits to file are paused from when the dispute was first notified until they're individually submitted for arbitration.

**21.10 Arbitration Expenses.** When it comes to arbitration which is not part of a Mass Filing, you're responsible for covering your own costs, including filing, administrative, and arbitrator fees, as per the rules of the arbitration service you're using.

**21.11 Deadline to File Claims.** By law, and with the exception of the disputes mentioned in herein, you need to bring any claim or legal action under this Agreement within one (1) year from when the issue first arose. Waiting longer than this one-year window means you'll lose the right to pursue that claim. This timeframe is put on hold while you and Child Overwatch try to sort things out through the informal dispute resolution process



described above.

21.12 Choosing Not to Arbitrate. If you decide you don't want to be bound by this Arbitration Agreement, you have the option to opt out. Do this by sending an email to support@childoverwatch.com within thirty days from the day you create your account. Make sure your opt-out email comes from the account email address, includes your name and address, and clearly states you want to opt out of arbitration. You can't opt out as a group, and someone else can't do it for you. Opting out means you're no longer required to settle disputes through arbitration under this specific Agreement or its earlier versions, but it doesn't affect any future arbitration agreements between us.

21.13 Severability. If any part of this Arbitration Agreement is found to be illegal or unenforceable, only that particular section will be removed, leaving the rest of the agreement effective. The remaining sections will be interpreted in a way that most closely matches the original intention of the agreement, even without the part that was removed.

## XXII. ANONYMIZED AND AGGREGATED DATA

You consent to Child Overwatch gathering and combining technical and usage data from you and those using the services under your account ("Aggregated Anonymous Data"). Child Overwatch is allowed to use this anonymized data, in line with relevant laws, to improve, support, and sustain the Services and Software both during and beyond the lifespan of this Agreement. This could involve developing industry standards, identifying best practices, providing recommendations, or conducting similar studies.

## XXIII. US STATE LAW PRIVACY ADDENDUM

When Child Overwatch handles personal data, personal information, or any information that can identify you or your End Users while providing Services, it does so following your instructions regarding why and how the information is processed.

If you're classified as a "business" under the California Consumer Privacy Act of 2018 (updated by the California Privacy Rights Act of 2020) and Child Overwatch manages "personal information" for you, or if you're considered a "controller" and Child Overwatch processes "personal data" as outlined by other relevant U.S. state privacy laws, or if both of these situations apply, then the processing of such "personal information" and "personal data" will be in accordance with our U.S. State Law Privacy Addendum, which is incorporated by reference here.

## XXIV. <RESERVED FOR FUTURE USE>

## XXV. AGGREGATED DATA

You recognize and consent to Child Overwatch gathering and combining technical and various forms of data regarding how you and your End Users utilize the Services and Software, as long as the data is made anonymous or stripped of any identifying details ("Aggregated Anonymous Data"). Child Overwatch has the right, according to relevant laws, to use this Aggregated Anonymous Data for the analysis, development, enhancement, support, and management of the Services and Software, both while this Agreement is in effect and afterwards. This includes the generation of industry

benchmarks, guidance on best practices, recommendations, or similar insights for both you and other clients.

XXVI. <RESERVED FOR FUTURE USE>

XXVII. <RESERVED FOR FUTURE USE>

## XXVIII. POLICIES; DATA PROCESSING ADDENDUM

28.1 Privacy Acknowledgement. When you use our Services, you're consenting to our Privacy Statement. You represent that you understand that the way we handle your personal data—how we collect, share, and process it—is in full agreement with our Privacy Statement. This includes adherence to our US State Law Privacy Addendum where applicable.

28.2 Adherence to Our Policies. You understand and agree to following the guidelines, statements, notices, and policies we have published on our legal webpage.

28.3 Specific Data Processing Terms. If you hold a business account and need Child Overwatch to handle personal data according to particular data processing agreements, you agree to contact Child Overwatch and we will make reasonable efforts to comply with those storage requirements.

## XXIX. MARKETING

You grant Child Overwatch permission to:

- Include you on their client list and use your logo in their marketing materials (like on the Child Overwatch website, email campaigns, presentations, and brochures); and
- Create content that showcases your experiences as a Child Overwatch client (such as case studies or videos).

Content created under Section B or which uses your logo will be developed in partnership with you and used only after receiving your specific written approval. Child Overwatch will follow any brand guidelines you provide in writing before they use your trademarks in any way.

## MISCELLANEOUS

30.1 Assignment and Succession. You cannot transfer your rights or obligations under this Agreement to anyone else without our express prior written consent. However, we may transfer our rights or obligations to someone else at any time, without needing to inform you, particularly in the event of a merger, acquisition, or sale of nearly all our assets, or to an affiliated company. This Agreement will apply to and protect both parties, as well as any approved successors or assignees.

30.2 Legal Framework. The laws of the State of California, U.S.A., without regard to its

conflict of laws rules, govern all aspects of this Agreement. Any legal actions connected to this Agreement must be brought in the state courts of Riverside, State of California, or the federal courts of the Central District of California.

30.3 Language. All official communications and notices related to this Agreement must be in English. If there are translations of this Agreement, the English version is the authoritative one in the event of any differences or disputes.

30.4 Entire Agreement. This Agreement represents the full and final understanding between you and us regarding its subject, superseding any previous discussions, negotiations, or agreements. We do not accept any other terms you propose unless we agree to them in writing.

30.5 Relationship of the Parties. This Agreement establishes does not establish a partnership, joint venturer, or employer-employee relationship.

30.7 Exclusivity of Rights. This Agreement is made solely for the benefit of Child Overwatch and you, and does not give any enforceable benefits or rights to any third parties.

30.8 Providing Notices. All emails sent by Child Overwatch will be sent to you via the email address which is associated with your account. It's your duty to ensure your email is current in our system. Notices we send to the latest email you've given us are deemed valid. To contact us, your notices must be sent through an overnight delivery service or regular mail, addressed to "Attn: General Counsel, Child Overwatch" and are considered received once they reach us.

30.9 Severability. If any part of this Agreement is found to be void, unlawful, or unenforceable, the rest of the Agreement remains in full effect.

30.10 Enduring Provisions. Certain sections of this Agreement are intended to continue after its conclusion or expiration, specifically those relating to confidentiality, Child Overwatch's ownership rights, granted licenses, financial duties, disclaimers, indemnities, arbitration, and limitations on liability.

30.11 Waiver. Our failure to act on or enforce any provision of this Agreement does not equate to waiving that provision, unless we acknowledge the waiver in writing, signed by an authorized representative of Child Overwatch.

30.12 Interpretation and Headings. The titles, captions, or section headings are for ease of reference only and do not influence the interpretation of any term or condition of this Agreement. Words in the singular form are meant to include the plural and vice versa where applicable. The terms "e.g." or "including" are used to provide examples and should be read as introducing an illustrative, non-exhaustive list.

## Definitions

**Services, Hardware, and Software:** Means the Child Overwatch monthly or annual subscription, the wired cameras, wireless cameras, or computer hardware which is provided in connection with your services, and the Child Overwatch proprietary facial recognition Software.

**Initial Subscription Period:** Means the term of the initial subscription which you chose at the time which you signed up with Child Overwatch.

**Renewal Periods:** Means any term after the Initial Subscription, including subsequent autorenewals.

**End User:** You or any other individual who is permitted to use this Service under your Account.

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# Child Overwatch Privacy Statement

This Privacy Policy details the personal data Child Overwatch Inc. ("Child Overwatch") collects and manages to provide its direct services, including its websites, (referred to collectively as "Child Overwatch services," "services," or "our services"). This policy applies specifically to Child Overwatch's direct services and excludes any Child Overwatch offerings covered by separate privacy policies, if any. California residents should refer to our California Privacy Notice and sections on California & Other U.S. State Privacy Rights for additional information.

## Personal Information We Collect

Personal information is any data related to an identifiable person that can be directly or indirectly linked to them. We collect or handle personal data on behalf of our users in connection with the use of Child Overwatch products and services, including:

- **Account Information:** Data associated with an account using Child Overwatch services, which may include the account administrator's name and contact details, account ID, payment and transaction history, and details about the service plan.
- **Profile and Participant Details:** Data related to a user's profile for those using Child Overwatch services under a licensed account. This includes names, email addresses, phone numbers, professional information, user IDs, or other details furnished by the user or their account administrator.
- **Contact Data:** Information input by users or their licensed end users to generate contact directories within Child Overwatch services.
- **Preferences and Settings:** Preferences and configurations associated with a Child Overwatch account or user profile.
- **Enrollment Details:** Information submitted during the registration for a Child Overwatch event, such as in-person meetings, safety conferences, webinars, or recordings. This may cover names, contact information, answers to registration prompts, and any additional information requested by the event organizer.
- **Device Specs:** Details about the devices used to access Child Overwatch services, including information about speakers, microphones, cameras, operating systems, hard drive IDs, computer names, MAC addresses, IP addresses (for general location identification), device attributes (like OS version and battery life), Wi-Fi connections, and other device-related information.
- **Usage Insights:** Information on how individuals interact with Child Overwatch services, performance metrics, and website engagement patterns. This data helps Child Overwatch understand user preferences and to improve service designs.

- **Interactions with Child Overwatch:** This includes any communication with Child Overwatch, such as support queries, virtual chats on the website, feedback on services, telephone correspondence, and other interactions. Child Overwatch owns this data and may use it to improve service and support.
- **Data and Partners:** Information about users and their companies may be received from third-party sources, like market data firms, detailing company size, industry, and contact details, as well as data from advertising partners regarding interactions with ads on Child Overwatch services.

In certain regions, the personal information Child Overwatch processes may be considered sensitive. Please see the "California & Other U.S. State Privacy Rights" section for more details.

## Usage of Personal Information?

The following outlines the primary ways Child Overwatch uses personal data, with a commitment to privacy and security:

- **Delivering Services:** Child Overwatch uses personal data to provide, tailor, and enhance its services for users, including facilitating communication features, supporting customer service inquiries, and managing user accounts and interactions. This includes using personal data to send communications through Child Overwatch services and for administrative tasks like billing and contractual obligations.
  - **Local Video Features:** Certain Services utilize your local hardware, such as video or internet, to process data directly on your device for purposes of enhancing your experiences. This data, if any, is processed locally and is not stored or used for identification purposes.
- **Research and Development:** Child Overwatch engages in product research and development to improve and innovate its services. This may involve analyzing usage patterns and preferences but does not include using customer content for training AI models.
- **Marketing and Advertising:** Personal data may be used for marketing Child Overwatch services, with user consent, including promoting new features or products based on user interactions and preferences. Your information is not used for marketing purposes.
- **Security, and Safety:** To ensure the integrity and security of its services, Child Overwatch employs measures to authenticate users, prevent fraud, and protect data. This includes scanning certain types of content for security threats and enforcing terms and policies.
- **Communication:** Child Overwatch uses personal data to communicate with users

about service updates, account information, and policy changes, and to respond to user inquiries.

- **Legal Compliance:** Child Overwatch may use personal data to comply with legal obligations, respond to lawful requests, and protect users' and their own rights and safety.

In all these activities, Child Overwatch prioritizes user privacy and data protection, ensuring that personal data is used responsibly and in alignment with user expectations and legal requirements.

## Disclosure of Personal Information?

Child Overwatch shares personal data with external parties only when there's explicit consent or under certain conditions, always considering necessary consent under applicable laws:

- **Service Providers:** Child Overwatch collaborates with external vendors to enhance its services and infrastructure and for business operations, like payment processing and analytics. These providers have limited access to personal data, strictly for the purpose of offering their services to Child Overwatch, with stringent data protection clauses in place.
- **Legal Obligations:** Personal data may be disclosed for legal reasons, such as complying with laws, responding to legal processes, enforcing terms and policies, preventing fraud or security issues, fulfilling corporate responsibilities, protecting rights and property, or managing disputes.
- **Marketing, and Analytics:** Child Overwatch partners with third parties for marketing, advertising, and analytics purposes. These partners may access information about your interaction with Child Overwatch through cookies. Users can manage their cookie preferences to limit this data sharing. Consent is obtained where required by law for such practices.
- **Business Transfers:** In the event of a business deal like a merger, acquisition, or asset sale, personal data may be part of the transferred assets. Child Overwatch will share information during such negotiations to facilitate the transaction.

In each case, Child Overwatch commits to ensuring that personal data is shared responsibly, with protections in place to maintain privacy and security, and in alignment with legal requirements and user consent.

## Personal Information Visibility and Management in Meetings and Other Services

When participating in activities on the Child Overwatch website, be aware that various parties, including third parties not part of the specific interaction, may have visibility into the content and information shared:

- **Account Owners and Administrators:** The entity or individual holding the Child Overwatch account has the ability to designate administrators to help manage their account. This includes the ability to view, manage, and, in some cases, control settings related to privacy and content sharing, such as enabling or disabling features.
- **Meeting and Webinar Content:** Information shared during physical meetings and webinars, like participant details, registration information, and any shared content may be accessible to the account owner, designated administrators, and other participants based on the account's privacy settings and features enabled by the account owner.
- **Communications:** The details of your communications within Child Overwatch, including emails, calendar invites, and messages, can be visible to and shared by other users and participants.

## Your Privacy Rights and Options

### Opting Out of Marketing Communications:

If you prefer not to receive marketing updates or offers from Child Overwatch or its partners, you have the flexibility to opt out. This can be done directly through the options provided in the communications you receive, such as unsubscribe links in emails or SMS messages. Alternatively, you can express your preferences by contacting Child Overwatch at [support@childoverwatch.com](mailto:support@childoverwatch.com). It's important to note that opting out of marketing communications does not affect the delivery of non-marketing messages essential to your service, like billing information, transaction confirmations, or important customer service updates. Child Overwatch commits to not sharing your mobile data for text messaging campaigns without your explicit consent, except when necessary to provide requested services.

### Your Data Rights:

Child Overwatch recognizes the importance of data rights, especially for individuals in regions with specific privacy regulations, such as California, and other U.S. states with applicable privacy laws. Depending on your location, you may have rights to:

- **Access Information:** Request details about the personal data Child Overwatch holds about you.
- **Amend or Correct Data:** Have your personal data corrected if it is inaccurate or incomplete, either through direct tools provided or by contacting Child Overwatch.



- **Delete Personal Data:** Request the deletion of your personal data where applicable.

To exercise these rights, Child Overwatch provides mechanisms, such as direct links or account settings, where you can manage your personal information. There are situations, however, where requests might be declined, especially if they are overly burdensome, technically infeasible, or could expose others' privacy to risk. As an account holder or a user under a licensed account, you often have the ability to directly adjust your personal data within your account settings.

Child Overwatch's policies ensure that your personal data rights are respected and provide clear pathways for managing your privacy preferences and data protection.

## **Contacting Us**

To manage your privacy preferences or exercise your rights, please contact us. For inquiries or feedback regarding this Privacy Statement, contact us via email at [support@childoverwatch.com](mailto:support@childoverwatch.com)

Additionally, correspondence can be mailed to:

Child Overwatch

Attn: General Counsel

26398 Deere Ct, Suite 107

Murrieta, CA 92562

Please feel free to reach out with any questions or concerns regarding your data protection and privacy.

## **Data Retention Practices**

Child Overwatch holds onto personal data as necessary to fulfill the purposes outlined in this Privacy Statement, except when an extended retention period is mandated by law.

Our retention period determination is guided by several criteria:

- The duration of our ongoing relationship with you, including your use of Child Overwatch p services (e.g., we retain your data as long as your account is active or as you continue to use our services);
- The ability of account owners or their users to modify or delete their information directly within their accounts;
- Legal obligations that necessitate data retention (such as laws that require the

- preservation of transaction records for a set period before deletion);
- The advisability of retaining data considering our legal positions (this includes considerations related to contract enforcement, dispute resolution, statutes of limitations, ongoing litigation, or regulatory investigations).

## **Initial Notice for California and Other U.S. States**

Child Overwatch collects and processes various categories of personal information, both on our own behalf and for our customers. These categories include, but are not limited to:

- **Identifiers:** Such as details found in Account Information, Profile Information, Contact Information, and Registration Information.
- **Financial Information:** Including specifics related to payment and transactions within Account Information.
- **Commercial Information:** Relating to transactions and interactions with Child Overwatch services, also found within Account Information.
- **Internet or Electronic Activity:** Such as Device Information, and details regarding interactions with our services, including usage statistics and engagement metrics.
- **Inferences and Sensitive Personal Information:** Derived from the above data or other sources, which may include special categories of personal data under certain legal frameworks.

### **Sources of Personal Information:**

This data is sourced from various channels, including direct interactions from users, partnerships, client relationships, and publicly available sources.

### **Purpose of Data Use:**

Child Overwatch utilizes this personal information for several key purposes:

- To deliver and improve Child Overwatch Services.
- For product research and development, aiming to enhance user experience and service functionality.
- For marketing and promotional efforts.
- To ensure authentication, integrity, security, and safety of our services and users.
- For communication with users regarding service updates, changes, and customer

support.

- To fulfill legal and regulatory obligations.

### **Sharing of Personal Information:**

Personal information is disclosed to third parties for business purposes as outlined in our sharing policies. This includes operational needs, compliance with legal requirements, and the facilitation of advertising and analytics services, which might be considered a "sale" or "sharing" under certain jurisdictions, with rights to opt-out provided.

### **Data Retention:**

Data is retained for as long as necessary to fulfill the purposes outlined in this Privacy Statement, except when an extended period is mandated by law. The criteria for retention include the ongoing relationship with the user, legal obligations, and the advisability of retention based on legal positions or further details regarding your rights and choices, including how to exercise them, please refer to the specific sections addressing these topics within our Privacy Statement.

## **Privacy Rights in California and Other States**

Residents of certain U.S. states, including California, have specific rights regarding their personal information under laws like the California Consumer Privacy Act (CCPA). Here's a summary of these rights and how to exercise them:

- **Access and Portability:** You can request access to the specific pieces and categories of personal data Child Overwatch has collected about you. Additionally, you may request that this data be provided in a portable format, when technically feasible.
- **Deletion:** You have the right to request the deletion of your personal data in certain situations.
- **Correction:** If your personal data is inaccurate or incomplete, you have the right to ask for corrections.
- **Opt-Out of Data Sale or Sharing:** While Child Overwatch does not sell personal data in the traditional sense, it may use services that rely on online identifiers for advertising purposes. You can opt out of such "sale" or "sharing" by adjusting your cookies settings on our website and app. California and Connecticut residents can also use the Global Privacy Control (GPC) for this purpose.
- **Appeal:** Should we deny your request to exercise any of these rights, you have the option to appeal our decision.

Child Overwatch commits to, non-discrimination against individuals exercising their privacy rights.

**Sensitive Information:** Child Overwatch may handle sensitive personal information for purposes such as providing services, research, and development, and ensuring security. This information won't be used for inferring characteristics or disclosed in ways requiring additional consent under the CCPA.

**Exercising Your Rights:** You can exercise your rights via the provided link or, for California residents, by calling Child Overwatch. To opt out of interest-based advertising, follow the instructions for adjusting your cookie settings.

**Verification and Response:** Upon receiving your request, we'll acknowledge it within 10 business days and aim to substantively respond within 45 days. We may extend this period, if necessary, up to a total of 90 days, and will inform you accordingly.

**Designating an Authorized Agent:** You can designate someone to exercise these rights on your behalf. They'll need to provide written permission and verify their identity or show proof of power of attorney.

**Shine the Light Law:** Under this law, California residents can request information about the sharing of their personal data with third parties for direct marketing purposes during the previous calendar year. Requests should be labeled "Shine the Light Request" and include your name and confirmation of California residency.

These rights and processes are designed to provide transparency and control over your personal information, in line with Child Overwatch's commitment to privacy.

## Updates to Our Privacy Policy

Child Overwatch may periodically update this Privacy Statement to reflect changes in how we collect and process personal data. When updates occur, the revised Privacy Statement will be posted on our website, clearly marked with a "Last Updated" date to indicate when the changes were made. Should there be material changes to our Privacy Statement, we will ensure you are notified and given the opportunity to review these changes before deciding whether to continue using our products and services. This ensures that you are always informed about how your personal data is being handled and have the opportunity to make informed choices about your privacy.

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## ACCESSIBILITY STATEMENT

### **Commitment to Accessibility**

At Child Overwatch, we are committed to ensuring digital accessibility for people with disabilities. We are continually improving the user experience for everyone and applying the relevant accessibility standards.

### **Efforts to Support Accessibility**

Child Overwatch takes the following measures to ensure accessibility:

- Integrating accessibility into our procurement practices.
- Providing continual accessibility training for our staff.

### **Conformance Status**

The Web Content Accessibility Guidelines (WCAG) defines requirements for designers and developers to improve accessibility for people with disabilities. Our website is reasonably conformant with WCAG 2.1 level AA. We welcome your feedback on the accessibility of Child Overwatch. Please let us know if you encounter accessibility barriers:

E-mail: [support@childoverwatch.com](mailto:support@childoverwatch.com)

We try to respond to feedback within 3 business days.

### **Compatibility with Browsers and Assistive Technology**

Child Overwatch is designed to be compatible with major browsers and technologies. Child Overwatch is not compatible with: Browsers older than 3 major versions or Mobile operating systems older than 5 years. The accessibility of Child Overwatch's site relies on the following technologies to work with the particular combination of web browser and any assistive technologies or plugins installed on your computer, including, but not limited to:

- WAI-ARIA
- CSS

These technologies are relied upon for conformance with the accessibility standards used. Despite our best efforts to ensure accessibility of childoverwatch.com, there may be some limitations. Please contact us if you observe an issue.

### **Formal Complaints:**

We aim to respond to accessibility feedback within 3 business days, and to propose a solution within 10 business days.