## PAG CASTILLO PLLC PRIVACY POLICY

LAST UPDATED: July 23, 2024

Welcome to PAG Castillo PLLC ("PAGC"). We are committed to protecting your privacy and ensuring the security of your personal information. This Privacy Policy outlines our practices regarding the collection, use, and protection of the information you provide when you access or use our website, <a href="www.pagcastillo.com">www.pagcastillo.com</a> (the "Website").

Your privacy is of utmost importance to us. This Privacy Policy is designed to help you understand what information we collect, why we collect it, how we use it, and the choices you have regarding your information. By using our Website, you consent to the collection and use of your information as described in this policy.

We recognize the importance of transparency and accountability, and we are committed to protecting your personal information under applicable laws and best practices. This Privacy Policy applies to all users of our Website and covers all aspects of our data collection and handling processes.

Please take a moment to read this Privacy Policy carefully. If you have any questions or concerns about our privacy practices, do not hesitate to contact us. Your continued use of the Website signifies your acceptance of this Privacy Policy and any updates or changes that may be made to it.

#### 1. INTRODUCTION

# Purpose.

PAGC is committed to safeguarding your privacy. This Privacy Policy describes how we collect, use, and protect your personal information when you access or use our website (the "Website"). It outlines our practices and your rights regarding your personal data.

## Scope.

This Privacy Policy applies to all visitors, users, and others who access or use the Website. It covers all personal and non-personal information collected through our Website.

## **Acceptance of Terms.**

Through the use of the Website, you are hereby accepting this Privacy Policy and each of the terms and conditions stipulated herein. If you are not in agreement with this Privacy Policy, you should refrain from any further use of the Website and Services.

Your continued use of the Website and Services, following the posting of any updates or changes to this Privacy Policy, shall indicate that you are in agreement and acceptance of such changes.

#### 2. PERSONAL INFORMATION

## What Personal Information is collected?

When browsing, entering, engaging with, or otherwise accessing the Website; contacting or engaging PAGC for its Services; making a purchase; or conducting any other activity on the Website as described in the Terms and Conditions(the "**Terms**"), you may be asked to enter or disclose various types of Personal Information, which may include, but is not limited to:

- Name, email, postal address, telephone number, business contact information, or any other similar information you may provide.
- Date of birth, gender, nationality, ethnicity, interests, lifestyle information, photos, social media credentials, contacts, or referrals you provide.
- Payment information and billing address.
- Photos, videos, reviews, and other information you may submit, such as comments on the Website, other online forums, and social media platforms.
- Reviews and comments that you send through the Website and social media platforms; by email, over the phone or by mail.
- IP addresses, cookie IDs, browser types and language, operating systems, platform type, and device type.
- Domain names, browsing activity, scrolling and keystroke activity, advertisements viewed, forms or fields you complete or partially complete, search terms, whether you open an email, content you view and duration, quality of the service, and interaction with the content, logs, and other similar information. If these events occur while you are offline, they may be logged and uploaded when you next connect.
- City, state, and ZIP code associated with your IP address or derived through Wi-Fi triangulation. PAGC will ask for your permission before using your precise location from GPS-based functionality on your mobile devices.
- If you interact through a third party platform or social media website using your social media credentials, depending on your social media settings, PAGC may have access to your information from that social network such as your name, email address, friend list, photo, age, gender, location, birth date, social networking ID, current city, your comments, and the people and other websites you follow.
- Any additional information you provide either directly through the Website or through your interaction through our social media accounts, or any other communication.

#### When is Personal Information collected?

Generally, you are not under any statutory or contractual obligation to provide PAGC any Personal Information; however, certain Personal Information may be automatically collected in order for you to use the Website.

PAGC collects information from you when you browse, enter, or use the Website; contact or engage PAGC for its Services; make a purchase; fill out an online form; or otherwise enter any information on the Website or our social media platforms ("**Third Party Platforms**").

# How do you get my consent?

When you provide any Personal Information on the Website, verify, or change your transactional details, complete a contact form, verify, or change your credit/debit card information, or anything of the like, you are automatically consenting to the collection, storage, and use of that information for your benefit and to improve PAGC's offerings and your experience.

If PAGC asks for your Personal Information for any other reason, it will either: (a) ask directly for your express consent; or (b) provide you with an opportunity to say no or otherwise decline by contacting PAGC directly.

## How do I withdraw my consent?

If you change your mind, you may withdraw your consent for the continued collection, use, or disclosure of your Personal Information at any time by contacting PAGC directly. PAGC reserves the right to retain any information previously collected for the purposes of resolving any disputes, as well as for obtaining and/or analyzing its aggregated data analytics.

#### 3. USER OF INFORMATION

# How is my Personal Information used?

PAGC may use such Personal Information in any of the following ways:

- To personalize your experience on the Website.
- To maintain and improve the Website to better serve you and provide a more seamless experience across all devices.
- To allow PAGC to better service you in responding to your service requests or other queries.
- To administer a promotion, survey, or other feature.
- To quickly process your transactions.
- To send periodic e-mails regarding products, services, events, or promotions as they become available.

- To investigate and help prevent security issues, abuse, or violations of law or the Terms.
- Displaying content you generate, such as video, audio, and comments on the Website or on Third Party Platforms.
- Compliance with laws, regulations, and ethical business conduct.

#### 4. DATA SECURITY

# **How is my Personal Information protected?**

PAGC takes the security of your Personal Information very seriously. PAGC implements a variety of security measures when you use the Website; or otherwise enter or input your Personal Information. Your Personal Information is accessible only to a limited number of persons who have the authority to access it, including but not limited to, contractors or agents that PAGC may employ to perform tasks, fix bugs, and/or monitor the Website on behalf of PAGC.

#### 5. USER RIGHTS

#### **Access and Correction.**

You have the right to access the personal information we hold about you and to request corrections to any inaccurate or incomplete data. To exercise this right, please contact us using the information provided at the end of this policy.

## **Deletion and Restriction.**

You may request the deletion or restriction of your personal information under certain circumstances, such as if the data is no longer necessary for the purposes for which it was collected. To make such a request, please contact us using the information provided at the end of this policy.

## **Opt-out Options.**

You can request to have your Personal Information removed by contacting PAGC directly. Please note that PAGC may retain information about individual sales transactions to complete said transactions and for record-keeping purposes.

#### 6. SHARING OF INFORMALTON

## Do you share my Personal Information with third parties?

PAGC may share your non-private or Personal Information with other companies, advertisers, partners, social networks, service providers, research and management companies, search engines, law enforcement, hosting partners, and other parties who assist in operating the

Website, conducting its business, or otherwise servicing you. Similarly, if PAGC is involved in a merger, collaboration, or acquisition, your Personal Information may be transferred. However, PAGC will provide you with notice before your Personal Information is transferred and becomes subject to a different privacy policy.

PAGC may also release your Personal Information under certain circumstances where PAGC believes release is appropriate to comply with the law, enforce its policies, and/or protect PAGC or others' rights, property, or safety. PAGC may also be required to disclose your Personal Information if required by law or in response to a valid request by a public authority (e.g., a court or governmental agency).

# How is my Personal Information shared and disclosed?

PAGC may share and disclose your Personal Information for the following reasons:

- Customer Instructions: You can determine your own policy for the sharing and
  disclosure of your Personal Information and PAGC does not control how you choose to
  share or disclose your Personal Information. PAGC will share and disclose your
  Personal Information in accordance with your instructions and in compliance with
  applicable law.
- Compliance with Applicable Law: If PAGC receives a request for information, PAGC may disclose Personal Information if it reasonably believes disclosure is in accordance with or required by any applicable law, regulation, or legal process.
- To Enforce Our Rights, Prevent Fraud, and For Safety: To protect and defend the rights, property, or safety of PAGC or third parties, including enforcing contracts or policies, or in connection with investigating and preventing fraud or security issues.
- Third Party and other disclosures of your Personal Information: PAGC may share your non-Personal Information with related Third Party Platforms, companies, advertisers, social networks, service providers, research companies, search engines, law enforcement, hosting partners, and other parties who assist PAGC in operating the Website, conducting business, or otherwise servicing you. PAGC may also release your Personal Information under certain circumstances when PAGC believes it is appropriate to comply with the law, enforce its policies, and/or protect PAGC or others' rights, property, or safety. PAGC may also be required to disclose your Personal Information if required by law or in response to a valid request by a public authority (e.g., a court or governmental agency).
- With Consent: PAGC may share Personal Information with third parties when it has consent to do so.

#### 7. COOKIES AND TRACKING TECHNOLOGIES

#### Does the Website use cookies?

Yes. PAGC and its service providers, advertisers, and other third parties use cookies and similar technologies (e.g., HTTP cookies, HTML 5, flash local storage cookies, web beacons,

GIFs, embedded scripts, ETags/cache browsers, and software development kits) to recognize you on, off, and across your devices. Cookies are small files that PAGC or its service providers transfer to your computer's hard drive through your web browser (if you allow) and/or your device that enables PAGC or its service provider's systems to recognize your browser or device to capture and remember certain information. They are also used to help PAGC understand your preferences based on previous or current Website activity, which enables PAGC to provide you with improved services. The Website also uses cookies to help PAGC compile aggregate data about Website traffic and interaction so that PAGC can offer better experiences and services in the future.

PAGC and its third-party partners and vendors may use tracking technologies, such as cookies, pixels, and web beacons, and collect and store information about you when you use or interact with the Website, marketing communications, advertising content, and/or third-party websites, to provide you with targeted advertising based on your browsing activities and interests. These third parties automatically receive your IP address or mobile device identifier when you access the Website or third-party websites. They may also use Tracking Technologies to measure the effectiveness of advertisements, personalize the advertising content, and serve you advertisements that are relevant to your regional location. PAGC may also use information collected using third-party cookies and beacons in its emails to deliver advertising when you visit third-party websites.

## How do you use cookies?

Cookies are used to:

- Understand and save your preferences for future visits.
- Compile aggregate data about traffic and interactions in order to offer better experiences in the future. PAGC may also use trusted third-party service providers that track this information on its behalf.

You can choose to have your computer or device warn you each time a cookie is being sent, or you can choose to turn off all cookies. You can do this through your browser or device settings.

If you disable cookies, some features on the Website may be disabled. Disabling cookies may also affect your experience by decreasing the Website's efficiency or causing it to not function properly.

## 8. INTERNATIONAL DATA TRANSFERS

Your personal information may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different from the laws of your country. We will take appropriate safeguards to ensure that your personal information remains protected in accordance with this Privacy Policy.

## 9. RETENTION OF PERSONAL INFORMATION

PAGC will retain your Personal Information only for as long as is necessary for the purposes set out in this Privacy Policy. PAGC will retain and use your Personal Information to the extent necessary to comply with its legal obligations (for example, if it is required to retain your data to comply with applicable laws), resolve disputes, complete audits, and/or enforce its legal agreements and policies.

## 10. THIRD-PARTY LINKS

Occasionally, at its discretion, PAGC may include or offer third party advertisements or services on the Website. These third parties have separate and independent privacy policies. Therefore, PAGC has no responsibility or liability for the content and activities of these third parties. Nonetheless, PAGC seeks to protect the integrity of the Website and welcome any feedback about these other third party links.

## 11. BEHAVIORAL ADVERTISING

As described above, PAGC may use your Personal Information to provide you with targeted advertisements or marketing communications PAGC believe may be of interest to you. For more information about how targeted advertising works, you can visit the Network Advertising Initiative's educational page at <a href="http://www.networkadvertising.org/understanding-online-advertising/how-does-it-work">http://www.networkadvertising.org/understanding-online-advertising/how-does-it-work</a>.

## 12. CHILDREN'S PRIVACY

PAGC does not want to, and does not knowingly, collect any data from individuals under the age of eighteen. If PAGC learns that it has collected any such data without the supervision of a parent or legal guardian, PAGC will take all reasonable measures to delete such information and will not use it for any purposes. If you become aware of any Personal Information that PAGC has collected from a child under the age of eighteen without the supervision of a parent or legal guardian, please contact PAGC immediately.

## 13. STATE-SPECIFIC DATA POLICIES

## Special notice for residents of California.

PAGC shall not market or advertise to minors specified products or services that minors are legally prohibited from buying. PAGC shall not market or advertise any products based on the Personal Information provided that is specific to any minor, nor shall it knowingly use, disclose, compile, or allow a third party to do so. Under California's Privacy Rights for California Minors in the Digital World Act, any minor may request and obtain removal of Personal Information posted on the Website.

# Your California Privacy Rights.

California residents are entitled once a year, free of charge, to request and obtain information regarding PAGC's disclosure, if any, of certain categories of Personal Information to third

parties for their direct marketing purposes in the preceding calendar year. To obtain this information, please send an e-mail to PAGC directly.

# California Consumer Privacy Act (CCPA).

The California Consumer Privacy Act ("CCPA") provides California residents with rights to receive certain disclosures regarding the collection, use, and sharing of Personal Information, as well as the right to access, delete, and limit sharing of Personal Information. The CCPA defines "Personal Information" to mean "information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

# "Do Not Sell My Personal Information" (California Residents Only).

California residents may opt-out of the "sale" of their Personal Information. California law broadly defines "sale" in a way that may include allowing third parties to receive certain information such as cookies, IP address and/or browsing behavior to add to a profile about your mobile device, browser, or you.

Depending on how you use the Website, PAGC may share the following categories of information for such advertising which may be considered a sale (as defined by California law): identification and demographics; device information and identifiers, such as IP address, and unique advertising identifiers and cookies; connection and usage information, such as browsing history; geolocation information, such as city; and inference data.

If you would like to opt-out of the use of your Personal Information for such purposes (to the extent this is considered a sale), you may do so as by contacting PAGC directly.

# Third Parties' List – Shine the Light (California Residents Only).

California residents can also request a list of all the third parties to which PAGC has disclosed certain Personal Information (as defined by California's Shine the Light law) during the preceding year for those third parties' direct marketing purposes. You will need to attest to the fact that you are a California resident. PAGC will not accept requests by telephone, e-mail, or facsimile, and PAGC is not responsible for notices that are not labeled or sent properly, or that do not have complete information.

# Special Notice for Nevada Residents.

Nevada law requires PAGC to post the following: certain Nevada consumers may opt-out of the sale of "Covered Information" for monetary consideration to a person for that person to license or sell such information. "Covered information" includes first and last name, address, email address, phone number, Social Security Number, or an identifier that allows a specific person to be contacted either physically or online.

#### 14. BEHAVIORAL ADVERTISING

As described above, PAGC may use your Personal Information to provide you with targeted advertisements or marketing communications PAGC believe may be of interest to you. For more information about how targeted advertising works, you can visit the Network Advertising Initiative's educational page at <a href="http://www.networkadvertising.org/understanding-online-advertising/how-does-it-work">http://www.networkadvertising.org/understanding-online-advertising/how-does-it-work</a>.

## 15. LIMITATION OF LIABILITY

You acknowledge and agree that to the fullest extent allowed by applicable law, under no circumstances will you hold PAGC liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, that are caused or alleged to be caused in connection with your use of the Website, or your purchase or engagement with any of its Services. For clarity, under no circumstances will you hold PAGC liable for any damages caused by or related to the Website and/or your use of its Services.

# 16. CHANGES TO THIS PRIVACY POLICY

PAGC is constantly aiming to improve its Services, so it may need to change this Privacy Policy from time to time. PAGC reserves the right to modify this Privacy Policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the Website. If PAGC makes any material changes to this Privacy Policy, PAGC will notify you here that it has been updated so you are aware of what information PAGC collects, how it uses it, and under what circumstances, if any, it uses and/or discloses it to any third party.

If you have any questions regarding this Privacy Policy or if you want to verify, modify, receive, suspend, or delete your Personal Information stored, you can reach PAGC directly using the contact information provided below:

# PAG CASTILLO, PLLC.

Email: contact@pagcastillo.com