Platform Privacy Policy

Last Updated: February 23rd 2023

The Company” understands that individuals value their privacy and The Company considers User’s privacy to be very important. This Privacy Policy (“**Policy**”), as further defined below, explains the Company’s practices in regard to privacy, including but not limited to, how the Company handles information that may be collected from User. For the purpose of the following Policy, references to the Company include the Company and its affiliates, subsidiaries, agents, representatives, successors, and assigns. Details about the Company:

The name and details of the Company 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 swizzzy.com in the footer of this website, and on the My Account details page on swizzzy.com/account.

Please review the Company’s Platform Terms and Conditions (“**Terms**”), which govern User’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 User’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 User 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 Company located at [insert domain] and all corresponding webpages, subdomains, substitute, or successor domains associated with swizzzy.com (“**Site**”);
2. The mobile applications operated by the Company, 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 Company 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 Company 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. User’s continued use of the Platform following such modifications indicates User’s understanding and acceptance of the revised Policy. It is important that User reviews this Policy regularly to ensure User is updated as to any changes.

Information Collection

The Company collects certain pieces of information from User as detailed further below. The Company may combine certain automatically collected information with other information the Company obtains about User, which may include information the Company 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 Company's rights
- Name - Physical address - Email address - Age - Account settings and preferences - Telephone number - Payment information	User provides to the Company directly upon registration for: - Creation of User's account - Use of Services - License Application use - Platform use User provides to the Company directly upon signing up for participation in marketing or informational communications.	- Provide Services through the Company's Site, Licensed Application, and/or Platform - Access Content through the Company's Site, Licensed Application, and/or Platform - Complete a transaction for use and/or access to the Company's Site, Licensed Application, and/or Platform - Provide customer service or support for use of the Company's Services and/or access to the Company's Site, Licensed Application, and/or Platform - Provide information about the Company'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 Company’s rights
- Name - Physical address - Email address - Age - Account settings and preferences - Telephone number - Payment information	User provides to the Company through the Company’s vendors upon registration for: - Use of Services - License Application use - Platform use User provides to the Company through the Company’s vendors upon signing up for participation in marketing or informational communications.	- Provide Services through the Company’s Site, Licensed Application, and/or Platform - Access Content through the Company’s Site, Licensed Application, and/or Platform - Complete a transaction for use and/or access to the Company’s Site, Licensed Application, and/or Platform - Provide customer service or support for use of the Company’s Services and/or access to the Company’s Site, Licensed Application, and/or Platform - Provide information about the Company’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 Company’s rights

Information Disclosure

The Company may share information the Company 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 Company sells and/or transfers all or a portion of the Company’s business or assets (e.g., merger with another entity, bankruptcy, reorganization, etc.). The Company reserves the right to disclose any information the Company may obtain through the Company’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 Company’s Site, Licensed Application, and/or Platform - Access Content through the Company’s Site, Licensed Application, and/or Platform - Complete a transaction for use and/or access to the Company’s Site, Licensed Application, and/or Platform - Provide customer service or support for use of the Company’s Services and/or access to the Company’s Site, Licensed Application, and/or Platform - Provide information about the Company’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 Company’s rights - Investigation of

		possible unlawful activities, fraud, or policy violations - Protect and defend the Company’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 Company’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 Company’s Site, Licensed Application, and/or Platform - Access Content through the Company’s Site, Licensed Application, and/or Platform - Complete a transaction for use and/or access to the Company’s Site, Licensed Application, and/or Platform - Provide customer service or support for use of the Company’s Services and/or access to the Company’s Site, Licensed Application, and/or Platform - Provide information about the Company’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 Company’s rights - Investigation of possible unlawful

		activities, fraud, or policy violations - Protect and defend the Company’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 Company’s Site, Services, Licensed Application, and/or Platform

Information Retention and Removal

The Company will store User’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 Company will remove information as described in this Policy from the Company’s systems and records or take appropriate steps to properly anonymize it.

Cookies and Tracking

The Company may use cookies, which are small data files stored by User’s web browser on User’s computer, to automatically collect certain information. Cookies, for example, may allow a website to recognize a device, record use r preferences, track page clicks and navigation while visiting the website, and identify the website visited immediately beforehand. The Company and the Company’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 User, measure User’s interests, detect User’s demographics, detect User’s location, detect User’s device, and personalize content. Please note that blocking cookies may affect the availability and functionality of the Company’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.

User’s web browser may have settings that allow User to transmit a “Do Not Track” signal when User visits variothe Company websites or use online services. The Company 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 Company may use certain web analytics services offered by other parties such as Google Analytics to help the Company understand and	Further information on how Google Analytics use s data collected through User’s use of the Company’s Site, Licensed Application, and/or Platform is available through the below link: www.google.com/policies/privacy/the Companys/. To opt out of Google Analytics cookies, visit: http://www.google.com/settings/ads and https://tools.google.com/dlpage/gaoptout/.

	analyze how individuals use the Company’s Site, Services, Licensed Application, and/or Platform and serve advertisements on the Company’s behalf across the Internet.	
Advertisements and online services	The Company may use vendors to provide advertisements on other online services.	The Company 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 User is able to opt out of certain kinds of interest-based advertisements, User 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.	User can learn more about the DAA AdChoices Program at: http://www.youradchoices.com/ User 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 Company with User’s email address, User agrees that the Company may communicate with User for marketing or informational purposes in regard to the Company’s Site, Services, Licensed Application, and/or Platform. The Company offers choices about the types of information User receives from the

Company from such email communications. If User no longer wish to receive such email communications, User may unsubscribe the using the link provided in the email communication or by sending the Company an email at Info.uk@veguro.com.

Interactions with Other Parties, Websites, and Applications

Social media platforms	Use of The Company's Site, Services, Licensed Application, and/or Platform may permit User to interact with social media platforms operated by unaffiliated other parties. If User 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 User and User's use of the Company's Site, Services, Licensed Application, and/or Platform. the Company may have access to information about User from a social media platform operated by another party. If User interacts with a social media platform and User mentions or comment about the Company or the Company's Site, Services, Licensed Application, and/or Platform in User's post on another platform, that platform may allow the Company to publish User's post on the Company's Site, Licensed Application, and/or Platform. In addition, the Company may receive information about User if a customer on a social media platform gives the Company access to their profile and User is one of their connections, or information about User is otherwise accessible through that customer. User may also choose to interact with social media platforms if User creates an account and/or log in to the Company's Site, Licensed Application, and/or Platform with User's access credentials from another website or online service (e.g., by using "Facebook Connect"). Accessing the Company's Site, Licensed Application, and/or Platform in this way may allow the Company to collect (or the other party to share with the Company) information about User. The Company is not responsible for another party's privacy policy or terms of use or User's decision to interact with another party. The Company does not exercise any control over, and is not responsible for, the privacy and security practices of other parties' websites and applications. The Company strongly encourages User to review the privacy policies on any website or application User visits or otherwise interact with.
Sweepstakes and promotions	The Company may operate sweepstakes and promotions (e.g., contests, raffles, etc.) either jointly sponsored or offered by other parties that may require submitting information. If User chooses to participate in such sweepstakes and promotions, User'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 Company'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 Company and the Company may combine that information with other information the Company has about User that the Company obtains from other parties.

	In the event User submits information to another party, User is subject to that other's party's privacy policy and terms of use as applicable. The Company is not responsible for another party's privacy policy or terms of use or User's decision to interact with another party.
Website links	Links to other websites or applications of other parties may be provided to User on the Company's Site, Licensed Application. The Company provides such links to other websites and applications of other parties because the Company think User may enjoy or may mind find them to be use full to User. The websites and applications of other parties operate independently of the Company and have their own established privacy and security policies. The Company does not exercise any control over, and is not responsible for, the privacy and security practices of other parties' websites and applications. The Company strongly encourages User to review the privacy policies on any website or application User visits or otherwise interact with.

Information Security

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

Children's Privacy

The Company's Site, Licensed Application, and/or Platform are not intended for children under 13 years of age. The Company does not knowingly allow anyone under the age of 13 to utilize the Company's Services, including, but not limited to, those that may be offered through the Company's Site, Licensed Application, and/or Platform. The Company does not knowingly collect personal information from any individual under 13 years of age. If the Company learns that an individual is under 13 and has submitted personal information to the Company, the Company 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 Company's disclosure of User's personal information to third parties for their own direct marketing purposes. The Company does not share personal information for third parties for their own direct marketing purposes. As a California resident, User may request information about the Company's compliance with this law by contacting the Company at the following email address: Info.uk@veguro.com. Any such request must include "California Shine The Light Request" in the first line of the description and include User's name, physical address, city, state, and ZIP code. Please note that the Company is only required to respond to one request per individual each year.

Contact The Company

If User have any questions about this Policy or about The Company's privacy practices, please feel free to contact the Company 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 swizzzy.com in the footer of this website, and on the My Account details page on swizzzy.com/account.