

# Privacy policy

Guard Gate - its subsidiaries and affiliated companies provide this Privacy Policy to inform you of our policies and procedures regarding the collection, use and disclosure of information we receive from users

## ACCEPTANCE AND CONSENT:

By registering for a user account, you agree to the terms and conditions of this Privacy Policy, and you consent to the collection, use and disclosure of your information by Guard Gate in accordance with the terms and conditions of this Privacy Policy. If you do not agree to the terms and conditions of this Privacy Policy, please do not provide us with any information and do not use the Service.

## CHANGES TO THE PRIVACY POLICY:

Guard Gate reserves the right, in its sole discretion, to change or modify this Privacy Policy at any time by posting the changed or modified version of the Privacy Policy on the Site. Any such changes or modifications will be effective immediately upon posting. If we make any changes to this Privacy Policy, we will change the Last Revised date below.

## PERSONAL INFORMATION AND NON-PERSONAL INFORMATION

Guard Gate may collect personal and non-personal information from you when you use the Service. Personal information is information that specifically identifies an individual, including, but not limited to, an individual's name, phone number, credit card or other billing information, email address and home address. This Privacy Policy in no way limits or restricts our collection of aggregate or anonymous information. In this Privacy Policy, we refer to all information collected from or about you, including personal information and non-personal information, as "Your Information."

## USE OF APPLICATIONS

When you launch any of our applications, we collect information regarding your device type, operating system and version, carrier provider, IP address, Media Access Control (MAC) address, International Equipment Mobile ID (IMEI), whether you are using a point package, the game version, the device's geo-location, language settings, and unique device ID. In addition, we create a unique user ID to track your use of our Service. When you play our games, we also collect information about your play and interaction with other users and the Service.

We may collect Your Information, such as your name or email address, from third party websites or other sources from which you download or access Guard Gate - applications, services or products that also make up part of the Service.

We use Your Information to provide the Service, to attempt to provide you with a better experience, to improve the quality and value of the Service and to analyze and evaluate how the Service is used. We may also use Your Information to serve you specifically, for instance, by delivering products or advertisements to you according to your preferences or restrictions.

## PUSH NOTIFICATIONS

These messages notify you of in-game activity and may allow you to play the game from your phone. With your consent we may send push notifications to your mobile device to provide game updates and other relevant messages.

## SHARING YOUR INFORMATION

We may share Your Information with third parties with whom we have a strategic relationship such as ad networks and analytics providers. The information shared with these third parties may be used for industry analysis, tracking ad conversions or demographic profiling.

## OFFER WALL:

Guard Gate takes reasonable measures to protect your information from unauthorized access or against loss, misuse or alteration by third parties.

Although we make good faith efforts to store the information collected on the Service in a secure operating environment that is not available to the public, we cannot guarantee the absolute security of that information during its transmission or its storage on our systems. Further, while we attempt to ensure the integrity and security of our network and systems, we cannot guarantee that our security measures will prevent third-party “hackers” from illegally obtaining access to this information. We do not warrant or represent that your Account or any of Your Information will be protected against, loss, misuse, or alteration by third parties.

## OUR POLICY REGARDING CHILDREN:

The Service is not directed to children under the age of 13. We do not knowingly collect or solicit personally identifiable information from children under 13. If you are under 13, please do not attempt to register for an Account on the Service or send any information about yourself to Guard Gate . If we become aware that a child under 13 has provided us with personal information, we will delete such information from our files.

### **Contact us**

In case of any questions please contact us: [maximiliangh33@gmail.com](mailto:maximiliangh33@gmail.com)

# Terms of use

Guard Gate offers a web and mobile application that automatically edits and produces videos using proprietary technologies. Guard Gate is owned and operated by device, Ltd. (hereafter “ Guard Gate ”, “us”, “our”, “we”). These Terms of Service (“Terms”) govern your access and use of the Site, the Guard Gate mobile software application (the “Application”) and all services available through the Site and the Application (collectively, the “Services”). “You” or “Your” means an adult user of the Services, or as the parent or guardian of any minor whom you allow access to the Services, and for whom you will be held strictly responsible.

By downloading the Guard Gate mobile software, registering to use the Application or otherwise accessing the Application on a local device or remote device or server, you may be eligible to use any of the Services.

Any information that you supply to us will be governed by these Terms and the Privacy Policy (as defined below) as they may be updated from time to time by us. You agree to abide by the rules and policies established from time to time by us. Such rules and policies will be applied generally in a nondiscriminatory manner to all users of the Services.

Guard Gate does not accept registration from users who are under 13 years of age, in compliance with the Children’s Online Privacy Protection Act of 1998. By visiting and contributing to content on Guard Gate, you attest that you are at least 13 years old. Please read these Terms carefully. These Terms govern your access to and use of the Services. You must accept these Terms prior to using the Site and/or the Application. Your continued use of the Site and/or the Application will be deemed acceptance to any amended or updated terms. If you do not agree to any of these Terms, please do not use the Site and/or the Application. Guard Gate reserves the right to change, update or cease to offer the Site, the Application or any part thereof at any time.

If you are using the Services on behalf of your employer or another entity, you represent and warrant that you have full legal authority to bind your employer or such other entity to these Terms. If you do not have such authority, then you may not use the Services on behalf of your employer and you must discontinue all use of the Services immediately. By logging in, you represent and warrant that you are authorized by your employer to access the Services.

## BILLING FOR COMMERCIAL USE

If you sign up for a package that allows for commercial use of the Services, you will be able to choose between a Business Package (as defined from time to time on the Site) and a Marketers Package (as defined from time to time on the Site) (each a “Commercial Use Package”) and shall be allowed to use Content (defined below) created using such Commercial Use Package for limited commercial use as set forth under the section entitled “Intellectual Property & Content.” For the purposes of these Terms, users of Commercial Use Packages will be referred to as “Commercial Users”. All other users, who may access the Services solely for their own Personal Use (as defined below) and have either a Basic Package (as defined from time to time on the Site) a Premium Package (as defined from time to time on the Site), or a Pro Package (as defined from time to time on the Site) (each a “Personal User Package”), will be

referred to respectively as “Basic Personal Users” and “Premium Personal Users” and shall jointly be referred to as “Personal Users”. Personal Users shall be allowed to use Content (defined below) created using such Personal Use Package for limited Personal Use as set forth under the section entitled “Intellectual Property & Content”.

Basic Personal Users generally use the Services without charge but may in some circumstances pay for some aspects of the Services. Premium Personal Users shall pay in accordance with the fees set forth on the Site. Personal Users may upgrade to a Commercial Use Package by signing up for a Commercial Use Package.

Current fees for Commercial Use Packages are as set forth on the Site. All fees paid are nonrefundable. We accept various forms of payment, as set forth on the Site from time to time. By signing up for a Commercial Use Package and providing your billing information, you are authorizing us to charge your designated payment method on a recurring basis. You may update any of your billing information (including a change to your desired billing payment method) through your account settings on the Site.

Your subscription for a Commercial Use Package may start with a free trial. The free trial period of your subscription lasts for the period specified during sign-up. If at the end of the free trial period, you wish to continue use of the Commercial Use Package, we will ask you to provide your billing information and charge your designated payment method on a recurring basis. Free trials are for new and certain former users only. Guard Gate reserves the right, in its absolute discretion, to determine your free trial eligibility.

Unless you cancel your subscription in the “Billing” section of your account settings or notify us of your decision to cancel, your subscription will automatically renew at the then-current fee. You will be charged on the date you signed up for a Commercial Use Package (or at the end of your free trial period) for the period ending on the last day of the then-current month, and subsequently, you will be charged in advance on or around the last day of each month for the immediately following monthly subscription term.

Guard Gate may, from time to time, modify, amend, or supplement its pricing and billing procedures, and such changes shall be effective immediately upon posting an update of these Terms or posting such changes elsewhere on the Site. If you do not accept the new changes, you should terminate your subscription immediately. If there is a dispute regarding your payment of fees, or the Service, Guard Gate have the right to terminate your account without prior notice. All fees are exclusive of any sales and use taxes, which shall be your responsibility and liability.

A Commercial Use Package is valid for only one single end user. Accounts are registered to you personally and may not be sold, traded, gifted or otherwise transferred at any time under any circumstances. You may not share your account. You may not disclose your password to anyone else. If you have registered for a Commercial Use Package on behalf of your employer, please note that each end user of a Commercial Use Package must register for his or her own account.

## **TERMINATION OF ACCOUNT**

You agree that Guard Gate may for any reason, in its sole discretion and without notice, terminate your account, and remove from the Services any Content (as defined below) associated with your account. Grounds for such termination may include (i) past due payment, regardless of the amount, (ii) extended periods of inactivity, (iii) violation of the letter or spirit of these Terms, (iv) fraudulent, harassing or abusive behavior, (v) behavior

that is harmful to other users, third parties, or the business interests of device or (vi) if, under appropriate circumstances, the user is determined by Guard Gate to be a repeat infringer of intellectual property rights. If Guard Gate terminates your account for any of the foregoing reasons, you shall not be entitled to any refund of fees paid with respect to such account. You agree to pay any outstanding balance in full within seven (7) days of termination of your account.

Guard Gate, in its sole discretion, that a violation of these Terms or any illegal or inappropriate behavior has occurred, we may take any other corrective action we deem appropriate. We reserve the right to investigate suspected violations of these Terms or illegal and inappropriate behavior on the Services. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone believed to have violated these Terms or to have engaged in illegal behavior on the Services.

You may request termination of your Guard Gate account at any time and for any reason by contacting us. Any suspension, termination, or cancellation shall not affect your obligations to device under these Terms (including but not limited to ownership, intellectual property, indemnification, and limitation of liability), which by their sense and context are intended to survive such suspension, termination, or cancellation. Premium Fees and fees paid in advance for Commercial Use Packages are not refundable, and Guard Gate shall not refund any such fees if you request to terminate your account. YOU ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES AND OTHER CHARGES ARE NON- REFUNDABLE IN WHOLE OR IN PART. YOU ARE FULLY LIABLE FOR ALL CHARGES TO YOUR ACCOUNT, INCLUDING ANY UNAUTHORIZED CHARGES.

You have the right to cancel your account at any time.

## INTELLECTUAL PROPERTY & CONTENT

device and its licensors own the Services, including all worldwide intellectual property rights in the Services, and the trademarks, service marks, and logos contained therein.

## PREMIUM CONTENT

Guard Gate provides users with “Premium Content”. Premium Content may provide for additional functionality, such as but not limited to allowing users. If you elect to pay for any Premium Content on a monthly recurring basis, you are authorizing us to charge your designated payment method on a recurring basis. You may update any of your billing information (including a change to your desired billing payment method) through your account settings on the Site. Unless you cancel your subscription in the “Billing” section of your account settings or notify us of your decision to cancel, your subscription will automatically renew at the then-current fee. You will be charged on the date you sign up on a recurring basis for the period ending on the last day of the then-current month, and subsequently, you will be charged on or around the last day of each month for the immediately following monthly subscription term.

Guard Gate may, from time to time, modify, amend, or supplement its pricing and billing procedures, and such changes shall be effective immediately upon posting an update of these Terms or posting such changes elsewhere on the Site. If you do not accept the new changes, you should terminate your subscription immediately. If there is a dispute

regarding your payment of fees, or the Service, Guard Gate shall have the right to terminate your account without prior notice. All Premium Fees are exclusive of any sales and use taxes, which shall be your responsibility and liability.

## **USE RESTRICTIONS**

The software and technology underlying the Services is the property of Guard Gate, and you may not connect to or use the Site and/or the Application in any way that is not expressly permitted by these Terms.

## **WARRANTIES; DISCLAIMER.**

WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY STATED IN THESE TERMS, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.

## **OPEN SOURCE SOFTWARE**

Software provided by Guard Gate may contain or be provided together with open source software. Each item of open source software and is subject to its own applicable license terms as listed therein, or which can be found and/or in the software documentation or the applicable help, notices, about or source files. Copyrights to the open source software are held by the respective copyright holders as indicated in the respective copyright notice.

## **LIMITATIONS**

You and Guard Gate agree that any arbitration shall be limited to the Claim between Guard Gate and you individually. YOU AND Guard Gate AGREE THAT (a) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (b) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (c) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER ARBITRATION