Platform Privacy Policy

Last Updated: March 28th, 2025

The Provider understands that individuals value their privacy and the Provider considers Customer's privacy to be very important. Details about Partner:

The name and details of the Provider can be found in the welcome email sent to you upon subscribing to the Platform. In addition, it can be found after logging in to the website paspla.com in the footer of this website, and on the My Account details page on paspla.com/account.

This Privacy Policy ("**Policy**"), as further defined below, explains the Provider's practices in regard to privacy, including but not limited to, how the Provider handles information that may be collected from Customer. For the purpose of the following Policy, references to the Provider include the Provider and its affiliates, subsidiaries, agents, representatives, successors, and assigns.

Please review the Provider's Platform Terms and Conditions ("**Terms**"), which govern Customer's use of Services. Any capitalized terms that are not defined in this Policy shall have the meaning given in the Terms. This Policy will remain in full force and effect, even if Customer's use of or participation in the Services or any particular service, feature, function or promotional activity offered through the Services terminates, expires, ceases, is suspended or deactivated. If Customer does not agree with this Policy, please do not participate in the Services or any features, activities or services offered through the Services.

This Privacy Policy applies to:

1. The website(s) as operated by the Provider located at paspla.com and all corresponding webpages, subdomains, substitute, or successor domains associated with paspla.com ("**Site**");
2. The mobile applications operated by the Provider, including but not limited to web, desktop, console and other applications ("**Licensed Application**");
3. Any other Content, applications, features, functionality, information and services offered by the Provider though the Site and/or Licensed Application, including, without limitation, viral, embeddable or application/device-based features and related technology ("**Services**"); and
4. Any and all Content and software available through the Site and/or the Licensed Application ("**Platform**").

From time to time, the Provider may modify this Policy. Any such modification to this Policy will be posted on the Site and the "Last Updated" date at the top of this webpage will be revised accordingly. Customer's continued use of the Platform following such modifications indicates Customer's understanding and acceptance of the revised Policy. It is important that Customer reviews this Policy regularly to ensure Customer is updated as to any changes.

Information Collection

The Provider collects certain pieces of information from Customer as detailed further below. The Provider may combine certain automatically collected information with other information the Provider obtains about Customer, which may include information the Provider obtains from other parties.

INFORMATION COLLECTION		
INFORMATION COLLECTED	**SOURCE OF INFORMATION**	**PURPOSE**
- IP address - Device identifiers - Browser characteristics - Operating system details - Internet service provider details - Language preferences - Referring URLs - Pages viewed - Time of visits - Duration of visits	Automatic upon: - Visit to Site - Use of Licensed Application - Use of Platform	- Location verification - Content delivery performance and enhancement - Site performance operation and enhancement - Service performance operation and enhancement - Licensed Application performance and enhancement - Platform performance operation and enhancement - Marketing and targeted content delivery - Investigation of possible unlawful activities, fraud, or policy violations - Protect and defend the Provider's rights
- Name - Physical address - Email address - Age - Account settings and preferences - Telephone number - Payment information	Customer provides to the Provider directly upon registration for: - Creation of Customer's account - Use of Services - License Application use - Platform use Customer provides to the Provider directly upon signing up for participation in marketing or informational communications.	- Provide Services through the Provider's Site, Licensed Application, and/or Platform - Access Content through the Provider's Site, Licensed Application, and/or Platform - Complete a transaction for use and/or access to the Provider's Site, Licensed Application, and/or Platform - Provide customer service or support for use of the Provider's Services and/or access to the Provider's Site, Licensed Application, and/or Platform - Provide information about the Provider's Services, Site, Licensed Application, and/or Platform - Marketing and targeted content delivery - Sweepstakes and promotional administration - Dispute resolution and appeals - Investigation of possible unlawful activities, fraud, or policy violations - Protect and defend the Provider's rights
- Name - Physical address - Email address - Age - Account settings and preferences - Telephone number - Payment information	Customer provides to the Provider through the Provider's vendors upon registration for: - Use of Services - License Application use - Platform use Customer provides to the Provider through the Provider's vendors upon signing up for participation in marketing or informational communications.	- Provide Services through the Provider's Site, Licensed Application, and/or Platform - Access Content through the Provider's Site, Licensed Application, and/or Platform - Complete a transaction for use and/or access to the Provider's Site, Licensed Application, and/or Platform - Provide customer service or support for use of the Provider's Services and/or access to the Provider's Site, Licensed Application, and/or Platform - Provide information about the Provider's Services, Site, Licensed Application, and/or Platform - Marketing and targeted content delivery - Sweepstakes and promotional administration - Dispute resolution and appeals - Investigation of possible unlawful activities, fraud, or policy violations - Protect and defend the Provider's rights

Information Disclosure

The Provider may share information the Provider collects with vendors, affiliates, contractors, and other parties as further detailed below and/or as required by Applicable Law. Additionally, in the event of a business occurrence requiring the Provider sells and/or transfers all or a portion of the Provider's business or assets (e.g., merger with another entity, bankruptcy, reorganization, etc.). The Provider reserves the right to disclose any information the Provider may obtain through the Provider's Site, Licensed Application, and/or Platform.

INFORMATION DISCLOSURE		
INFORMATION DISCLOSED	**DISCLOSURE RECIPIENT**	**DISCLOSURE PURPOSE**
- IP address - Device identifiers - Browser characteristics - Operating system details - Internet service provider details - Language preferences - Referring URLs - Pages viewed - Time of visits - Duration of visits	- Vendors - Affiliates - Contractors - Other parties	- Location verification - Content delivery performance and enhancement - Site performance operation and enhancement - Service performance operation and enhancement - Licensed Application performance and enhancement - Platform performance operation and enhancement - Marketing and targeted content delivery - Provide Services through the Provider's Site, Licensed Application, and/or Platform - Access Content through the Provider's Site, Licensed Application, and/or Platform - Complete a transaction for use and/or access to the Provider's Site, Licensed Application, and/or Platform - Provide customer service or support for use of the Provider's Services and/or access to the Provider's Site, Licensed Application, and/or Platform - Provide information about the Provider's Services, Site, Licensed Application, and/or Platform - Marketing and targeted content delivery - Sweepstakes and promotional administration - Dispute resolution and appeals - Investigation of possible unlawful activities, fraud, or policy violations - Protect and defend the Provider's rights - Investigation of possible unlawful activities, fraud, or policy violations - Protect and defend the Provider's rights - Compliance with legal process (e.g., search warrant, subpoena, or court order) - Emergency response - Investigation, protection, and remediation of unauthorized use , misuse, or abuse of the Provider's Site, Services, Licensed Application, and/or Platform
- Name - Physical address - Email address - Age - Telephone number - Payment information	- Vendors - Affiliates - Contractors - Other parties	- Marketing and targeted content delivery - Provide Services through the Provider's Site, Licensed Application, and/or Platform - Access Content through the Provider's Site, Licensed Application, and/or Platform - Complete a transaction for use and/or access to the Provider's Site, Licensed Application, and/or Platform - Provide customer service or support for use of the Provider's Services and/or access to the Provider's Site, Licensed Application, and/or Platform - Provide information about the Provider's Services, Site, Licensed Application, and/or Platform - Marketing and targeted content delivery - Sweepstakes and promotional administration - Dispute resolution and appeals - Investigation of possible unlawful activities, fraud, or policy violations - Protect and defend the Provider's rights - Investigation of possible unlawful activities, fraud, or policy violations - Protect and defend the Provider's rights - Compliance with legal process (e.g., search warrant, subpoena, or court order) - Emergency response - Investigation, protection, and remediation of unauthorized use , misuse, or abuse of the Provider's Site, Services, Licensed Application, and/or Platform

Information Retention and Removal

The Provider will store Customer's information for no longer than is necessary for the performance of Services or to otherwise fulfil the purpose(s) for which the information was collected, or as may be permitted under Applicable Law. Unless otherwise required by Applicable Law, at the conclusion of the applicable retention period, the Provider will remove information as described in this Policy from the Provider's systems and records or take appropriate steps to properly anonymize it.

Cookies and Tracking

The Provider may use cookies, which are small data files stored by Customer's web browser on Customer's computer, to automatically collect certain information. Cookies, for example, may allow a website to recognize a device, record user preferences, track page clicks and navigation while visiting the website, and identify the website visited immediately beforehand. The Provider and the Provider's vendors may use first-party cookies or other first-party identifiers as well as third-party cookies or other third-party identifiers to deliver advertisements, create a profile of Customer, measure Customer's interests, detect Customer's demographics, detect Customer's location, detect Customer's device, and personalize content. Please note that blocking cookies may affect the availability and functionality of the Provider's Site, Services, Licensed Application, and/or Platform. Also, disabling cookies may invalidate opt outs that use cookies to recognize devices that have opted out.

Customer's web browser may have settings that allow Customer to transmit a "Do Not Track" signal when Customer visits variothe Provider websites or use online services. The Provider will not disable tracking technology that may be active on the Site, Licensed Application, and/or Platform in response to any "do not track" requests that are sent to the Site, Licensed Application, and/or Platform. To learn more about "Do Not Track" signals, visit www.allaboutdnt.com.

OTHER FEATURES		
FEATURE	**FEATURE PURPOSE**	**FEATURE INFORMATION/OPT OUT**
Web analytics	The Provider may use certain web analytics services offered by other parties such as Google Analytics to help the Provider understand and analyze how individuals use the Provider's Site, Services, Licensed Application, and/or Platform and serve advertisements on the Provider's behalf across the Internet.	Further information on how Google Analytics uses data collected through Customer's use of the Provider's Site, Licensed Application, and/or Platform is available through the below link: www.google.com/policies/privacy/the Providers/. To opt out of Google Analytics cookies, visit: http://www.google.com/settings/ads and https://tools.google.com/dlpage/gaoptout/.
Advertisements and online services	The Provider may use vendors to provide advertisements on other online services.	The Provider is not responsible for the effectiveness of, or compliance with, other parties' opt out options or the accuracy of their statements regarding any applicable opt out programs. Please note, even if Customer is able to opt out of certain kinds of interest-based advertisements, Customer will continue to receive non-targeted advertisements.
	*Digital Advertising Alliance ("**DAA**")* Certain external parties may participate in the DAA AdChoices Program and may display an Advertising Option Icon for interest-based advertisements that links to an opt out tool which allows individuals to exercise certain choices regarding targeting and targeted advertisements.	Customer can learn more about the DAA AdChoices Program at: http://www.youradchoices.com/ Customer can learn more about the DAA opt out program for mobile applications at: http://www.aboutads.info/appchoices.
	*Network Advertising Initiative ("**NAI**")* In addition, certain advertising networks and exchanges may participate in NAI.	NAI has developed a tool that allows individuals to opt out of certain interest-based advertisements delivered by NAI members' advertisement networks. To learn more about opting out of such targeted advertising or to use the NAI tool, see: http://www.networkadvertising.org/choices/. To learn more about the NIA opt out program from mobile applications, see: https://www.networkadvertising.org/mobile-choice/.

Information Choices

By providing the Provider with Customer's email address or other contact details, Customer agrees that the Provider may communicate with Customer for marketing messages, via electronic communication channels, including without limitation emails promoting third-party products and services, or for informational purposes in regard to the Provider's Site, Services, Licensed Application, and/or Platform. If Customer no longer wishes to receive email communications, Customer may unsubscribe the using the link provided in the email communication or by sending the Provider an email at contact@paspla.com. To opt out of push notifications please change the settings in your browser.

Interactions with Other Parties, Websites, and Applications

Social media platforms	Use of the Provider's Site, Services, Licensed Application, and/or Platform may permit Customer to interact with social media platforms operated by unaffiliated other parties. If Customer chooses to interact with or share content or post information using a social media platform, that information may be publicly displayed, and the party operating the other platform may receive certain information about Customer and Customer's use of the Provider's Site, Services, Licensed Application, and/or Platform. the Provider may have access to information about Customer from a social media platform operated by another party. If Customer interacts with a social media platform and Customer mentions or comment about the Provider or the Provider's Site, Services, Licensed Application, and/or Platform in Customer's post on another platform, that platform may allow the Provider to publish Customer's post on the Provider's Site, Licensed Application, and/or Platform. In addition, the Provider may receive information about Customer if a customer on a social media platform gives the Provider access to their profile and Customer is one of their connections, or information about Customer is otherwise accessible through that customer. Customer may also choose to interact with social media platforms if Customer creates an account and/or log in to the Provider's Site, Licensed Application, and/or Platform with Customer's access credentials from another website or online service (e.g., by using "Facebook Connect"). Accessing the Provider's Site, Licensed Application, and/or Platform in this way may allow the Provider to collect (or the other party to share with the Provider) information about Customer. The Provider is not responsible for another party's privacy policy or terms of use or Customer's decision to interact with another party. The Provider does not exercise any control over, and is not responsible for, the privacy and security practices of other parties' websites and applications. The Provider strongly encourages Customer to review the privacy policies on any website or application Customer visits or otherwise interact with.
Sweepstakes and promotions	The Provider may operate sweepstakes and promotions (e.g., contests, raffles, etc.) either jointly sponsored or offered by other parties that may require submitting information. If Customer chooses to participate in such sweepstakes and promotions, Customer's information may be disclosed to other parties as described in the terms applicable to that particular sweepstakes or promotion. Insofar as the terms applicable to a particular sweepstakes or promotion conflict with this Policy, the terms applicable to the sweepstakes or promotion shall control.
Other services	Services on the Provider's Site, Licensed Application, and/or Platform may be linked to or otherwise rely on integrations with other websites, applications, interfaces, and/or platforms operated by other parties (e.g., PayPal). Information shared with such parties may be shared with the Provider and the Provider may combine that information with other information the Provider has about Customer that the Provider obtains from other parties. In the event Customer submits information to another party, Customer is subject to that other's party's privacy policy and terms of use as applicable. The Provider is not responsible for another party's privacy policy or terms of use or Customer's decision to interact with another party.
Website links	Links to other websites or applications of other parties may be provided to Customer on the Provider's Site, Licensed Application. The Provider provides such links to other websites and applications of other parties because the Provider think Customer may enjoy or may mind find them to be use full to Customer. The websites and applications of other parties operate independently of the Provider and have their own established privacy and security policies. The Provider does not exercise any control over, and is not responsible for, the privacy and security practices of other parties' websites and applications. The Provider strongly encourages Customer to review the privacy policies on any website or application Customer visits or otherwise interact with.

Information Security

The security of Customer's information is important to the Provider, and the Provider takes steps to ensure that Customer's information is treated securely and in accordance with this Policy. The Provider takes reasonable measures to protect Customer's personal information from loss, theft, misuse, unauthorized access, disclosure, alteration, and destruction. Although the Provider will do the Provider's best to protect Customer's information, the Provider cannot guarantee the security of Customer's information transmitted through the Site, Licensed Application, and/or Platform or in Customer's written communications to the Provider. Transmission via the Internet and online digital storage are not completely secure, so the Provider cannot guarantee the security of Customer's information collected through the use of the Services, transmission is at Customer's own risk.

Children's Privacy

The Provider's Site, Licensed Application, and/or Platform are not intended for children under 13 years of age. The Provider does not knowingly allow anyone under the age of 13 to utilize the Provider's Services, including, but not limited to, those that may be offered through the Provider's Site, Licensed Application, and/or Platform. The Provider does not knowingly collect personal information from any individual under 13 years of age. If the Provider learns that an individual is under 13 and has submitted personal information to the Provider, the Provider will delete such personal information promptly in accordance with Applicable Law.

California Residents

California's "Shine the Light" law (Civil Code Section § 1798.83) permits California residents to request certain information regarding the Provider's disclosure of Customer's personal information to third parties for their own direct marketing purposes. The Provider does not share personal information for third parties for their own direct marketing purposes. As a California resident, Customer may request information about the Provider's compliance with this law by contacting the Provider at the following email address: contact@paspla.com. Any such request must include "California Shine The Light Request" in the first line of the description and include Customer's name, physical address, city, state, and ZIP code. Please note that the Provider is only required to respond to one request per individual each year.

Contact The Provider

If Customer have any questions about this Policy or about The Provider's privacy practices, please feel free to contact the Provider at:

The name and details of partner can be found in the welcome email sent to you upon subscribing to the Platform. In addition, it can be found after logging in to the website paspla.com in the footer of this website, and on the My Account details page on paspla.com/account.