

Fully Incompliant Example: LacRoi

EXT link: <https://chrome.google.com/webstore/detail/lacroi/nigogmdhflhaccbenffaaicgdjehldfn>

Privacy link: <https://app.lacroi.io/privacy>

## 1. Privacy Policy

### Privacy Policy

LacRoi owns and operate this Website. This document governs your relationship with app.lacroi.io. Access to and use of this Website and the products (Google Chrome Extension) and services available through this Website (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms of Service"). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Service.

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website. This Website may contain links to other websites (the "Linked Sites"), which are not operated by www.app.lacroi.io has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

### Personal Information

Privacy in LacRoi is committed to protecting your privacy. We firmly believe that electronic security and privacy are necessary for the continued success of the Internet. In support of this, we only use the personal information that you provide to create a more personalized experience for you, in accordance with the terms outlined below. → DU (Data Usage)

### What information do we collect?

When a new user signup on our Web site or Extension, we need to know your name, email address, phone number. This information is necessary for us to process and fill your profile and to keep you informed of the status of your account.

When a new user get a subscription on our Secure Web site, we need to know your name, email address, phone number, Credicard Number, and expiration Date, this information is necessary for us

to process your subscription through our Stripe Service to charge secure payments. → DC (Data Collection)

### **What do you have access to?**

While we do store your data, you have certain rights to the data that we collect and store. Those rights include; (1) erasure - where you can have us delete your data, (2) correction - where you can request that your data be changed, (3) access - where you can see your data that we have stored, and (4) export - where we can export your data to you in a usable format. → DSR (Data Subjects Rights) You can reach us with any questions, requests, or comments at [ty@lacroi.io](mailto:ty@lacroi.io) → CI (Contact Information)

### **Information Security**

All information is transmitted via SSL protocol (Secure Sockets Layer), all communication is encrypted between the client and server, thus keeping sensitive user information safe.

### **Prohibitions**

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and [www.app.lacroi.io](http://www.app.lacroi.io) will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

### **Intellectual Property, Software and Content**

The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remains the property of [www.app.lacroi.io](http://www.app.lacroi.io) or its

licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by [www.app.lacroi.io](http://www.app.lacroi.io) and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

## **Terms of Sale**

By placing an order you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price. Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be responsible.

All customs and duty fees are your responsibility to pay. Shipping costs are non-refundable, which includes returns, package rejection upon arrival and/or failure to pay duty fees.

In order to contract with [\[www.app.lacroi.io\]](http://www.app.lacroi.io) you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. [www.app.lacroi.io](http://www.app.lacroi.io) retains the right to refuse any request made by you. If your order is accepted we will inform you by email and we will confirm the identity of the party which you have contracted with. This will usually be [www.app.lacroi.io](http://www.app.lacroi.io) or may in some cases be a third party. Where a contract is made with a third party [www.app.lacroi.io](http://www.app.lacroi.io) is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

### **(a) Our Contract**

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

### **(b) Pricing and Availability**

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund. Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

### **(c) Payment**

Upon receiving your order we carry out a standard authorization check on your payment card to ensure there are sufficient funds to fulfil the transaction. Your card will be debited upon authorisation being received. The monies received upon the debiting of your card shall be treated as a deposit against the value of the goods you wish to purchase. Once the goods have been despatched and you have been sent a confirmation email the monies paid as a deposit shall be used as consideration for the value of goods you have purchased as listed in the confirmation email.

### **(e) Price Adjustment Policy**

If within seven days of your order date, we reduce the price of an item you purchased, we'll happily adjust the sale price for you.

Please note that we can only make one sale adjustment per item. The item must be in the same color and size, and in stock. Please contact customer service and request a price adjustment while the item is still at the reduced sale price.

### **Disclaimer of Liability**

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law app.lacroi.io and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon,

irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect [Your Online Store URL]'s liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

### **Linking to this Website**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

Disclaimer as to ownership of trade marks, images of personalities and third party copyright Except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with [www.app.lacroi.io](http://www.app.lacroi.io) and you should not rely on the existence of such a connection or affiliation. Any trade marks/names featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to [www.app.lacroi.io](http://www.app.lacroi.io).

### **Indemnity**

You agree to indemnify, defend and hold harmless [www.app.lacroi.io](http://www.app.lacroi.io), its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach of the Terms of Service.

### **Variation**

[www.app.lacroi.io](http://www.app.lacroi.io) shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

### **Invalidity**

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

## Complaints

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

## Waiver


If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

## Entire Agreement

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and [www.app.lacroi.io](http://www.app.lacroi.io) Any waiver of any provision of the Terms of Service will be effective only if in writing

$\Pi_{LacRoi} = \{DC, DU, CI, DSR\}$ , lack of label  $DR$


## 2. PPS

 **LacRoi** Remove from Chrome

★★★★★ 3 ⓘ | Shopping | 1,000+ users

[Overview](#) [Privacy practices](#) [Reviews](#) [Support](#) [Related](#)

### Privacy practices



The publisher has not provided any information about the collection or usage of your data

To learn more, see the publisher's [privacy policy](#)

Incompliance explanation: DC label is in privacy policy II; however, the data controller does not provide the specific data types in PPS. In privacy policy, the controller states they collect 1 type of personal data PI. In PPS, the controller does not specify any type of personal data.

### 3. Practice

Source code:

```
"permissions": [ "tabs", "activeTab", "storage",
```

```
chrome.storage.local.get({  
  lacroi_user: ""  
}, function(auth) {  
  
chrome.storage.local.set({  
  "product": ""  
}, function() {
```

→ User data (AI)

Incompliance explanation: The extension requests for Storage permission, and user "chrome.storage" APIs to store and retrieve user data from the client side. The permission and APIs indicate the collection of personal data with label **AI (Not very sure)**; however, this label is not specified in neither privacy policy nor PPS.

HTML:

```
<input id="nameCreate" type="text" name="name" autofocus="autofocus" class="form-control" style="background-image:">
```

→ PI

```
<input id="createMail" type="email" name="email" class="form-control">
```

→ PI

Explanation: The user input data in HTML files comply with privacy policy

Conclusion: For privacy practice, LacRoi collects more user data in practice (founded in source code) compared to that in the privacy policy.

Fully Compliant Example: LastPass: Free Password Manager

Web store link: <https://chrome.google.com/webstore/detail/lastpass-free-password-ma/hdokiejnpimakedhajhdlcegeplioahd>

Privacy policy link: <https://www.goto.com/company/legal/privacy/international>

## 1. Privacy Policy

### **GoTo International Privacy Policy**

Last Updated on January 25, 2022

#### **Who We Are and Scope of this Privacy Policy**

We are the GoTo group of companies, when visiting our webpages from non-United States locations, the primary controller shall be the applicable GoTo affiliate identified [here](#) (in each case, referred to in this Privacy Policy as “GoTo,” “we” or similar pronouns). Our Software-as-a-Service (SaaS) [products](#) ("Services") are used to simplify how people connect with each other and the world around them to drive meaningful interactions, deepen relationships, and create better outcomes for professionals and businesses.

In this Privacy Policy, we explain what personal data we collect from visitors to the GoTo websites and/or properties that link to this Privacy Policy (including our digital properties listed [here](#)) and how we use such personal data.

It is important to note that this Privacy Policy does not apply to any other data, such as any personal data that may be included in the files, documents, recordings, chat logs, transcripts, and similar data that we maintain on our customers’ behalf, as well as any other information our customers may upload to their GoTo account(s) in connection with their use of our Services (which we refer to as “Content” in our [Terms of Service](#)) or information gathered from other channels, such as publicly available sources. For the avoidance of doubt, we process customer Content, including any personal data which may be included therein, solely for the purpose of providing and operating our Services to our customers and only in accordance with their written instructions, which typically take the form of our [Terms of Service](#), a [Data Processing Addendum](#) and/or any similar written agreement between GoTo and our customer.

Our affiliates in other countries have posted additional privacy notices with different scopes, as required by law or where we believe appropriate for transparency purposes, which may be found [here](#).



## Data Categories and Collection Purposes

When you visit our website(s) and/or use our Services, you provide the following categories of personal data to us:

- **Customer Account and Registration Data** is data you provide when you create your account with us, request support or technical assistance, or register for events, webinars, whitepapers and surveys, which typically includes first and last name, billing data, and a valid email address. We need this data to provide the Services to you, to maintain and support your account, as well as to collect payment. Legal basis for the processing of this data is our legitimate interest to do business with you, your employer or business and perform our contractual obligations under the applicable Services agreement. → DC (Data Collection)
- **Service Data (including Session, Location and Usage data):** When you visit our websites and use our Services, we receive data that you or others voluntarily enter, including on schedules and attendee lists, as well as data automatically logged by the website or Service, for example, duration of session, connections made, hardware, equipment and devices used, IP addresses, location, language settings, operating system used, unique device identifiers and other diagnostic data. We need this information to provide, operate, and improve our Services. We collect location-based data for the purpose of providing, operating, and supporting the service and for fraud prevention and security monitoring; you can disable location data transmission on mobile devices at any time by disabling location services from the settings menu on your device. Legal basis for the processing of this data is our legitimate interest to do business with you, your employer or business, or customers that use our Services to communicate with you and your business and perform our contractual obligations under the applicable Services agreement. → DC (Data Collection)

We strive to limit the types and categories of personal data that is collected from, and processed on behalf of, our users to include only information which is necessary to achieve the purpose(s) for which it was collected and we do not use personal data for additional purpose(s) which are incompatible with their initial collection. In other words, we have measures and policies in place designed to ensure that we only collect and process information from our users that we believe is necessary to operate and provide them with a world-class Service.

We also process your personal data to comply with applicable laws, including those of the European Union ("EU") and/or individual European Economic Area ("EEA") Member States and such compliance obligations are the legal basis for such processing.

If you grant consent to our placement of cookies or for us to contact you for marketing purposes, we may also use your personal data for marketing purposes → DU (Data Usage) and the legal basis for such processing is your consent. We may also contact you under a legitimate business purpose (e.g., if you are a current subscriber to one of our Services).

## How We Use Your Data

We use the data we collect from visitors to our websites to: (a) provide and operate our Services; (b) address and respond to service, security, and customer support needs; (c) detect, prevent, or otherwise address fraud, security, unlawful, or technical issues; (d) comply with applicable laws and administrative requests, protect our rights, assert and defend against claims; (e) fulfill contracts; (f) maintain and improve our Services; (g) provide analysis or valuable data back to our customers and users; (h) assess the needs of your business to determine and promote other GoTo products which we believe may be helpful to you; (i) provide product updates, marketing communications, and service data; (j) conduct research and analysis for business planning and product development; (k) display content based upon your interests; and (l) to the extent permitted by law, we may combine, correct and enrich personal data that we receive from you with data about you from other sources, including publicly available databases or from third parties to update, expand and analyze our records, identify new prospects for marketing, and provide products and Services that may be of interest to you. → DU (Data Usage)

Notwithstanding anything else in this Privacy Policy, if you link Google Services with your GoToConnect, GoToMeeting, GoToWebinar, or GoToTraining (collectively, "GoTo") account, our use of your Google data will be as follows:

- For GoTo Google Calendar access (where enabled), we will read the date, time, and title of calendar events → DC (Data Collection) and use this information to schedule corresponding web meetings. → DU (Data Usage)
- For GoTo Google Contacts access (where enabled), we will access names, phone numbers, and email addresses → DC (Data Collection) and make these available in GoTo.

For all Google data, we will not use the data for serving advertisements → DU (Data Usage) and will not allow humans to read the data (i.e., by utilization of robust access controls, procedures, etc., inclusive of the principle of least privilege) unless: (i) we have your affirmative agreement for specific data; (ii) doing so is necessary for security purposes, such as investigating abuse; (iii) in response to

requested support/troubleshooting; (iv) to comply with applicable law; and/or (v) if the data have been anonymized, for our internal operations related to the applicable GoTo services noted above.

## **Analytics, Cookies and Other Web Site Technologies**

We continuously improve our websites and Services through the use of first- and third-party cookies → DC (Data Collection) and other web analytics tools, which help us understand how our visitors use our websites, desktop tools, and mobile applications, what webpages, features and functions they like and dislike, and where they may have run into problems which need to be addressed. → DU (Data Usage)

## **Google Analytics and Adobe Marketing Cloud**

We use Google Analytics as described in [“How Google uses data when you use our partners' sites or apps.”](#) You can prevent your data from being used by Google Analytics on our websites by installing the Google Analytics opt-out browser add-on [here](#). For enhanced privacy purposes, we also employ IP address masking, a technique used to truncate IP addresses collected by [Google Analytics](#) and store them in an abbreviated form to prevent them from being traced back to individual users. Portions of our website may also use Google Analytics for Display Advertisers including DoubleClick or Dynamic Remarketing which provide interest-based ads based on your visit to this or other websites. You can use [Ads Settings](#) to manage the Google ads you see and opt-out of interest-based ads. We also use Adobe Marketing Cloud as described [here](#). You can similarly exercise your rights with respect to use of this data as described in the “Exercising Choice” section below.

Social Media: Many of our websites include social media features, such as Facebook, Google, and Twitter “share” buttons. If you use these features they may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly – you can exercise your rights with respect to the use of this data as specified in the “Exercising Choice” section below. These services will also authenticate your identity and provide you the option to share certain personal data with us such as your name and email address to pre-populate our sign-up form or provide feedback. Your interactions with these features are governed by the Privacy Policy of the third-party company providing them.

## **Exercising Choice**

We provide more information about the types and categories of cookies utilized, choices, and control over cookies and other web analytics tools via GoTo’s [Cookie Consent Manager](#) (available via

the “Cookie Preferences” hyperlink at the bottom of this page) and/or the ability to exercise your rights as follows:

- If you wish to not have the information these technologies collect used for the purpose of serving you targeted ads, you may [opt-out here](#).
- The Help Menu on the menu bar of most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, and how to disable cookies altogether.
- To manage Flash Cookies, please click [here](#).

You can still view our websites if you choose to set your browser to refuse all cookies; however, you will need to keep certain cookies enabled to establish an account or to install the Services.

## Recipients

Within our organization, we apply access controls to limit the recipients of personal data on a "need to know" basis. Our customer support and technical staff, billing and finance personnel, and representatives of our legal and audit departments have access to your data as necessary for the legitimate purposes of our data processing.

We share your personal data: (a) with our affiliated companies and subsidiaries which are directly or indirectly owned by our parent entity, GoTo, Inc.; (b) at your direction, with separate, specific notice to you, or with your consent; (c) with third-party service providers under appropriate confidentiality and data privacy obligations (only for the purposes identified in Section 3, “How We Use Your Data”); (d) in connection with a merger, divestiture, acquisition, reorganization, restructuring, financing transaction or sale of assets pertaining to a business line; and (e) as required by law or administrative order, to assert claims or rights, or to defend against legal claims.

To the extent GoTo uses its affiliates or third-party providers in the provision and operation of its Services and processing of any Content, including any personal data therein, it discloses those parties in the applicable Affiliate and/or Sub-processor Disclosure in its [Trust & Privacy Center](#) (see the “Product Resources” Section).

## Data Retention

We keep your personal data in a form which permits identification for no longer than needed for the business purposes for which it was collected or as necessary to comply with our legal obligations,

resolve disputes, and enforce our agreements. Personal data processed in the context of a contract with you will be retained by us for the term of the contract and for a reasonable time afterwards as might be required to determine and settle any related claims. Where our processing of your personal data is based on legitimate interests or compliance with legal obligations, it will be deleted as soon as the applicable underlying purpose has expired. Personal data processed based on your consent will be deleted if and when you withdraw such consent. Unless requested sooner or a shorter retention period is defined in the applicable Technical and Organizational Measures (TOMs), your account will be deleted or anonymized no later than twenty-four (24) months from the date of Service termination, expiration, or non-use. For specific details on data retention periods for your account, as well as the information GoTo maintains on your behalf, consult Section 5 of the applicable Service or suite-specific TOMs documentation located at [GoTo's Trust & Privacy Center](#) (see the "Product Resources" section). → DR (Data Retention)

### **Cross Border Data Transfers**

Your personal data may be transferred to and/or accessible globally by GoTo's affiliated and unaffiliated service providers, including in countries where we operate and countries outside of the EU/EEA in which the level of data protection may not be as high as within the EU/EEA. In all cases, GoTo complies with applicable legal requirements and provides an adequate level of data protection regardless of where the data are transferred or accessed. GoTo also ensures that data processing is conducted in accordance with applicable data protection laws. For transfers of personal data outside of your jurisdiction, GoTo uses the following frameworks as applicable:

### **Standard Contractual Clauses**

GoTo offers a [Data Processing Addendum](#) ("DPA") which incorporates Standard Contractual Clauses ("SCCs") for data transfers outside the European Union and European Economic Area. For more information about GoTo's program, as well as supplementary documentation to use in conjunction with its DPA and SCCs, please visit our [Privacy Program page](#).

### **APEC Cross Border Privacy Rules System**

GoTo's global privacy program, as described in this Privacy Policy, complies with the Asia Pacific Economic Cooperation ("APEC") Cross-Border Privacy Rules System ("CBPRs"). The APEC CBPR system provides a framework for organizations to ensure protection of personal data transferred among participating APEC economies, members (or citizens) of which may be contracting with GoTo through GoTo Technologies Ireland Unlimited Company or its affiliates. More information about the

APEC Privacy Framework and CBPRs can be found [here](#). Our certification applies to our business processes across our global operations that process and transfer personal data to/from our affiliates around the world. To view our certification, please visit the validation page [here](#).

To learn more about how GoTo protects personal data, review and execute appropriate data processing addendums (where relevant), as well as review locations where GoTo may process your personal data through its affiliated companies or third-party subprocessors (when GoTo acts as a data processor, service provider, and/or the applicable legal equivalent), please visit the Product Resources section of the [GoTo Trust & Privacy Center](#).

## **Security**

GoTo has implemented a comprehensive data privacy and security program which includes appropriate technical and organizational measures designed to safeguard and protect the personal, identifiable, and/or confidential information we collect or you share with us. GoTo's operations, on a product and/or suite-specific basis, have been assessed by independent third-party auditors against recognized security standards and controls, including SOC2 Type II, BSI C5, SOC3, and ISO 27001.

To learn about GoTo's Service-specific security and privacy measures and certifications, please visit the [Trust & Privacy Center](#) (see the "Product Resources" section).

## **Changes**

We update this Privacy Policy from time to time to reflect changes to our personal data handling practices or respond to new legal requirements and will post updates here. However, if we make any material changes that have a substantive and adverse impact on your privacy, we will provide notice on this website and additionally notify you by email (sent to the e-mail address specified in your account) for your approval prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.

## **Children's Privacy**

GoTo's webpages are intended for general audiences – we do not seek through our sites to gather personal data from or about persons that are minors (i.e., not the age of majority). If you inform us or we otherwise become aware that we have unintentionally received personal data from a minor, we will delete this information from our records.

## Your Rights and Contacting GoTo

Subject to conditions specified by applicable law, persons have the right to: (i) inquire whether and what kind of personal data we hold about you and how it is processed, and to access or request copies of such personal data; (ii) request the correction or supplementation of personal data about you that is inaccurate, incomplete or out-of-date in light of the purposes underlying the processing; or to (iii) obtain the erasure of personal data no longer necessary for the purposes underlying the processing, processed based on withdrawn consent, processed for legitimate interests that, in the context of your objection, do not prove to be compelling or necessary for the establishment, exercise or defense of legal claims, or processed in non-compliance with applicable legal requirements. In addition, you have, subject to the conditions set out in applicable law and without limitation, the rights to: (iv) request us to restrict the processing of personal data in certain situations where you feel its processing is inappropriate; (v) object, on grounds relating to your particular situation or where your personal data is used for direct marketing purposes, to the processing of personal data for legitimate interests; and to (vi) request portability of personal data that you have provided to us, where the processing of such personal data is based on consent or a contract with you and is carried out by automated means. In case of concerns, you also have the right to lodge a complaint with a supervisory authority having appropriate jurisdiction. → DSR (Data Subjects Rights)

If you have questions or requests relating to our privacy practices and this Privacy Policy or would like to exercise the above mentioned rights of access, rectification, erasure, restriction, objection and data portability, you may contact us at <https://support.goto.com/contactus>, which allows you to make a request online or through a phone call and/or via e-mail at [privacy@goto.com](mailto:privacy@goto.com). We will respond to your request as required by applicable law, but in any regard within (30) days. → CI (Contact Information)

Please note that for personal data about you that we have obtained or received for processing on behalf of a separate, unaffiliated entity – which determined the means and purposes of processing, all such requests should be made to that entity directly. We will honor and support any instructions they provide us with respect to your personal information.

If you wish to no longer receive marketing communications from us, you can opt-out of marketing by clicking on the unsubscribe link on any marketing email you receive, or at <https://lp.goto.com/unsubscribe>.

If you have any other questions about this policy please contact the [GoTo Privacy Team](#), call us at the applicable support number [here](#), or write to us via postal mail at: Attn: Legal and Privacy Team,

GoTo, The Reflector, 10 Hanover Quay, Dublin 2, D02R573, Republic of Ireland. To reach our Global Customer Support department, you may contact us [here](#). → CI (Contact Information)

You can additionally contact our Data Protection and/or Privacy Officer(s) by sending an e-mail to [privacy@goto.com](mailto:privacy@goto.com) or via postal address (at the address above), please mark the envelope, “Data Protection Officer, c/o GoTo Legal.” → CI (Contact Information)

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, you may also contact our U.S.-based third party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>. → CI (Contact Information)

$\Pi_{LastPass} = \{DC, DU, DR, CI, DSR\}$ . LastPass includes all 5 labels listed in Table 1; thus, LastPass satisfy the minimum privacy requirements.






Moreover, in privacy policy, the controller states that the extension collects all three types of personal data including  $\{PI, AI, DI\}$ .

## 2. PPS

The screenshot shows the Google Chrome Web Store page for the 'LastPass: Free Password Manager' extension. The page header includes the LastPass logo, the extension name, a 'Featured' badge, a 4.5-star rating from 29,826 reviews, a 'Productivity' category tag, and a user count of '10,000,000+ users'. A blue 'Add to Chrome' button is in the top right. Below the header is a navigation bar with tabs: 'Overview', 'Privacy practices' (which is selected and highlighted), 'Reviews', 'Support', and 'Related'. The 'Privacy practices' section is titled 'Privacy practices' and contains two main parts. The first part states: 'LastPass: Free Password Manager has disclosed the following information regarding the collection and usage of your data. More detailed information can be found in the publisher's [privacy policy](#).' The second part is titled 'LastPass: Free Password Manager collects the following:' and features a list of five data categories, each with an icon and a dropdown arrow: 'Personally identifiable information' (person icon), 'Authentication information' (key icon), 'Location' (location pin icon), 'User activity' (document icon), and 'Website content' (globe icon). To the right of this list, a box titled 'This publisher declares that your data is:' contains three bullet points: 'Not being sold to third parties, apart from the [approved use cases](#)', 'Not being used or transferred for purposes that are unrelated to the item's core functionality', and 'Not being used or transferred to determine creditworthiness or for lending purposes'.

In PPS, the extension declares that they collect 5 categories of personal data. These 5 categories of personal data can be divided into 3 different data types which is listed in Table 2.



	Personally identifiable information	▼	
	Authentication information	▼	→ PI (Personal Information)
	Location	▼	→ DI (Device Information)
	User activity	▼	
	Website content	▼	→ AI (Activity Information)

Therefore,  $\Delta = \{PI, AI, DI\}$ . The types of collected personal data stated in privacy policy also comply with the types of collected personal data stated in PPS.

### 3. Practice

Source code:

```
chrome.extension.getViews().map(
    function(e){e.document.location.href.includes("vault.html")
bg=chrome.extension.getBackgroundPage().LPPlatform.getBackgroundInterface()
```

→ Website Content (AI)

```
chrome.webRequest.onAuthRequired.addListener(e,{urls:["<all_urls>"]},
["blocking"])
chrome.webRequest.onAuthRequired.removeListener(t)
a.authCredentials={username:getusernamefromacct(o[s]),
password:getpasswordfromacct(o[s])};break
```

→ Authentication Information (PI)

The Chrome APIs that are related to collection of personal data show that 2 types of personal data including {PI, AI} are collected. The data collection practices of source codes in JavaScript comply with privacy policy and PPS.

HTML

```
<input class="dialogInput" id="createAccountEmail" dialogfield="email" errorgroup="1" type="text"
  spellcheck="false" placeholder="Email address"/>
```

→ Personal Information (PI)

```
<input id="siteDialogURL" class="dialogInput clickToggles typeaheadDropdown" type="text"
  spellcheck="false" style="margin: 0px;">
<input id="siteDialogName" dialogfield="name" class="dialogInput" type="text" spellcheck="false">
<input id="siteDialogGroup" class="dialogInput typeaheadDropdown clickToggles" dialogfield="group"
  type="text" spellcheck="false" style="margin: 0px;">
<input id="siteDialogUsername" dialogfield="unencryptedUsername" class="dialogInput" type="text"
  spellcheck="false" autocomplete="off">
<input id="siteDialogPassword" dialogfield="password" class="dialogInput passwordToggle password"
  type="password" autocomplete="off" spellcheck="false" style="margin: 0px;">
<input type="file" accept=".csv,.xml" name="fileUpload" id="fileUpload" spellcheck="false"
  class="css-b7x6mr ehrc4pt6">
```

→ Authentication Information (PI)

```
<input class="dialogInput" dialogField="firstname" type="text"/>
<input class="dialogInput" dialogField="middlename" type="text"/>
<input class="dialogInput" dialogField="lastname" type="text"/>
<input class="dialogInput" dialogField="username" type="text"/>
<div>
  <select class="dialogInput selectDropdown" dialogField="gender">
    <option value="m">Male</option>
    <option value="f">Female</option>
    <option value="o">Other</option>
  </select>
</div>
<div class="dateInput" dialogField="birthday"></div>
<input class="dialogInput" dialogField="ssn" type="text"/>
```

→

Personal Information (PI)

```
<input class="dialogInput" dialogField="company" type="text"/>
<input class="dialogInput" dialogField="address1" type="text"/>
<input class="dialogInput" dialogField="address2" type="text"/>
<input class="dialogInput" dialogField="address3" type="text"/>
<input class="dialogInput" dialogField="city" type="text"/>
<input class="dialogInput" dialogField="county" type="text"/>
<td>
  <select class="dialogInput stateDropdown" dialogField="state"></select>
</td>
<input class="dialogInput" dialogField="zip" type="text"/>
<div>
  <select class="dialogInput countryDropdown" dialogField="country"></select>
</div>
<div>
  <select class="dialogInput timezoneDropdown" dialogField="timezone"></select>
</div>
<input class="dialogInput" dialogField="email" type="text"/>
<input class="dialogInput phoneInput" dialogField="phone" type="text"/>
<input class="dialogInput phoneInput" dialogField="mobile" type="text"/>
<input class="dialogInput phoneInput" dialogField="eve" type="text"/>
<input class="dialogInput phoneInput" dialogField="fax" type="text"/>
```

→ Personal Information (PI)

```
<input class="dialogInput" dialogField="ccname" type="text"/>
<input class="dialogInput" dialogField="ccnum" type="text"/>
<div class="dateInput monthYearDate" dialogField="ccstart"></div>
<div class="dateInput monthYearDate" dialogField="ccexp"></div>
<input class="dialogInput" dialogField="cccsc" type="text"/>
<input class="dialogInput" dialogField="ccissuenum" type="text"/>
```

→ Payment Cards Information (PI)

```
<input class="dialogInput" dialogField="bankname" type="text"/>
<input class="dialogInput" dialogField="bankacctnum" type="text"/>
<input class="dialogInput" dialogField="bankroutingnum" type="text"/>
```

→ Bank Accounts Information (PI)

By inspecting HTML pages, we can see that there is only 1 type of user input data which is PI. Thus, the user input data comply with privacy policy and PPS.