

PRIVACY POLICY

Effective Date: July 12, 2021

XITNV, LLC (“XIT” or “we”, “us”, or “our”) is committed to privacy and will only use information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or device (“Personal Information”) in accordance with the terms of this Privacy Policy (“Policy”).

This Policy describes how we collect, use, protect and disclose Personal Information we obtain from you when you visit our website that we own or control (today or in the future), including use of the mobile applications we own or control (today or in the future) (collectively, the “Site” or “App”). You can access the Site in many ways, including from a computer or mobile phone, and this Policy will apply regardless of the means of access. This Policy also governs the use of Personal Information we obtain from you from any third-party site or application where we post content or invite your feedback or participation. XIT cannot control the privacy policies or practices of Sites or companies that we do not own or control and cannot control the actions of people we do not employ or manage.

Please read this Policy carefully. This Policy is a legally binding contract between us and anyone who accesses our App or Site. This Policy is incorporated into and is subject to our Terms of Service. In the event of a conflict between this Policy and such Terms of Service, the Terms of Service will control. If you have any questions about this Policy, please email us at support@xit.app. If you do not want us to collect, use, or share your information in the ways described in this Policy, please do not use our App or Site. By using our App or Site you consent to the collection and use of your information (including Personal Information) by us as identified in this Policy.

If you are a resident of California, please see our [Supplemental Privacy Policy for California Residents](#), which provides additional information and disclosures.

1. Information We Collect

Information We Collect from You

In order to use our App or Site, we ask you to provide certain Personal Information and, in some cases, require you to register for an account. Where applicable, we indicate whether you must provide us with your Personal Information. If you do not provide the Personal Information, you may not be able to access our App or Site.

When you register for an account, we may access and collect the Personal Information you provide, such as your name, contact information, email address, date of birth, phone number, username and password. We may also ask for additional Personal Information including your mobile phone number.

Personal Information Collected from Third Parties

We may collect your Personal Information from third-party business partners such as social media sites, ad networks and analytics providers.

Personal Information Automatically Collected

When you use our App and Site, our servers automatically record information that your browser or device sends whenever you visit a website or utilize an application. This information may include your IP address, the type of device you are using, the internet service provider or mobile carrier you are using, your device identifiers, your mobile telephone number, your geographic location, including the links you click, the pages or screens you view, your session time, the number of times you click a page/screen, the date and time you click on a page or use a feature and the amount of time you spend on a page or using a feature.

Cookies and Other Tracking Technologies

A cookie is a small piece of data (text file) that a website – when visited by a user – asks your browser to store on your device in order to remember information about you, such as your language preference or login information. Those cookies are set by us and called first party cookies. We may also use third-party cookies – which are cookies from a domain different than the domain of the website you are visiting – for our advertising and marketing efforts, as well as to understand your browsing of the Site (for example, which page you visit or how long you stay on each page).

We may also automatically record certain information from your device by using various types of technology, including “clear gifs” or “web beacons.” This automatically collected information may include your IP address or other device address or ID, web browser and/or device type, the web pages or Site that you visit just before or after you visit our Site, the pages or other content you view or otherwise interact with on our Site and the dates and times that you visit, access or use our Site. We may also use these technologies to collect information regarding your interaction with email messages, such as whether you opened, clicked on or forwarded a message, to the extent permitted under applicable law.

Google Analytics

Our Site use Google Analytics, a web analytics service provided by Google, Inc. (“Google”), to better assist us in understanding how our Site and App are used. Google Analytics will place cookies on your computer that will generate information about your use of our Site, including your device or computer’s IP address. That information will be transmitted to and stored by Google. The information will be used for the purpose of evaluating consumer use of our Site, compiling reports on our Site’s activity for our use, and providing other services relating to the Site’s activity and usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google’s behalf. You may refuse the use of cookies by selecting the appropriate settings on your browser. Please note that by doing so, you may not be able to use the full functionality of our Site. The use of cookies by Google Analytics is covered by Google’s Privacy Policy, available at <https://policies.google.com/privacy>.

Information Collected by Third Parties

We may display third-party content on our Site, including third-party advertising. Third-party content may use cookies, web beacons or other mechanisms for obtaining data in connection with your viewing of the third-party content on our Site. Additionally, we may implement third-party buttons, such as Facebook “share” buttons, that may function as web beacons even when you do not interact with the button. Information collected through third-party web beacons and buttons is collected directly by these third parties, not by XIT. Please consult such third-party’s data collection, use and disclosure policies for more information.

Our Site may contain links to other websites. The fact that we link to a website or app is not an endorsement, authorization or representation of our affiliation with that third-party. We do not exercise control over third-party websites. These other websites may place their own cookies or other files on your computer or mobile device, collect data or solicit Personal Information from you. Other websites follow different rules regarding the use or disclosure of the Personal Information you submit to them. We are not responsible for the content, privacy and security practices, and policies of third-party websites or services to which links or access are provided through our Site. We encourage you to read the privacy policies or statements of the other websites you visit.

2. **How We Use the Information We Collect**

Non-Marketing Purposes

We may use the information we collect for non-marketing purposes including (1) validating your identity; (2) sending you push notifications or emails to provide you with alerts and updates about your account and the Service; (3) processing your transactions; (4) conducting statistical or demographic analysis; (5) complying with legal and regulatory requirements; (6) customizing your experience with the Service; (7) protecting and defending XIT and its affiliates against legal actions or claims; (8) preventing fraud; (9) debt collection; (10) satisfying contractual obligations; (11) cooperating with law enforcement or other government agencies for purposes of investigations, national security, public safety or matters of public importance when we believe that disclosure of Personal Information is necessary or appropriate to protect the public interest; and (12) for other business purposes permitted under applicable law (collectively, “Non-Marketing Purposes”).

Marketing Purposes

We may use the Personal Information we collect for our own marketing purposes including notifying you of special promotions, offers and events via push notifications, email and other means, including SMS messaging, subject to compliance with applicable laws. We may also link Personal Information (including your name, mobile phone number, and email address) with non-personal information (including Personal Information automatically collected as described in this Policy) and use such information for our own marketing purposes. If you do not want to use your Personal Information for marketing purposes, you may opt-out in accordance with the procedures described in the “Managing Your Personal Information” section below.

IF YOU PROVIDE A CELL PHONE NUMBER AND EXPRESSLY CONSENT TO RECEIVE SMS MESSAGES FROM XIT, YOU EXPRESSLY CONSENT TO RECEIVING SMS MESSAGES FROM XIT, THE PURPOSE OF WHICH IS TO MARKET XIT AND OUR SERVICE. ALTHOUGH THERE IS NO FEE ASSOCIATED WITH THIS SERVICE, YOUR CARRIER MAY CHARGE YOU FOR EACH MESSAGE YOU RECEIVE IN ACCORDANCE WITH YOUR CALLING PLAN. YOU AGREE THAT WE ARE NOT RESPONSIBLE IN ANY WAY FOR SUCH CHARGES. IF YOU DO NOT WISH TO CONTINUE TO RECEIVE ANY MARKETING SMS MESSAGES VIA YOUR MOBILE DEVICE, YOU MAY OPT-OUT AT ANY TIME BY CONTACTING US AT SUPPORT@XIT.APP OR BY TEXTING “STOP” IN RESPONSE TO A MARKETING SMS MESSAGE YOU RECEIVE FROM XIT. FAILURE TO OPT-OUT CONSTITUTES YOUR CONSENT TO CONTINUE TO RECEIVE THESE MARKETING SMS MESSAGES UNTIL YOU ELECT TO OPT-OUT.

Other Purposes

We may also use information in the aggregate to understand how our users as a group use the Service provided on our Applications. XIT will not collect additional categories of Personal Information or use the Personal Information we collect for materially different, unrelated or incompatible purposes without providing you notice.

3. **Who Whom We Share Personal Information**

For business purposes, we may share certain Personal Information we receive from and about you, and about your transactions with us, with our affiliates and certain third parties. Doing so allows us to provide the Service you request. We may also share your Personal Information with the following third parties:

Third-Party Service Providers

Your Personal Information may be shared with or collected by third-party service providers who provide us with services, including, but not limited to, facilitating shipments, data hosting or processing, credit card

processing, or processing or fulfilling transactions. We require these third-party service providers to exercise reasonable care to protect your Personal Information and restrict their use of your Personal Information to the purposes for which it was provided to them.

Third-Party Marketing Partners

We may share certain limited Personal Information with other companies with whom we have joint marketing or similar agreements, or other businesses with whom we have a contractual relationship (“Joint Marketing Partners”) who may contact you with marketing and promotional offers. These businesses generally include other service providers, such as airlines, hotels, resorts, rental car agencies and retailers, but may include others. If you would like us to stop providing your information to these Joint Marketing Partners, you may opt-out in accordance with the procedures described in the “Managing Your Personal Information” section below.

Anonymous Information

We may provide anonymized information to third parties. Any anonymized information we provide to third parties is not considered Personal Information and is not subject to the terms of this Policy.

Sale of our Business; Bankruptcy

In the event of a merger, acquisition, bankruptcy or other sale of all or a portion of our assets, we may transfer or allow third parties to use information owned or controlled by us. We reserve the right, in connection with these types of transactions, to transfer or assign your information and other information we have collected from our users to third parties or to authorize third parties to use any such information retained by us. Other than to the extent ordered by a bankruptcy or other court, the use and disclosure of all transferred user information will be subject to this Policy. However, any information you submit or that is collected after this type of transfer may be subject to a new privacy policy adopted by the successor entity.

Compliance with Laws and Law Enforcement

SE cooperates with government and law enforcement officials or private parties to enforce and comply with the law. To the extent permitted under applicable law, we may disclose any information about you to government or law enforcement officials or private parties as we believe is necessary or appropriate to investigate, respond to, and defend against legal claims, for legal process (including subpoenas), to protect the property and rights of XIT or a third-party, to protect XIT against liability, for the safety of the public or any person, to prevent or stop any illegal, unethical, fraudulent, abusive, or legally actionable activity, to protect the security or integrity of the Service and any equipment used to make the Service available, or to comply with applicable law.

4. Managing Your Personal Information

You may decline to share certain information with us, in which case, we may not be able to utilize our Site or App. To protect your privacy and security, we take reasonable steps to verify your identity before granting you account access or making corrections to your information. You are responsible for maintaining the secrecy of your unique password and account information at all times.

Email Opt-Out

From time to time (and with your consent when required), you may receive periodic mailings or emails from us with news or other information on events, products, services, discounts, special promotions, upcoming events or other offers from us or on our behalf. If at any time you wish to stop receiving emails or mailings from us please send us an email to support@xit.app with the phrase “Privacy Opt-Out” in the subject line, or write to us at the address provided below, and we will remove you from our mailing list.

Alternatively, for email communications, you may opt out of receiving such communications by following the unsubscribe instructions set forth in most promotional email message from us. Your unsubscribe request or email preferences change will be processed promptly, though this process may take several days. During that processing period, you may receive additional promotional emails from us.

Marketing/Joint Marketing Opt-Out

If you wish to opt-out of receiving solicitations from us, or do not want us to share your Personal Information with XIT's affiliates or partners for marketing purposes, you may email us at support@xit.app.

Behavioral Advertising Opt-Out

If you prefer to not receive targeted advertising, you can opt out of some network advertising programs that use your Personal Information. To do so please visit the NAI Opt-Out Page: <http://www.networkadvertising.org/choices>. Please note that even if you choose to remove your information (opt out), you will still see advertisements while you are browsing online. However, the advertisements you see may be less relevant to you and your interests. Additionally, many network advertising programs allow you to view and manage the interest categories they have compiled from your online browsing activities. These interest categories help determine the types of targeted advertisements you may receive. The NAI Opt-Out Page provides a tool that identifies its member companies that have cookies on your browser and provides links to those companies.

5. Security

XIT is committed to protecting the security of the Personal Information you provide to us and that we collect about you. We maintain commercially reasonable safeguards to maintain the security and privacy of personal information that you provide to us. Nevertheless, when disclosing Personal Information, you should remain mindful that there is an inherent risk in the use of email and the internet. Your information may be intercepted without our consent, collected illegally and used by others without your consent. We cannot guarantee the security of any information you disclose online, and you do so at your own risk.

6. Underage Persons

Our Site and App are for use by persons who are at least 13 years of age. We do not knowingly collect or allow the collection of Personal Information via the Service from persons underage, pursuant to applicable law and regulations. We do not knowingly collect or allow the collection of Personal Information via the Service from persons under the age of 13. If we learn that we have collected the Personal Information of someone under the age of 13, we will take appropriate steps to delete this information. If you are a parent or guardian of someone under the age of 13 and discover that your child has submitted Personal Information, you may contact us at support@xit.app and ask us to remove your child's Personal Information from our systems.

7. Notice to EU Residents

Legal Basis for Processing Information

If you are located in the EU or Switzerland, we rely on several legal bases to process your Personal Information. These legal bases include where:

- The processing is necessary to perform our contractual obligations, such as to provide you with our Service;
- You have given your prior consent, which you may withdraw at any time (such as for marketing purposes or other purposes we obtain your consent for from time to time);

- The processing is necessary to comply with a legal obligation, a court order or to exercise or defend legal claims;
- The processing is necessary for the purposes of our legitimate interests, such as in improving, personalizing, and developing our Service, marketing new features or products that may be of interest, and promoting safety and security as described above.

If you have any questions about, or would like further information concerning, the legal basis on which we collect and use your Personal Information, please contact us by emailing support@xit.app.

Data Retention

If you are a XIT user, we will retain your Personal Information as long as we are providing the Service to you and/or you have an active account with us, whichever is longer. If you have consented to receive marketing materials from us, we will retain your Personal Information as long as we have your consent to send you marketing materials. We retain Personal Information after we cease providing Service to you for the purpose of fraud monitoring, detection and prevention. We also retain Personal Information to comply with our tax, accounting, and financial reporting obligations, where we are required to retain the data by our contractual commitments to our financial partners, and where data retention is mandated by the payment methods that we support. Where we retain data, we do so in accordance with any limitation periods and records retention obligations that are imposed by applicable law.

Rights Under the General Data Protection Regulation

If you are located in the EU or Switzerland, you have the following rights in respect of your Personal Information that we hold:

- Right of access. The right to obtain access to your Personal Information.
- Right to rectification. The right to obtain rectification of your Personal Information without undue delay where that Personal Information is inaccurate or incomplete.
- Right to erasure. The right to obtain the erasure of your Personal Information without undue delay in certain circumstances, such as where the Personal Information is no longer necessary in relation to the purposes for which it was collected or processed.
- Right to restriction. The right to obtain the restriction of the processing undertaken by us on your Personal Information in certain circumstances, such as where the accuracy of the Personal Information is contested by you, for a period enabling us to verify the accuracy of that Personal Information.
- Right to portability. The right to portability allows you to move, copy, or transfer Personal Information easily from one organization to another.
- Right to object. You have a right to object to processing based on legitimate interests and direct marketing.

If you wish to exercise one of these rights, please email us at support@xit.app. You also have the right to lodge a complaint to your local data protection authority. Further information about how to contact your local data protection authority is available at http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm

Obligations to Data Protection Authorities (DPAs)

We will respond diligently and appropriately to requests from DPAs about this Policy or compliance with applicable data protection privacy laws and regulations. We will, upon request, provide DPAs with names and contact details of the individuals designated to handle this process. With regard to transfers of Personal Information, we will (a) cooperate with inquiries from the DPA responsible for the entity exporting the data, and (b) respect its decisions, consistent with applicable law and due process rights. With regard to transfers

of data to third parties, we will comply with DPAs' decisions relating to it and cooperate with all DPAs in accordance with applicable legislation.

International Transfers

XIT provides its Service in multiple countries; when you submit Personal Information to us, or when third parties provide Personal Information to us, we will receive it and process it in the United States and in other locations where we have service providers. In order to provide our Service, we may also need to transfer your Personal Information to locations in other jurisdictions.

If you are based in the EU or Switzerland, please note that where necessary to deliver the Service, we will transfer Personal Information to countries outside the EU and Switzerland. Countries outside the EU and Switzerland may not provide an adequate level of protection to your Personal Information. XIT takes appropriate steps to ensure your Personal Information is subject to an adequate level of protection, including entering into agreement based on the EU standard contractual clauses.

You have a right to obtain details of the mechanism under which your Personal Information is transferred outside the EU or Switzerland. You may request such details by emailing us at support@xit.app.

Contacting Our Data Protection Officer

To contact our designated Data Protection Officer, please send an email to: support@xit.app.

8. California Privacy Rights

If you are a California resident, please review XIT's [Supplemental Privacy Policy for California Residents](#) for a description of your rights under California law and how you can exercise those rights with respect to your Personal Information.

9. Changes to this Policy

We may revise this Policy from time to time in our sole discretion. We encourage you to periodically review this page for the latest information on our privacy practices. The "Effective Date" at the top of the page indicates when this Privacy Policy was last revised. Any changes will become effective when we post the revised Privacy Policy on the Site. Your use of the Service following these changes means that you accept the revised Privacy Policy.

10. Contact Us

If you would like to update or correct your information or modify your communication preferences, or if you have questions regarding our Privacy Policy or the use of information collected, you can contact us:

Phone: 775-336-6800

Email: Support@xit.app

Mail: XITNV, LLC
9736 S. Virginia, A
Reno, NV, 89511

SUPPLEMENTAL PRIVACY POLICY FOR CALIFORNIA RESIDENTS

Effective Date: July 12, 2021

This Supplemental Privacy Policy for California Residents (“Supplemental Privacy Policy”) supplements and is expressly made part of the information contained in XITNV, LLC’s (“XIT,” “we,” “us” or “our”) Privacy Policy, available at <https://www.xit.app> and applies solely to visitors to our website, our users and others who reside in the State of California (“consumers” or “you”). We adopt this Supplemental Privacy Policy in part to comply with the California Consumer Privacy Act of 2018 (“CCPA”).

1. Personal Information We Collect

For the purposes of this Supplemental Privacy Policy, “Personal Information” means any information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device (“Personal Information”).

Where applicable, we indicate whether and why you must provide us with your Personal Information, as well as the consequences of failing to do so. If you do not provide Personal Information when requested, you may not be able to benefit from the particular service, product or functionality if that information is necessary to provide you with such service, product or functionality or if we are legally required to collect it.

The CCPA describes several categories of Personal Information. The following chart describes those categories and identifies which categories we have collected during the past 12 months.

Category	Examples	Collected?
Identifiers	A real name, alias, unique personal identifier, online identifier, Internet Protocol address, account name, or other similar identifiers.	YES
Personal information categories listed in the California Consumer Records statute (Cal. Civ. Code § 1798.80(e))	A name, physical characteristics or description, telephone number. Note: Some personal information included in this category may overlap with other categories.	YES
Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing histories or tendencies	NO

Biometric information	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints and voiceprints, iris or retina scans, keystroke, gait or other physical patterns and sleep, health or exercise data.	NO
Internet or other similar network activity	Browsing history, search history, information on a consumer's interaction with a website, application or advertisement.	YES
Geolocation data.	Physical location or movements.	YES
Sensory data	Audio, electronic, visual, thermal, olfactory or similar information.	NO
Professional or employment-related information	Current or past job history or performance evaluations.	NO
Non-public education information (per the Family Education Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information or student disciplinary records.	NO
Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities and aptitudes.	YES

Personal Information does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Information from CCPA's scope, like:
 - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data;
 - personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA), the California Financial Information Privacy Act (FIPA) and the Driver's Privacy Protection Act of 1994.

2. How We Collect Personal Information

Section I of our Privacy Policy, entitled "Information we Collect" for a description of how XIT collects Personal Information.

3. How We Use Personal Information

Section II of our Privacy Policy, entitled “How We Use the Information We Collect” describes XIT’s use of Personal Information. To provide greater detail about our business purposes, XIT may use or disclose your Personal Information for one or more business purposes:

- To fulfill or meet the reason you provided the information. For example, if you share your name and contact information to ask a question about our products or services, we will use that Personal Information to respond to your inquiry. If you provide your Personal Information to purchase a product or service, we will use that information to process your payment and facilitate delivery. We may also save your Personal Information to facilitate new product orders or process refunds. If you submit a review of our products or your experience with XIT, we may post that submission on our Site.
- To provide, support, personalize and develop our Site, products and services.
- To create, maintain, customize and secure your account with us.
- To process your requests, purchases, transactions and payments and prevent transactional fraud.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your experience on our Site and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our Site, third-party Site and via email or text message (with your consent, where required by law).
- To help maintain the safety, security and integrity of our Site, products and services, databases and other technology assets and our business.
- For testing, research, analysis and product development, including to develop and improve our Site, products and services.
- To respond to law enforcement requests and as required by applicable law, court order or governmental regulations.
- As described to you when collecting your Personal Information or as otherwise set forth in the CCPA.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of XIT’s assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which Personal Information held by XIT about users of our Site is among the assets transferred.

XIT will not collect additional categories of Personal Information or use the Personal Information we collected for materially different, unrelated or incompatible purposes without providing you notice.

4. How We Share Personal Information

Section III of our Privacy Policy, entitled “Who We Share Personal Information With” describes the categories of third parties to whom XIT may disclose your Personal Information. When we disclose Personal Information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that Personal Information confidential and not use it for any purpose except performing the contract.

XIT has disclosed the following categories of Personal Information for a business purpose:

Category	Disclosed?
Identifiers	YES
Personal information categories listed in the California Consumer Records statute (Cal. Civ. Code § 1798.80(e))	YES
Protected classification characteristics under California or federal law.	YES

Commercial information	NO
Biometric information	NO
Internet or other similar network activity	YES
Geolocation data.	YES
Sensory data	NO
Professional or employment-related information	NO
Non-public education information (per the Family Education Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)	NO
Inferences drawn from other personal information.	YES

5. Sales of Personal Information

Since inception, XIT has not sold Personal Information.

6. Your Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their Personal Information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that XIT disclose certain information to you about our collection and use of Personal Information over the past 12 months. Once we receive and confirm your verifiable consumer request (see *How to Exercise Your Rights*), we will disclose to you, based on what you request:

- The categories of Personal Information we collected about you.
- The categories of sources for the Personal Information we collected about you.
- Our business and/or commercial purposes for collecting or selling that Personal Information.
- The categories of third parties with whom we shared that Personal Information.
- The specific pieces of Personal Information we collected about you (also known as a data portability request).
- If we sold or disclosed your Personal Information for a business purpose, two separate lists disclosing: (1) sales, identifying the Personal Information categories that each category of recipient purchased; and (2) disclosures for a business purpose, identifying the Personal Information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that XIT delete any of your Personal Information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request (see *How to Exercise Your Rights*), we will delete (and direct our service providers to delete) your Personal Information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service providers to:

- Complete the transaction for which we collected the Personal Information, provide a good or service you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *et. seq.*).
- Engage in public or peer-reviewed scientific, historical or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

How to Exercise Your Rights

To exercise the access, data portability and deletion rights described above, please submit a verifiable consumer request to us by either:

- Calling us at 775-336-6800
- Emailing us at support@xit.app; or

Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your Personal Information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected Personal Information or an authorized representative of that person.
- Describe your request with sufficient detail that allows us to properly understand, evaluate and respond to it.

We cannot respond to your request to exercise your access, data portability and/or deletion rights if we cannot verify your identity or authority to make the request and confirm the Personal Information relates to you.

Making a verifiable consumer request does not require you to create an account with us. However, we do consider requests made through your password-protected account sufficiently verified when the request relates to Personal Information associated with that specific account.

We will only use Personal Information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Response Timing and Format

We attempt to respond to a verifiable consumer request within 45 days after we receive it. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing within 45 days after we receive your initial request.

We will deliver our written response electronically to the address you have provided.

Any disclosures we provide will only cover the 12-month period prior to the date we receive the verifiable consumer request. The response we provide will also provide the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your Personal Information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Personal Information Sales Opt-Out and Opt-In Rights

If you are 16 years of age or older, you have the right to direct us not to sell your Personal Information at any time. We do not sell Personal Information of consumers we actually know are less than 16 years of age, unless we receive affirmative authorization from either the consumer who is between 13 and 16 years of age, or the parent or guardian of a consumer who is between 13 and 16 years of age. Consumers who opt-in to Personal Information sales may opt-out of future sales at any time.

Non-Discrimination

We will not discriminate against you for exercising any of your rights under the CCPA. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

However, we may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your Personal Information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt-in consent, which you may revoke at any time.

Other California Privacy Rights

California Civil Code Section 1798.83 permits visitors to our site who are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to us at support@xit.app.

7. Changes to this Supplemental Privacy Policy

XIT reserves the right to amend this Supplemental Privacy Policy at our discretion at any time. When we make changes to this Supplemental Privacy Policy, we will post the Supplemental Privacy Policy on the Site and update the Supplemental Privacy Policy's effective date. Your continued use of the Site following the posting of changes constitutes your acceptance of such changes.

We welcome your questions, comments and concerns about privacy. Please email us at support@xit.app with your feedback pertaining to privacy.

Terms of Service

Welcome to the XIT website (www.xit.app) and App (collectively, “Services”). Your use of any of the Services offered on or through our website or App including, without limitation, is subject to these Terms and Conditions (the “Terms”). As used in these Terms, “You” and “Your” refer to the individuals and companies that use the Services. Your use of the Services constitutes your binding acceptance of these Terms, including any modifications made to the Terms. Read these Terms carefully and completely as they set forth your rights and obligations with respect to your use of the Services. If you do not wish to be bound by the Terms, you may not access or use the Services.

1. Who Can Use the Services

No one under 13 is allowed to create an account or use the Services.

By using the Services, you state that:

- You can form a binding contract with XITNV, LLC
- You are not a person who is barred from receiving the Services under the laws of the United States or any other applicable jurisdiction—including, for example, that you do not appear on the U.S. Treasury Department’s list of Specially Designated Nationals or face any other similar prohibition.
- You are not a convicted sex offender.
- You will comply with these Terms and all applicable local, state, national, and international laws, rules, and regulations.

If you are using the Services on behalf of a business or some other entity, you state that you are authorized to grant all licenses set forth in these Terms and to agree to these Terms on behalf of the business or entity.

2. Rights We Grant You

XITNV, LLC grants you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sublicensable license to access and use the Services. This license is for the sole purpose of letting you use and enjoy the Services’ benefits in a way that these Terms and our usage policies allow.

Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device’s settings.

You may not copy, modify, distribute, sell, or lease any part of our Services, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit these restrictions or you have our written permission to do so.

3. Rights You Grant Us

Many of our Services let you create, upload, post, send, receive, and store content. When you do that, you retain whatever ownership rights in that content you had to begin with. But you grant us a license to use that content. How broad that license is depends on which Services you use and the settings you have selected.

For all content you submit to the Services other than Public Content, you grant XITNV, LLC and our affiliates a worldwide, royalty-free, sublicensable, and transferable license to host, store, use, display, reproduce, modify, adapt, edit, publish, and distribute that content. This license is for the limited purpose of operating, developing, providing, promoting, and improving the Services and researching and developing new ones.

Because Public Content is inherently public and chronicles matters of public interest, the license you grant us for this content is broader. For Public Content, you grant XITNV, LLC, our affiliates, and our business partners all of the same rights you grant for non-Public Content in the previous paragraph, as well as a perpetual license to create derivative works from, promote, exhibit, broadcast, syndicate, publicly perform, and publicly display Public Content in any form and in any and all media or distribution methods (now known or later developed). To the extent it's necessary, when you appear in, create, upload, post, or send Public Content, you also grant XITNV, LLC, our affiliates, and our business partners the unrestricted, worldwide, perpetual right and license to use your name, likeness, and voice, including in connection with commercial or sponsored content. This means, among other things, that you will not be entitled to any compensation from XITNV, LLC, our affiliates, or our business partners if your name, likeness, or voice is conveyed through the Services or our business partner's platforms.

While we're not required to do so, we may access, review, screen, and delete your content at any time and for any reason, including to provide and develop the Services or if we think your content violates these Terms. You alone, though, remain responsible for the content you create, upload, post, send, or store through the Service.

The Services may contain advertisements. In consideration for XITNV, LLC letting you access and use the Services, you agree that we, our affiliates, and our third-party partners may place advertising on the Services. Because the Services contain content that you and other users provide us, advertising may sometimes appear near your content.

We appreciate you providing us feedback or suggestions, just know that we can use them without compensating you, and without any restriction or obligation to you.

4. Content from Others

Much of the content on our Services is produced by users, publishers, and other third parties. Whether that content is posted publicly or sent privately, the content is the sole responsibility of the person or organization that submitted it. Although XITNV, LLC reserves the right to review or remove all content that appears on the Services, we do not necessarily review all of it. We do not take responsibility for any content that others provide through the Services. Also, please review Community Guidelines

5. Privacy

Please read our [Privacy Policy](#) so you understand how your personal information is being handled. By using our Services, you agree that XITNV, LLC can collect, use, and share your information consistent with that policy.

6. Respecting Other's Rights

You may not use the Services, or enable anyone else to use the Services, in a manner that:

- violates or infringes someone else's rights of publicity, privacy, copyright, trademark, or other intellectual property right.
- bullies, harasses, or intimidates.
- defames.
- spams or solicits our users.

You must also adhere to brand guidelines published by XITNV, LLC. You may not do any of the following (or enable anyone else to do so):

- use branding, logos, icons, user interface elements, designs, photographs, videos, or any other materials used in our Services.
- violate or infringe XITNV, LLC's copyrights, trademarks, or other intellectual property rights.
- copy, archive, download, upload, distribute, syndicate, broadcast, perform, display, make available, or otherwise use any portion of the Services or the content on the Services except as set forth in these Terms.
- use the Services, any tools provided by the Services, or any content on the Services for any commercial purposes without our consent.

7. Copyright

XITNV, LLC honors copyright laws. If you suspect copyright infringement, please report it to support@xit.app.

If you file a notice, it must comply with the requirements set forth at [17 U.S.C. § 512\(c\)\(3\)](#). That means the notice must:

- contain the physical or electronic signature of a person authorized to act on behalf of the copyright owner.
- identify the copyrighted work claimed to have been infringed.

- identify the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed, or access to which is to be disabled, and information reasonably sufficient to let us locate the material.
- provide your contact information, including your address, telephone number, and an email address.
- provide a personal statement that you have a good-faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- provide a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

8. Safety

By using the Services, you agree that:

- You will not use the Services for any purpose that is illegal or prohibited in these Terms.
- You will not use any robot, spider, crawler, scraper, or other automated means or interface to access the Services or extract other user's information.
- You will not use or develop any third-party applications that interact with the Services or other users' content or information without our written consent.
- You will not use the Services in a way that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services.
- You will not use or attempt to use another user's account, username, or password without their permission.
- You will not solicit login credentials from another user.
- You will not post content that contains or links to pornography, graphic violence, threats, hate speech, or incitements to violence.
- You will not upload viruses or other malicious code or otherwise compromise the security of the Services.
- You will not attempt to circumvent any content-filtering techniques we employ or attempt to access areas or features of the Services that you are not authorized to access.
- You will not probe, scan, or test the vulnerability of our Services or any system or network.

- You will not encourage or promote any activity that violates these Terms.

9. Your Account

You are responsible for any activity that occurs in your XITNV, LLC account. It's important that you keep your account secure. One way to do that is to select a strong password that you don't use for any other account.

By using the Services, you agree that, in addition to exercising common sense:

- You will not create more than one account for yourself.
- You will not create another account if we have already disabled your account, unless you have our written permission to do so.
- You will not buy, sell, rent, or lease access to your XIT account, posts, a XIT username, or a friend link without our written permission.
- You will not share your password.
- You will not log in or attempt to access the Services through unauthorized third-party applications or clients.

If you think that someone has gained access to your account, please immediately reach out to support@xit.app.

10. Data Charges and Mobile Phones

You are responsible for any mobile charges that you may incur for using our Services, including text-messaging and data charges.

11. Third-Party Services

If you use a service, feature, or functionality that is operated by a third party and made available through our Services (including Services we jointly offer with the third party), each party's terms will govern the respective party's relationship with you. XITNV, LLC is not responsible or liable for a third party's terms or actions taken under the third party's terms.

12. Modifying Services and Termination

We may add or remove features, products, or functionalities, and we may also suspend or stop the Services altogether. We may take any of these actions at any time, and when we do, we may not provide you with any notice beforehand.

XITNV, LLC may also terminate these Terms with you at any time, for any reason, and without advanced notice. That means that we may stop providing you with any Services, or impose new or additional limits on

your ability to use our Services. For example, we may deactivate your account due to prolonged inactivity, and we may reclaim your username at any time for any reason.

Regardless of who terminates these Terms, both you and XITNV, LLC continue to be bound by Sections 3, 6, 9, 10, and 13-18 of the Terms.

13. Indemnity

You agree, to the extent permitted by law, to indemnify, defend, and hold harmless XITNV, LLC, our affiliates, directors, officers, stockholders, employees, licensors, and agents from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to: (a) your access to or use of the Services; (b) your content; and (c) your breach of these Terms.

14. Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE EXTENT PERMITTED BY LAW WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, WHILE XITNV, LLC ATTEMPTS TO PROVIDE A GOOD USER EXPERIENCE, WE DO NOT REPRESENT OR WARRANT THAT: (A) THE SERVICES WILL ALWAYS BE SECURE, ERROR-FREE, OR TIMELY; (B) THE SERVICES WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS; OR (C) THAT ANY CONTENT, USER CONTENT, OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICES WILL BE TIMELY OR ACCURATE.

XITNV, LLC TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES. YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH XITNV, LLC WILL BE RESPONSIBLE FOR.

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, XITNV, LLC AND OUR MANAGING MEMBERS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, LICENSORS, AGENTS, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR MULTIPLE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (B) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON OR THROUGH THE SERVICES; OR (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, EVEN IF XITNV, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL XITNV, LLC'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE

SERVICES EXCEED THE GREATER OF \$100 USD OR THE AMOUNT YOU PAID XITNV, LLC, IF ANY, IN THE LAST 12 MONTHS.

16. Arbitration

All disputes arising from this Agreement will be submitted to and settled by final and binding arbitration. The arbitration will take place in Reno, Nevada, and will apply the governing law of this Agreement. The final and binding arbitration will be performed by a panel of three arbitrators in accordance with and subject to the Commercial Arbitration Rules of the AAA then in effect. Following notice of a party's election to require arbitration, each party will, within thirty (30) days, select one arbitrator; and those two arbitrators will, within thirty (30) days thereafter, select a third arbitrator. If the two arbitrators are unable to agree on a third arbitrator within thirty (30) days, the AAA will, within thirty (30) days thereafter, select the third arbitrator. The decision of the arbitrators will be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. The arbitrators will be bound by the warranties, limitations of liability, and other provisions of this Agreement. Notwithstanding the foregoing, each party may seek injunctive relief in a court of competent jurisdiction, where appropriate, to protect its rights pending the outcome of the arbitration.

17. Jurisdiction; Venue; Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada (irrespective of its choice of law principles). The parties hereby agree that any suit to enforce any provision of this Agreement or arising out of or based upon this Agreement or the business relationship between the parties hereto shall be brought in federal or state court in Reno, Nevada. Each party hereby agrees that such courts shall have exclusive personal jurisdiction and venue with respect to such party, and each party hereby submits to the exclusive personal jurisdiction and venue of such courts.

18. Severability

If any provision of these Terms is found unenforceable, then that provision will be severed from these Terms and not affect the validity and enforceability of any remaining provisions.

Community Guidelines

Effective Date: July 12, 2021

These Guidelines apply to all XIT users, advertisers and media partners, including the requirement that their content is accurate and where appropriate, fact-checked. In certain cases, we won't take action against content when it is newsworthy and relates to a matter of political, social, or other general concern to our community.

In our Terms of Service, we have set out specific rules for what content we allow on our website and app. Our intention has been to create a safe and positive experience for everyone. We reserve the right to decide, in our sole discretion, what content violates that spirit and will not be permitted on the platform.

Sexually Explicit Content

- We prohibit accounts that promote or distribute pornographic content.
- We report child sexual exploitation to authorities. Never post, save, or send nude or sexually explicit content involving anyone under the age of 18 — even of yourself. Never ask a minor to send explicit imagery or comments.
- Breastfeeding and other depictions of nudity in certain non-sexual contexts may be permitted.

Harassment & Bullying

- We prohibit bullying or harassment of any kind.
- Don't comment with the intention of making someone feel bad. If someone blocks you, don't try to contact them from another account.
- Sharing another person's private information in private spaces — like a bathroom, bedroom, locker room or a medical facility, without their knowledge and consent is not allowed.
- If someone in your post asks you to remove it, please do!

Threats, Violence & Harm

- Encouraging violence or dangerous behavior is prohibited. Never threaten to harm a person, a group of people, or someone's property.
- Posts of gratuitous or graphic violence are not allowed.
- We don't allow the glorification of self-harm, including the promotion of self-injury or eating disorders.

Impersonation, Deceptive Practices & False Information

- Pretending to be someone you're not, including your friends, celebrities, brands, or other organizations or attempting to deceive people about who you are is not allowed.
- We prohibit spam and other deceptive practices, including manipulating content for misleading purposes.
- We prohibit spreading false information that causes harm or is malicious, such as denying the existence of tragic events, unsubstantiated medical claims, or undermining the integrity of civic processes.

Illegal Content

- Don't use XIT for any illegal activities — including to buy or sell illegal drugs, contraband, counterfeit goods, or illegal weapons.
- We prohibit the promotion and use of certain regulated goods, as well as the depiction or promotion of criminal activities.

Terrorism, Hate Groups, and Hate Speech

- Terrorist organizations and hate groups are prohibited from using our platform and we have no tolerance for content that advocates or advances violent extremism or terrorism.
- Hate speech or content that demeans, defames, or promotes discrimination or violence on the basis of race, color, caste, ethnicity, national origin, religion, sexual orientation, gender identity, disability, or veteran status, immigration status, socio-economic status, age, weight or pregnancy status is prohibited.

If necessary, please contact us with questions about these Guidelines. Email us at: support@xit.app.

We review these reports to determine whether there is a violation of these Guidelines and any action needs to be taken.

If you violate these Community Guidelines, we may remove the offending content, terminate or limit the visibility of your account, and/or notify law enforcement. If your account is terminated for violating our Terms of Service or these Guidelines, you may not use XIT again. Please take these Guidelines seriously!