



USER TERMS OF SERVICE

Last updated: September 13, 2023

1. ELIGIBILITY AND ACCEPTANCE

These terms of service are entered into by and between you and Piñata Rent, Inc. (“Piñata,” “we,” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “Terms of Service”), govern your access to and use of Services, including Piñata’s online platform for rental property managers and tenants (“Piñata Platform”), whether as a guest or a registered user. “Services” means the Piñata Platform, as well as any other of Piñata’s websites (“Website”), mobile applications, content, tools, functionality, product marketplaces, and other services.

Please read the Terms of Service carefully before you start to use the Services. By using the Services or by clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree to be bound and abide by these Terms of Service and by our [Privacy Policy](#), incorporated herein by reference. If you do not want to agree to these Terms of Service, you must not access or use the Services. The Services are offered and available only to users who:

- Reside in the United States or any of its territories or possessions; and
- Are 18 years of age or older.

By using the Services, you represent and warrant that you are of legal age to form a binding contract with Piñata, are not associated with a company providing similar services, and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Services.

IN THESE TERMS OF SERVICE, YOU TO AGREE TO RESOLVE ANY DISPUTE WITH US THROUGH BINDING ARBITRATION AND TO WAIVE YOUR RIGHTS TO PARTICIPATE IN ANY CLASS ACTION SUIT (UNLESS YOU OPT-OUT) AS PROVIDED IN SECTION 23.

2. RELATIONSHIP OF THE PARTIES

The Piñata Platform is offered by Piñata as an intermediary service between property managers and tenants. In providing the Services, we do not act as a real estate broker, property manager, maintenance or repair service provider, payment processor, legal advisor, money transmitter, payment manager, or credit reporting agency.

Piñata does not guarantee any results from using the Services. Piñata does not independently verify any tenant or property manager, and does not perform credit or background checks, and does not make any representations or warranties as to the quality of any tenant or property manager. We do not control the contents of and are not responsible for the content or accuracy of information in any credit report, background check report, or credit score reports obtained through the Services, whether correct or incorrect.

Piñata does not act as an attorney or provide any legal advice to tenants or property managers.

By accepting these terms, you agree that Piñata is acting as an independent contractor with respect to the Services. Neither tenants nor property managers shall be considered an employee or agent of piñata or have any authority under these Terms of Service to bind or otherwise obligate Piñata on any matter whatsoever.

Nothing contained in these Terms of Service shall be construed to imply a partnership, agency, or any other fiduciary relationship between Piñata, the Services, any tenant, and any property manager. Piñata will not be bound by the terms of any lease or other agreement entered into between a tenant and property manager and will not be liable for any breach of such agreement by either a tenant or property manager.

In facilitating the generation and delivery of communications, including emails, notices, and text messages, between property managers and tenants, in connection with the provision of property management services, including rent collection and maintenance services, piñata is merely acting as a third-party service provider and in forwarding any communications to tenants on behalf of property managers, and is not acting as a debt collector or agent on behalf of any property manager.

In providing the functions through the Services, we make no rental decision regarding any application for housing, and we are not the party determining the nature or amount of any outstanding lease obligation, including rental amounts, fees, deposits, etc.

If you have any question about the fair housing laws and housing discrimination in general, please contact your local fair housing agency or the U.S. Department of Housing and Urban Development. A list of all fair housing groups is available at the Housing Rights Center's website at hud.gov.

3. UPDATES TO THE TERMS

We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Services thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice before the date the change is posted on the Website. Your continued use of the Services following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

4. ACCESSING THE SERVICES; ACCOUNT REGISTRATION AND SECURITY

You agree to only use the Services in connection with residential rental property rewards and certain third-party services that may be provided through the Services.

Only actual tenants and prospective tenants may set up or use a tenant account. Actual tenants and prospective tenants may set up or use only one tenant account per person. Only rental property managers, landlords, and owners of rental property for listing may set up or use a property manager account. Third parties, including brokers, may not submit rental applications on behalf of prospective tenants and may not configure, authorize, or initiate rent payments, submit credit or background check report orders, or conduct other transactions on behalf of tenants or prospective tenants, even if the tenant or prospective tenant has given their permission.

We reserve the right to introduce, withdraw or amend websites, mobile applications, or any content, material, product offering or other Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or the entire Services, to users, including registered users. You are responsible for making all arrangements necessary for you to have access to the Services.

To access the Services or some of its resources, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide to access the Services is correct, current, and complete. You may not (i) select or use as a name of another person with the intent to impersonate that person; (ii) use as a username, a name subject to any rights of a person other than you without appropriate authorization; (iii) use as a username, a name that is otherwise offensive, vulgar or obscene; (iv) register for or otherwise obtain, control or operate more than one account; (v) refer more than one email account owned, controlled or operated by you to the Services; (vi) register for an account with false information, in a fraudulent manner or using information created solely for registration with us or other online services or (vii) evade any of the requirements set forth in these Terms of Service. We reserve the right to refuse registration of an account, or suspend or delete an account, in our sole discretion. You are also responsible for keeping your email address and other contact information up to date, so we can send you important notices.

To use certain features of the Services, including identity verification, credit report, background check, and payment services, you will be required to verify your identity with our third-party vendors.

You agree that all information you provide to register for these Services or otherwise, including, but not limited to, through the use of any interactive features, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

You are solely responsible for the activity that occurs on your account, and you must keep your account secure. If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of them using your user name, password, or other security information — not even to another person associated with your business. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. If you are using a public or shared computer, you also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Service.

5. INTELLECTUAL PROPERTY RIGHTS

The Services and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Piñata, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. We grant you a limited, personal, non-exclusive, and non-transferable license to access and use the Services only as expressly permitted in these Terms of Service. You must not reproduce, distribute, license, sell, modify, create derivative works of, publicly display, publicly perform, republish, broadcast, download, store, or transmit any of the material accessible using our Services, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Services for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- You may download a single copy of any mobile application to your mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials of the Services.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Services in breach of the Terms of Service, your right to use the Services will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by Piñata. Any use of the Services not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark, and other laws. The Piñata name, marks including the Piñata logos, and all related names, logos, product and service names, designs, and slogans are trademarks of Piñata. You must not use such marks without the prior written permission of Piñata. All other names, logos, product and service names, designs, and slogans that may appear in the Services are the trademarks of their respective owners.

6. PROHIBITED USES

You may use the Services only for lawful purposes and in accordance with these Terms of Service. You agree not to access or use the Services:

- In any way that competes with our business of providing an online platform for providing rental rewards or facilitating transactions and communications between landlords (or their authorized rental property managers) and tenants.
- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- In any way that violates the terms of any third-party service provider providing services through the Services, such as payment processors, marketplace retailers, and consumer reporting agencies.
- To sell, resell, license, sublicense, distribute, rent or lease any Services, or include any Services in a service bureau or outsourcing offering, or provide access to the Services or any information in the Services to any third party.
- To submit any false or fraudulent information through the Services or otherwise to us, or otherwise use the Services or any of our other products or services for false or fraudulent purposes.
- To transfer money in violation of any money laundering laws, including the Bank Secrecy Act, or any regulations of the US Treasury's Office of Foreign Assets Control or the Federal Trade Commission.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Service.
- To transmit, or procure the sending of, any mass advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Piñata, a Piñata employee, another user, or any other person or entity (including, without limitation, by using email addresses or user names associated with any of the foregoing).
- By means of multiple accounts, multiple email addresses or multiple sets of information provided via the Services, or email addresses or other information created solely to access the Services or other online sites.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm Piñata or users of the Services, or expose them to liability.

Additionally, you agree not to:

- Use the Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services.
- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.

- Use any manual process to monitor or copy any of the material on the Services, or for any other purpose not expressly authorized in these Terms of Service, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Services.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services is stored, or any server, computer, or database connected to the Services.
- Attempt to circumvent any transaction limits as may be set by Piñata for the Services from time to time.
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Services.

7. USER SUBMISSIONS

The Services may contain interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display, or transmit to other users or other persons, or otherwise provide (hereinafter, “post”), content, materials or other data (collectively, “User Submissions”) on, to or through the Services. All User Submissions must comply with the Content Standards set out in these Terms of Service. Any User Submission you post through the Services will be considered non-confidential and non-proprietary. By providing any User Submission, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose, including for marketing purposes, in accordance with our Privacy Policy and your account settings. You represent and warrant that:

- You own or control all rights in and to your User Submissions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Submissions do and will comply with these Terms of Service.

You understand and acknowledge that you are responsible for any User Submissions you submit or contribute, and you, not Piñata, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Submissions posted by you or any other user of the Services.

8. MONITORING AND ENFORCEMENT; TERMINATION

We have the right to:

- Remove or refuse to post any User Submissions for any or no reason in our sole discretion.
- Take any action with respect to any User Submission that we deem necessary or appropriate in our sole discretion, including if we believe that such User Submission violates the Terms of Service, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for Piñata.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- Terminate or suspend your access to all or part of the Services, including your account, for any violation of these Terms of Service.
- Terminate your access to all or any part of the Services, including your account, at any time, with or without cause, with or without notice, effective immediately.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS PIÑATA AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES. However, we do not undertake to review all material before it is posted to the Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

9. CONTENT STANDARDS

These content standards apply to any and all User Submissions and use of Interactive Services. User Submissions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Submissions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person, or otherwise contain any content, materials, data or other information that is not lawfully provided to us.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Service and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

10. COPYRIGHT INFRINGEMENT

We take claims of copyright infringement seriously and we will respond to notices of alleged copyright infringement that comply with applicable law. It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers. If you believe any materials accessible on or from the Services infringe your copyright, you may request removal of those materials (or access to them) from the Services by submitting written notification to our copyright agent designated below. To be valid in accordance with the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), the written notice (the “DMCA Notice”) must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Services, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is: Copyright Agent Piñata Rent, Inc. support@pinata.ai If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

11. RELIANCE ON INFORMATION

The information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user (whether registered or a guest) of the Services, or by anyone who may be informed of any of its contents. The Services include content provided by third parties, including materials provided by credit reporting and background check services, financial services, insurance brokers and carriers, other third party service providers, retailers, and/or other users. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Piñata, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Piñata. We are not responsible, or liable to you or any third party, for the content or accuracy of any information, data or other materials provided (whether directly or indirectly) by any third parties.

12. UPDATES TO THE WEBSITE

We may update the content on our websites from time to time, but the content is not necessarily complete or up-to-date. Any of the material on any website may be out of date at any given time, and we are under no obligation to update such material.

13. INFORMATION ABOUT YOU AND YOUR USE OF THE SERVICES

All information we collect through the Services is subject to our [Privacy Policy](#). By using the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

14. PIÑATA PAY

“Piñata Pay” is a program through which renters can open a bank account and obtain a debit card from participating banks and card issuers. Piñata Rent, Inc. is a financial technology company and is not a bank. Banking services provided by Pacific West Bank; Member FDIC. The Piñata Rent, Inc. Visa® Debit Card is issued by Pacific West Bank pursuant to a license from Visa U.S.A. Inc. and may be used everywhere Visa debit cards are accepted. Piñata is not affiliated with the banking platform, the bank servicing your account or issuing your card, or the card issuer.

Important Information About Procedures for Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

Piñata Pay accounts and debit cards are subject to approval and additional terms and conditions, including the terms and conditions set by the banking platform, the bank servicing your account or issuing your card, and the card issuer. You must be 18 years of age or older and have online access to open a Piñata Pay account or debit card.

15. PIÑATA MARKETPLACE

READ THESE TERMS CAREFULLY BEFORE YOU START TO USE OR MAKE ANY PURCHASES THROUGH THE PIÑATA MARKETPLACE.

The Services provide access to an online third-party product marketplace (the “Piñata Marketplace”). These Terms of Service govern your use of and any purchases that you make through the Piñata Marketplace.

Piñata provides the Piñata Marketplace to allow you to review offers and to purchase products and services (“Product”) directly from participating third-party retailers (“Retailers”). When you make a purchase through the Piñata Marketplace, you are purchasing the Product from a Retailer and not from Piñata. In selecting a Product for purchase you may be directed to a third-party website of the Retailer and will be subject to the terms of use for the Retailer’s website. We are not the merchant of record and the actual contract for sale is directly between you and the seller. When you submit an order for Product through the Piñata Marketplace, you are entering into a binding agreement to purchase the Product directly from the Retailer through our third-party payment processors. You agree that Piñata is not an agent for you or for any Retailer and has no authority to act on your or on a Retailer’s behalf.

We are not responsible for examining or evaluating, and we do not warrant, any Product offerings of any Retailers. Piñata does not assume any responsibility or liability for the actions, product, and content of all these Retailers and any other third parties. You should carefully review their privacy statements, selling policies, and other conditions of use.

15.1 Marketing communications

By establishing an account with Piñata or by making a purchase through the Piñata Marketplace, you grant us permission to contact you at your email address and phone number and send you marketing content related to the Piñata Marketplace, our affiliates, and our business partners. You can opt-out of receiving our marketing content following the opt-out procedures set forth in such marketing content.

15.2 Marketplace use

Piñata may exclude any buyer, including you, from making purchases in the Piñata Marketplace at any time and for any reason. Resellers may not purchase Products in the Piñata Marketplace and we reserve the right, in our sole discretion, to cancel such purchase.

15.3 Piñata Points rewards

You may receive offers from us or from Retailers to receive rewards of Piñata Points on the successful purchase of certain products in the Piñata Marketplace. Piñata Points you earn through the Piñata Marketplace will be associated with your user account.

15.4 Product information

Any information about and descriptions of Products for purchase from Retailers through the Piñata Marketplace (“Product Information”) may be based on information provided to us by Retailers. We do not warrant the accuracy, completeness, or usefulness of this information. There may be information accessible through the Piñata Marketplace that contains typographical errors, inaccuracies, omissions, and other types of errors, including, without limitation, errors that relate to descriptions of Products, pricing, promotions, offers, minimum order amounts, delivery times, and Product availability. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Services, or by anyone who may be informed of any of its contents.

15.5 Purchase processing

When You submit an order for Product through the Piñata Marketplace, You are entering into a binding agreement to purchase the Product directly from the Retailer through our third-party payment processors (see details below).

15.6 Delivery

Delivery of any Products you purchase through the Piñata Marketplace, if applicable, is made by the Retailer seller and not Piñata. You agree that we have no obligation to deliver any Product you purchase through the Piñata Marketplace. You agree that we may provide to the Retailer your street address, email address, name, and phone

number for supplying to you the Product you purchase from the Retailer through the Piñata Marketplace.

ANY CLAIMS RELATED TO THE DELIVERY OF A PRODUCT, INCLUDING CLAIMS THAT THE PRODUCT WAS NOT DELIVERED, CLAIMS OF DAMAGE TO PROPERTY, OR CLAIMS RELATED TO PRODUCT QUALITY OR SUITABILITY ISSUES MUST BE HANDLED SOLELY BETWEEN YOU AND THE APPLICABLE RETAILER. YOU ARE RESPONSIBLE FOR MAKING ANY CLAIMS DIRECTLY WITH THE RETAILER AND AGREE THAT YOU WILL NOT SEEK TO HOLD PIÑATA RESPONSIBLE FOR ANY OF THE FOREGOING CLAIMS.

15.7 Changing or cancelling marketplace orders

Piñata is not responsible for the fulfillment, modification, cancelling, or return of any orders placed with a Retailer through the Piñata Marketplace. Once You have placed an order for a product in the Piñata Marketplace, the Retailer will handle all aspects of the order fulfillment, including changes to orders (if available), and processing of returned orders. Piñata will not change or cancel any order made by you, including any change to delivery address or billing information. You will need to contact the Retailer for any changes or cancellations that you wish to make to your order or to process any returns. The Retailer's contact information may be found in the email sent to You confirming your order.

16. ONLINE PURCHASES AND PRICING

All purchases through our site or other transactions for the sale of goods, services, or information formed through the Services, or resulting from visits made by you, are governed by the terms applicable to the corresponding marketplace. You are responsible for reviewing and agreeing to such terms. If you do not review or do not agree with the applicable terms for online purchases, do not make any purchases through the Services. You acknowledge that pricing with respect to the Services, and pricing of goods, services, or information formed through the Services, may be modified or introduced at any time.

17. PAYMENTS

Piñata, in conjunction with a third-party processor, offers a feature to facilitate payment of rental amounts and other sums due in accordance with written agreements for rental property between tenants and property managers and between buyers and Retailers in the Piñata Marketplace.

You agree to pay all charges incurred by you or on your behalf through the Services, at the prices in effect when such charges are incurred. Piñata's third-party payment processors will charge the payment method you specify at the time of purchase.

Tenants may initiate one-time and recurring payments through the Services. You authorize Piñata and its third-party processors to charge all payments as described in these Terms of Service, for the Services, to your chosen payment method. If you pay with a credit card, Piñata's third-party payment processors may seek pre-authorization of your credit card account before your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. Property Managers and tenants using the rental payments feature may be required to set up an account with a third-party payment processor, in accordance with their terms of service, in order to receive payments through the Services.

If any payment you initiate using the Services does not successfully complete, the intended recipient reserves the right to seek payment from you via or outside the Services. Any authorization you provide to make repeating automatic payments using the Services will remain in effect until cancelled.

When submitting a payment, including for scheduled payments, you may be asked to supply certain relevant information, such as your debit or credit card number and its expiration date, checking account information, and/or billing address. By submitting such information, you: (i) represent and warrant that you have the right to use any payment method that you submit through the Services; and (ii) grant to Piñata the right to provide such information to third parties for purposes of facilitating the transactions. Verification of information may be required prior to the acknowledgment or completion of any payment transaction.

By making or receiving payments through the Services, you grant Piñata and our third-party payment processors the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant institution, and to charge your account in the amounts specified in the Services. You agree to your personal and financial information being transferred, stored, and processed by our third-party payment processors.

Piñata does not hold any money you transfer through the Services and Piñata is not responsible for unsuccessful transmission, sourcing, or use of any funds by the recipient.

You agree that all payments made through the Services are final, and you will not challenge or dispute the charge with your bank. If you initiate a dispute with your bank, you agree that you will be held responsible for any outstanding balance owed to us (or other payee), plus any dispute case fees charged by the payee's bank. Any outstanding balance left unpaid after 30 days may be submitted to a collections agency, and you agree that a collections fee of up to 50% of the outstanding balance or \$100 (whichever is higher) will be added to the amount that you owe.

If a payor or payor's bank or card issuer initiates a reversal, chargeback, or payment dispute of a payment made through Services to you, you authorize Piñata and our third-party payment processors to reverse or otherwise debit the funds from your account. In the event we are unable to reverse or otherwise debit funds from your account, you agree promptly to deposit such funds upon our request.

We may also initiate a reversal, or take other actions we determine to be appropriate, if, in our reasonable opinion, fraud or abuse of the Services has occurred. Additionally, we may choose to implement a chargeback or reversal fee in the case of unsuccessful payment, in which case we will provide You prior notice of the amount to be charged.

We do not provide any refunds and do not guarantee any result using the Services, including, but not limited to, receiving an application, an application being accepted, or a property manager electing to accept payments through the Services.

18. LINKS FROM THE SERVICES; THIRD PARTIES

If the Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in any third-party product marketplaces and in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those third-party sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to in the Services, you do so entirely at your own risk and subject to the terms and conditions of use for, and privacy policies applicable to, such websites. We also use various third-party service providers in connection with the Services. You will comply with, and you acknowledge that you are subject to, all terms and conditions of use for, and privacy policies applicable to, all third parties whose services interoperate with, support, or are otherwise accessed from, the Services.

19. GEOGRAPHIC RESTRICTIONS

We provide the Services for use only by persons located in the United States. We make no claims that the Services or any of its content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. You are not permitted to access the Services from outside the United States.

20. DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet, the Website, or otherwise through the Services will be

free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, 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 THE SERVICES, THE WEBSITE, OR ANY FUNCTIONS OR ITEMS OBTAINED THROUGH THE SERVICES OR TO YOUR DOWNLOADING OF ANY POSTED MATERIAL, OR ON ANY WEBSITE LINKED TO THE SERVICES. YOUR USE OF THE SERVICES, ITS CONTENT, AND ANY FUNCTIONS OR ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, THE WEBSITES, THEIR CONTENT, AND ANY FUNCTIONS OR ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER PIÑATA NOR ANY PERSON ASSOCIATED WITH PIÑATA MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER PIÑATA NOR ANYONE ASSOCIATED WITH PIÑATA REPRESENTS OR WARRANTS THAT THE SERVICES, THE WEBSITES, THEIR CONTENT, OR ANY FUNCTIONS, INFORMATION, DATA OR OTHER ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SERVICES OR THE SERVER(S) THAT MAKE(S) THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITES OR ANY OTHER FUNCTIONS, INFORMATION, DATA OR OTHER ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. TO THE FULLEST EXTENT PROVIDED BY LAW, PIÑATA HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

FURTHER, WITHOUT LIMITATION OF ANY OTHER DISCLAIMER HEREIN, PIÑATA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, TO ANY ACTUAL OR PROSPECTIVE RENTER OF ANY RENTAL PROPERTY AS TO THE EXISTENCE, OWNERSHIP OR CONDITION OF THE RENTAL PROPERTY; AS TO THE ADVERTISED AVAILABILITIES, RENT, LEASE TERMS, SECURITY DEPOSIT, OR APPLICATION FEES, IF ANY; OR AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ABOUT A RENTAL PROPERTY APPEARING IN THE SERVICES. PIÑATA DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. PIÑATA RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CORRECT ANY ERROR OR OMISSION IN THE SERVICES OR IN ITS CONTENT. ALL RENTAL PROPERTIES ARE SUBJECT TO PRIOR LEASE. ANY AND ALL CONCERNS, DIFFERENCES OR DISCREPANCIES REGARDING A RENTAL PROPERTY MUST BE

ADDRESSED WITH THE LANDLORD AND/OR PROPERTY MANAGEMENT COMPANY PRIOR TO LEASING OF THE PROPERTY. PIÑATA DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES TO YOU REGARDING THE SERVICES FOR LISTING AND LEASING OF RENTAL PROPERTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT YOU WILL LEASE YOUR RENTAL PROPERTY, OBTAIN AN ACCEPTABLE RENT FOR YOUR RENTAL PROPERTY, ONLY RECEIVE LEGITIMATE INQUIRIES OR SOLICITATIONS FROM QUALIFIED RENTERS, OR RECEIVE ANY INQUIRIES REGARDING YOUR PROPERTY FOR RENT.

FURTHER, WITHOUT LIMITATION OF ANY OTHER DISCLAIMER HEREIN, (I) PIÑATA MAKES NO REPRESENTATION OR WARRANTY, AND EXPRESSLY DISCLAIMS ALL LIABILITY, AS TO CREDIT REPORTING (INCLUDING, WITHOUT LIMITATION, CREDIT SCORES AND THE PROVISION OF INFORMATION RELATING TO, OR OTHERWISE AFFECTING CREDIT SCORES); (II) EACH LANDLORD AND EACH RENTAL PROPERTY MANAGER, AND NOT PIÑATA OR ANY THIRD PARTY, IS RESPONSIBLE FOR (A) ENSURING THAT SUCH LANDLORD OR RENTAL PROPERTY MANAGER MAY LAWFULLY OFFER CREDIT REPORTING AND (B) PROPERLY PROVIDING ANY CREDIT REPORTING TO TENANTS OR ANY OTHER PARTIS; AND (III) BY USING THE SERVICES, EACH LANDLORD AND EACH RENTAL PROPERTY MANAGER REPRESENTS AND WARRANTS THAT IT HAS SATISFIED, AND SHALL AT ALL TIMES SATISFY, ALL REQUIREMENTS OF STATE, LOCAL AND OTHER APPLICABLE LAW WITH RESPECT TO CREDIT REPORTING, INCLUDING, WITHOUT LIMITATION, REPORTING RENT PAYMENTS TO CREDIT BUREAUS AND OTHER THIRD PARTIES.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

21. LIMITATION ON LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL PIÑATA, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, THE WEBSITES, ANY WEBSITES LINKED TO THEM, ANY CONTENT OF THE SERVICES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. The limitation of liability set out above does not apply to liability resulting from our willful misconduct. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

22. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Piñata, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Service or your use of the Services, including, but not limited to, your User Submissions, any use of the Services' content, functions, and products other than as expressly authorized in these Terms of Service, or your use of any information obtained from the Services.

23. DISPUTES

ARBITRATION AND CLASS ACTION WAIVER — IMPORTANT — PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS

23.1 ARBITRATION; WAIVER OF TRIAL BY JURY

YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US OR ANY OF OUR OFFICERS, DIRECTORS OR EMPLOYEES ACTING IN THEIR CAPACITY AS SUCH (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING, WITHOUT LIMITATION, DISPUTES RELATED TO THESE TERMS OF SERVICE, YOUR USE OF THE SERVICES AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE JAMS, INC. ("JAMS") RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES, AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY; PROVIDED, HOWEVER, THAT WE OR YOU MAY SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF IN ANY STATE OR FEDERAL COURT HAVING JURISDICTION TO GRANT IT IN THE EVENT OF AN ACTUAL OR THREATENED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

23.2 Small Claims Court; Class Action Waiver

As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules and if such claim is within such court's jurisdiction, unless such action is transferred, removed or appealed to a different court. You may bring claims only on your own behalf. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this agreement. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US, INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO CLASS ARBITRATION OR ANY

CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding.

23.3 Procedures

These dispute resolution provisions will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. In the event that JAMS is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either we or you can elect to have the arbitration administered instead by the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Service. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Services or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

23.4 30-Day Opt-Out Period

If you do not wish to be bound by the arbitration and class-action waiver provisions in this Disputes section, you must notify us in writing within thirty (30) days of the date that you first accept these Terms of Service (unless a longer period is required by applicable law), and then you must litigate any disputes against us in accordance with the Governing Law and Jurisdiction section below. Your written notification must be mailed to us at the address set out at the end of these Terms of Service. If you do not notify us in accordance with this paragraph, you agree to be bound by the terms of this Disputes section, including, without limitation, the arbitration and class-action waiver provisions, and further including such provisions in any revisions we make to these Terms of Service after the date of your first acceptance. Such notification must include: (i) your name; (ii) your email address and mailing address; and (iii) a statement that you do not wish to resolve disputes with us through arbitration or waive your ability to participate in a class action. If we make any changes to this Disputes section (other than a change to the address at which we will receive notices or rejections of future changes to this Disputes section), you may reject any such change by sending us written notice, within thirty (30) days of the change, to the address set out at the end of these Terms of Service. It is not necessary to send us a rejection of a future change to this Disputes section if you had properly opted out within the first thirty (30) days after you first accepted the provisions in this Disputes section. If you have not properly opted out, then by rejecting a future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Disputes section, as modified by any changes you did not reject. A notification sent pursuant to this paragraph solely affects these Terms of Service; if you previously entered into other arbitration or dispute resolution agreements with us or enter into other such agreements in the future, your notification that you are opting out of the provisions in this Disputes section shall not affect the other arbitration agreements between you and us.

23.5 Severability

If any of the prohibitions against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Disputes section will be null and void. This Disputes section, including, without limitation, the arbitration agreement and class action waivers contained herein, will survive the termination of your relationship with us.

23. GOVERNING LAW AND JURISDICTION

All matters relating to the Services and these Terms of Service, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Subject to Section 23, any legal suit, action, or proceeding arising out of, or related to, these Terms of Service or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York, in each case located in New York City. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

24. WAIVER AND SEVERABILITY

No waiver by Piñata of any term or condition set out in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Piñata to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision. With the exception of the provisions of the Disputes section as contemplated in Section 23.5, if any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

25. ENTIRE AGREEMENT

The Terms of Service include all of the terms contained on this page, including the additional terms for Electronic Disclosure and Consent, Credit Reporting Services, Mobile Terms & Conditions, “Piñata Points” Rewards and “Piñata Giveaway” Sweepstakes (the “Additional Terms”). Each of the Additional Terms shall be deemed to incorporate these Terms of Service. In the event of a conflict among terms, the Additional Terms shall control with respect to the subject matter of the Additional Terms.

The Terms of Service (including all Additional Terms) and our Privacy Policy constitute the sole and entire agreement between you and Piñata Rent, Inc., regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

26. YOUR COMMENTS AND CONCERNS

The Services are operated by Piñata Rent, Inc. 28 Clinton Street, Newark, NJ 07102. All notices of copyright infringement claims should be sent to the copyright agent designated in these Terms of Service in the manner and by the means set out therein. All other feedback, comments, requests for technical support, and other communications relating to the Services should be directed to: contact@pinata.ai

27. MODIFICATIONS

Without limitation of our other rights, we may introduce, modify any content, materials, features, pricing or other elements of the Services (expressly including, without limitation, the Piñata Marketplace and rewards) at any time in our sole discretion, without notice. We may also terminate Services (expressly including, without limitation, the Piñata Marketplace and rewards) at any time in our sole discretion, without notice. You shall not retain any rights that may have arisen prior to modification or termination, except to the extent expressly required by applicable law.

Piñata shall have the right to modify these Terms of Service at any time, which modification shall be effective immediately following Piñata's posting of such change on its website. Piñata recommends that you check the Piñata website and these Terms of Service regularly for any such changes. Your use of the Services following such posting shall be deemed to constitute your acceptance of such modification. Except for changes by Piñata as described here, no other amendment or modification of these Terms of Service will be effective unless in writing and signed by both you and Piñata.

ELECTRONIC DISCLOSURE AND CONSENT

“Communications” means disclosures, notices, agreements, fee schedules, privacy policies, statements, records, documents, and other information we provide to you, or that you sign and submit or agree to at our request.

Piñata is dedicated to providing the best online banking experience possible, including providing information to you electronically. By accepting this agreement, you agree that you are willing and able to receive Communications in electronic form, and consent to receive Communications in electronic form. If you do not give your consent to receive Communications in electronic and not paper form, you may not open a Piñata account. If you withdraw your consent to electronic Communications at any point after providing consent hereunder, we reserve the right to terminate your Account.

Delivery Methods

We will deliver Communications to you electronically, either through the Piñata website (“Website”); the Piñata mobile app (“App”); text or SMS messages (“Text Messages”); or through electronic mail (“E-mail”). If we do not deliver Communications to you through the above manners, we will tell you where you can go to receive such Communications.

We may be required by law to deliver certain Communications to you on paper even though you have consented to receive it electronically.

Hardware and Software Requirements

To receive and retain electronic Communications from Piñata, you will need the following:

- A computer or mobile device with an operating system that supports everything below;
- An internet connection;
- A current version of a web browser that we support, including: Edge version 42 or higher, Firefox version 62 or higher, Safari version 12 or higher, or Chrome version 69 or higher;
- A hard drive or other method of storing data;
- A valid, active email address; and
- A current version of a program that displays PDF files.

We may update these requirements periodically in order to maintain our ability to provide electronic Communications; if these requirements change in a substantial way, we will notify you of the changes.

Updating Contact Information

It is your responsibility to maintain accurate and current contact information so that we may send you electronic Communications. You can update your email address and other contact information by logging into your online account at the Piñata website, in the “Settings” section, or by emailing us at contact@pinata.ai

Communications in Writing

We are required by law to give you certain information in writing. All Communications delivered to you in either electronic or paper format will be taken as information delivered “in writing.”

Withdrawing Consent

You have the right to withdraw your consent to this Electronic Disclosure and Agreement at any time. Withdrawing consent will terminate your Piñata account, including access to our Website and Mobile App. A balance refund check may be issued to you upon account termination in accordance with this agreement. You may withdraw consent by emailing us at contact@pinata.ai.

CREDIT REPORTING SERVICES

You understand that by accepting these Terms and Conditions you are providing permission to Pinata to report your rental payments via the Service to consumer reporting agencies (“CRAs”).

Pinata is not responsible for how any CRA may manage or use the information provided to them by Pinata and you agree to hold Pinata harmless against any such claims, with all being subject to the “Dispute of Credit Reporting Information by Customer” section of these Terms and Conditions and the Fair Credit Reporting Act (“FCRA”). See such CRA for the terms and conditions of how they collect, store, manage, use, modify, disseminate and distribute such information.

The delinquency of a payment owed by a User may negatively impact a User’s credit score.

Notwithstanding the above, any party may dispute any entry on a credit report provided by Pinata to a CRA. Please see the “Dispute of Credit Reporting Information by Customer” section, below.

1. DISPUTE OF CREDIT REPORTING INFORMATION BY CUSTOMER

1.1 Notice of Dispute

A User may dispute an entry on their credit report derived from information provided by Pinata to a CRA by notifying the agency directly, or by notifying Pinata by mail at Piñata Rent, Inc. 28 Clinton Street, Newark, NJ 07102. The User shall provide the following information as part of any dispute:

- Name of User
- A specific description of the disputed information
- The basis of the dispute
- Address of User or other means for Pinata to contact User with results of investigation
- Any supporting documentation, including a copy of the disputed report

1.2 Investigation of Disputed Information

Upon receipt of a notice of dispute from a User, Pinata will conduct a reasonable investigation and make a determination of the status of the disputed information within the time period prescribed by the FCRA. The investigation shall include, but is not limited to, all relevant information provided by the User. The determination shall be one of the following three options:

- The dispute is frivolous or irrelevant and the information originally provided is accurate;
- The disputed information is inaccurate; or
- More information is necessary to make a final determination regarding the disputed information

1.3 Notification of Determination

Once a final determination has been made regarding the disputed information, Pinata will notify the User for that purpose within five (5) business days of the determination regarding the disputed information.

If Pinata determines that the dispute is frivolous or irrelevant, Pinata shall notify the User by mail, or, if authorized by the User for that purpose, by other means available to Pinata. Said notice shall include:

- The reasons for the determination; and
- Identification of any information required to investigate the disputed information.

If Pinata determines that the disputed information is inaccurate, Pinata shall notify the User by email or, if authorized by the User for that purpose, by other means available to Pinata within five (5) business days of the determination and will promptly notify all CRA's to which Pinata provided said information and request that they delete or modify the information as appropriate.

If Pinata determines that more information is necessary to complete its investigation, Pinata will notify the User, and the User's counterparty if necessary, and request additional information from them to help make a final determination as to the disputed information. Upon receipt of the additional information, Pinata shall make a final determination on the disputed information, considering all information provided by all parties, within thirty (30) days of receipt of the notice of dispute by Pinata under this section. Notice of said determination shall be forwarded to the User as described above.

2. YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;

- your file contains inaccurate information as a result of fraud;
- you are on public assistance;
- you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See <https://www.consumerfinance.gov/learnmore> for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See <https://www.consumerfinance.gov/learnmore> for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need — usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to <https://www.consumerfinance.gov/learnmore>
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists

these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).

- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit. As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years. A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active-duty military personnel have additional rights.** For more information, visit <https://www.consumerfinance.gov/learnmore>

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General.

3. ARBITRATION AGREEMENT

Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires you to arbitrate disputes with Pinata and limits the manner in which you can seek relief from us.

3.1 Applicability of Arbitration Agreement

This Arbitration Agreement is applicable to U.S. residents. You agree that any dispute or claim relating in any way to your access or use of the Site, to any products sold or distributed through the Site, or to any aspect of your relationship with Pinata, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, and (2) you or Pinata may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of these Terms and Conditions or any prior version of these Terms and Conditions.**

3.2 Arbitration Rules and Forum

The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to Pinata Financial Inc, 215 West 125th Street, Room 410, New York, NY 10027. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and Procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS’s rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person at a mutually agreed location in the State of Delaware. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

3.3 Authority of Arbitrator

The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of the Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Pinata. The arbitration proceeding will not be consolidated with any other matters or

joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms of Service (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

3.4 Waiver of Jury Trial

YOU AND COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Pinata are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms of Service as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

3.5 Waiver of Class or Other Non-Individualized Relief

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precluded enforcement of any of this subsection's limitations as to a given claim for relief, then that claim must be severed from the arbitration and brought into the State or Federal Courts located in the State of Delaware. All other claims shall be arbitrated.

3.6 Severability

Except as provided in the Waiver of Class or Other Non-Individualized Relief section, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

3.7 Survival of Agreement

This Arbitration Agreement will survive the termination of your relationship with Pinata.

4. INTERNATIONAL USERS

Pinata makes no claim that the Service is appropriate or may be accessed, used or downloaded outside the United States. If you access the Service from a location outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction regarding online conduct and acceptable content.

5. FEEDBACK AND REPORTING MISCONDUCT

We welcome and encourage you to provide feedback, comments and suggestions (collectively “Feedback”) for improvements to the Site, App and Service. You may submit feedback by emailing us at contact@pinata.ai. You acknowledge and agree that all Feedback is at your own risk and that Pinata has no obligations (including without limitation obligations to confidentiality) with respect to such Feedback. You hereby grant to Pinata a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially and non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of Pinata Properties.

If you feel any User is acting or has acted inappropriately, including but not limited to, anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of fraud, or (iii) engages in any other disturbing conduct, you agree to immediately report such person to the appropriate authorities and to Pinata.

6. GENERAL

The failure of Pinata to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Pinata. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

Certain parts of the Service may have different or additional terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and the terms and conditions posted for a specific part of the Service, the latter terms and conditions will take precedence.

7. NOTICE TO CALIFORNIA RESIDENTS

If you are a California resident, under California Civil Code § 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Service of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

8. MODIFICATION

Pinata reserves the right, at its sole discretion, to modify or discontinue, temporarily or permanently, the Service or to modify these Terms, including any Service Fees, at any time and without prior notice. If we modify these Terms, we will post the modification on the Site or via the App; however, we reserve the right to make any such changes effective immediately to maintain the security of our Service or to comply with any laws or regulations. We will update the “Last Updated” date at the top of these Terms.

Modifications to these Terms shall automatically be effective upon posting; provided, however, that material changes to the Terms will be effective as to an existing User thirty (30) days after notice to the User is provided on Pinata’s website. You agree to keep your email address on file with Pinata up-to-date. By continuing to access or use the Service after we have posted a modification or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Service.

9. ENTIRE AGREEMENT

These Terms constitute the entire and exclusive understanding and agreement between Pinata and you regarding the Pinata Properties, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Pinata and you regarding the same.

10. DISCLAIMER

The original, legally binding version of this document is written in English. If this document is translated into other languages, there may be discrepancies between the English version and a translated version. If so, the English version supersedes the translated version.

MOBILE TERMS & CONDITIONS

WHAT ARE YOUR MOBILE TERMS?

When you provide us with your mobile phone number, or your property manager provides us with your phone number and permission, you agree that our organization may send you text messages (including SMS and MMS) to that phone number. Our organization may send you up to 2 messages per month.

HOW DO I OPT-OUT OF SMS/MMS?

You may opt-out at any time by texting the word **STOP** to +17076295433. You agree to receive a final text message confirming your opt-out. Texts may be sent through an automatic telephone dialing system. Consent is not required to purchase our goods or services. You agree to notify us of any changes to your mobile number and update your account us to reflect this change. Your carrier may prohibit or restrict certain mobile features and certain mobile features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues.

WILL I BE CHARGED FOR THE TEXT MESSAGES I RECEIVE?

Our organization will never charge you for the text messages you receive however standard message and data rates may apply for any messages sent to you from us and to us from you. You will receive up to 2 messages per month. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. For all questions about the services provided through the number +17076295433, you can send an email to contact@pinata.ai.

SUPPORTED WIRELESS CARRIERS

United States

We are able to deliver messages to the following mobile phone carriers: Major carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, MetroPCS, U.S. Cellular, Alltel, Boost Mobile,

Nextel, and Virgin Mobile. Minor carriers: Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central IL (ECIT), Cellular One of Northeast Pennsylvania, Cincinnati Bell Wireless, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, Ntelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Symmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless).

This service and the carriers are not liable for delayed or undelivered messages

“PIÑATA POINTS” REWARDS TERMS

1. PIÑATA POINTS REWARDS

“Piñata Points” (formerly called “Piñata Cash”) is an online, redeemable rewards program that may be used or redeemed to obtain certain products, benefits, and features we may offer through the Services.

Each Piñata Point has a value of \$0.001 per Piñata Point. Piñata Points may be associated with a user’s account and may be awarded: (a) in connection with a Piñata Pay account or debit card; (b) to users for free, or in exchange for referring the Services to others, or in connection with certain promotional offerings; (c) by property managers to tenants in connection with making rent payments and meeting other criteria; and/or (d) in connection with making certain types of product purchases through the Piñata Marketplace.

If you receive Piñata Points in connection with your Piñata Pay account or debit card, please note that Piñata is not affiliated with the banking platform or the bank servicing your account or issuing your card.

The following transaction types are never eligible to receive Piñata Points:

- ATM transactions;
- In-store cash withdrawals or cash back;

- Any transactions identified by a retailer as not being eligible to receive rewards.

You may receive offers from us or from retailers to receive rewards of Piñata Points on the successful purchase of certain products in the Piñata Marketplace. Piñata Points you earn through the Piñata Marketplace will be associated with your user account. All offers made available to you are temporary and may change or become unavailable without notice. Piñata is not affiliated with any retailers that extend you offers through the Piñata Marketplace or Piñata Points rewards program.

We may, in our sole discretion, review how you earn Piñata Points and engage in other activities in the Services, including, without limitation, to confirm the validity of Piñata Points. We reserve the right to limit and otherwise adjust the amount of Piñata Points that you can be awarded, accumulated, or redeemed over any given period of time. The amount of Piñata Points required to redeem any award or other benefit is set by us in our sole discretion. Piñata Points required to redeem any award or benefit are updated continuously and may change at any time without notice; awards and benefits are also subject to change and may be unavailable at any time without notice. There is no guarantee, and nothing stated in the Services constitutes a guarantee, that you will be able to redeem or obtain any particular award or benefit for any particular amount of Piñata Points. We, in our sole discretion, determine how Piñata Points may be awarded or redeemed through the Services and we may reject awards and redemptions of Piñata Points and any other reward fulfillment.

2. YOUR RESPONSIBILITIES

All rewards and benefits received in connection with the Piñata Points rewards program are exclusive of any applicable withholding, sales, use, excise, value added, or other taxes. You acknowledge and agree that you are responsible for determining, paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Piñata Points rewards program. We are not responsible for determining whether you owe taxes in connection with your access to or use of the Piñata Points rewards program or for collecting, reporting, or remitting taxes arising from your access to or use of the Piñata Points rewards program, except for our own income taxes.

In addition to your other representations and warranties in the Piñata User Terms of Service, you represent and warrant that you will not access or use the Piñata Points rewards program to engage in any illegal, fraudulent, or other illicit activity.

3. TERMINATION & FORFEITURE OF PIÑATA POINTS

We may terminate or expire any or all of your Piñata Points, without notice to, or consent by, you, upon the occurrence of any of the following events: (i) six months after original issuance of Piñata Points, if such Piñata Points have not have been used before such date; (ii) your Piñata account has been inactive for three months, (iii) the

termination of your lease if you acquired Piñata Points from your property manager; or (iv) if we determine that you have acquired the Piñata Points in connection with any fraudulent or illegal activity, in each case, as we determine in our discretion. Upon termination or expiration, you shall have no rights to any Piñata Points so terminated or expired, all of which automatically shall be deemed forfeited.

Without limiting any of the other terms of these “Piñata Points” Rewards Terms, if you return, charge back, cancel, dispute, or otherwise request a refund for a qualifying purchase for which you have already received Piñata Points, we reserve the right to remove any Piñata Points from your account or withhold future Piñata Points offset any such amount.

You may opt-out of the Piñata Points rewards program at any time by contacting customer support.

4. MODIFICATION

We reserve the right to modify or terminate the Piñata Points rewards program (including, without limitation, any terms or rules regarding use or access thereto) at any point in time.

“PIÑATA GIVEAWAY” SWEEPSTAKES

1. OFFICIAL RULES

NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF MONEY WILL NOT IMPROVE THE CHANCES OF WINNING.

The “Piñata Giveaway” Sweepstakes (the “Sweepstakes”) is intended for legal residents of the United States of America (“USA”) and shall only be construed and evaluated according to applicable USA law and applicable state law. Do not enter this Sweepstakes if you are not a USA resident or are otherwise ineligible to enter in accordance with these Official Rules at the time of entry. The Sweepstakes is

sponsored by Piñata Rent, Inc., 131 Varick Street #1013, New York, NY 10013 (the “Sponsor”).

2. ELIGIBILITY

The Sweepstakes is open to legal residents of the USA who are at least eighteen (18) years of age or have reached the age of majority in their respective state of residence at the time of entry (the “Entrants”). The Sponsor, ViralSweep LLC (the “Administrator”), their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, and the officers, directors, agents, and employees of each of the foregoing (collectively, the “Released Parties”), and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above (collectively, the “Released Parties”) are NOT eligible to participate in this Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. **Void where prohibited or restricted by law.** (For the avoidance of doubt, any references in these Rules to Entrants shall also include the Entrants who are deemed the Winners (as defined below)).

3. AGREEMENT TO OFFICIAL RULES

By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

4. HOW TO ENTER

The Sweepstakes begins at 12:00:01 a.m. EDT every Saturday and ends at 11:59:59 p.m. ET every Friday (“Sweepstakes Period”). The following is the sweepstakes schedule:

Piñata Pay giveaways

Start date	End date
6/5/23	6/11/23
6/12/23	6/18/23
6/19/23	6/25/23
6/26/23	7/2/23
7/3/23	7/9/23

7/10/23	7/16/23
7/17/23	7/23/23
7/24/23	7/30/23
7/31/23	8/6/23
8/7/23	8/13/23
8/14/23	8/20/23
8/21/23	8/27/23
8/28/23	9/3/23
9/4/23	9/10/23
9/11/23	9/17/23
9/18/23	9/24/23
9/25/23	10/1/23
10/2/23	10/8/23
10/9/23	10/15/23
10/16/23	10/22/23
10/23/23	10/29/23
10/30/23	11/5/23
11/6/23	11/12/23
11/13/23	11/19/23
11/20/23	11/26/23
11/27/23	12/3/23
12/4/23	12/10/23
12/11/23	12/17/23
12/18/23	12/24/23
12/25/23	12/31/23

General giveaways

Start date	End date
6/5/23	6/11/23
6/12/23	6/18/23
6/19/23	6/25/23

6/26/23	7/2/23
7/3/23	7/9/23
7/10/23	7/16/23
7/17/23	7/23/23
7/24/23	7/30/23
7/31/23	8/6/23
8/7/23	8/13/23
8/14/23	8/20/23
8/21/23	8/27/23
8/28/23	9/3/23
9/4/23	9/10/23
9/11/23	9/17/23
9/18/23	9/24/23
9/25/23	10/1/23
10/2/23	10/8/23
10/9/23	10/15/23
10/16/23	10/22/23
10/23/23	10/29/23
10/30/23	11/5/23
11/6/23	11/12/23
11/13/23	11/19/23
11/20/23	11/26/23
11/27/23	12/3/23
12/4/23	12/10/23
12/11/23	12/17/23
12/18/23	12/24/23
12/25/23	12/31/23

The Sponsor's database computer is the official time-keeping device for the Sweepstakes. Three (3) methods of entry as follows:

1. *Bank Account Savings* – Entrants can save money into their Piñata bank account. Each dollar saved during the Sweepstakes Period will generate one (1)

Sweepstakes entry for the Entrant. Piñata bank accounts are free for Entrants to sign up for and to use.

2. *Via the Piñata App* – To enter the Sweepstakes via the Piñata+ app, Entrants must create a free Piñata+ account. Once an account is created, app users have the ability to earn Piñata Points (formerly called Piñata Cash) (“PP”). PP is in-app currency that can be accumulated by users by completing a number of different in-app activities. Entrants can enter the Sweepstakes by paying \$5 PP for one (1) Sweepstakes entry. There is no limit on the number of entries an Entrant can receive by redeeming PP.
3. *By Mail* – Entrants can also obtain Sweepstakes entries by legible hand-printing, on a 3”x 5” card or paper, their full name, complete mailing address, phone number, date of birth, email address, and a brief description (at least 25 words) on what winning the Grand Prize would mean to you, mailing the card in a #10 business-sized envelope, with proper postage affixed, to: Piñata Sweepstakes, PO BOX 953, Cheshire, CT 06410 (the “Mail-In Entry”). All entries must be postmarked by the date specified below for each giveaway period. Each mail-in entry received will be worth five (5) Sweepstakes entries. *****NOTE: Mail-in entry card and envelope must be hand-printed by the Entrant only. In addition, Entrants are not permitted to use any 3rd party organization to assist with the entry process in any way (as determined by the Administrator). Each Envelope must be mailed individually. Bulk shipments of entries will not be accepted.***

General giveaways

Start date	End date	Mail-in close
6/5/23	6/11/23	6/15/23
6/12/23	6/18/23	6/22/23
6/19/23	6/25/23	6/29/23
6/26/23	7/2/23	7/6/23
7/3/23	7/9/23	7/13/23
7/10/23	7/16/23	7/20/23
7/17/23	7/23/23	7/27/23
7/24/23	7/30/23	8/3/23
7/31/23	8/6/23	8/10/23
8/7/23	8/13/23	8/17/23
8/14/23	8/20/23	8/24/23
8/21/23	8/27/23	8/31/23
8/28/23	9/3/23	9/7/23

9/4/23	9/10/23	9/14/23
9/11/23	9/17/23	9/21/23
9/18/23	9/24/23	9/28/23
9/25/23	10/1/23	10/5/23
10/2/23	10/8/23	10/12/23
10/9/23	10/15/23	10/19/23
10/16/23	10/22/23	10/26/23
10/23/23	10/29/23	11/2/23
10/30/23	11/5/23	11/9/23
11/6/23	11/12/23	11/16/23
11/13/23	11/19/23	11/23/23
11/20/23	11/26/23	11/30/23
11/27/23	12/3/23	12/7/23
12/4/23	12/10/23	12/14/23
12/11/23	12/17/23	12/21/23
12/18/23	12/24/23	12/28/23
12/25/23	12/31/23	1/4/24

To be valid, each entry must provide all requested information. The Released Parties are not responsible for late, incomplete, delayed, undelivered, or misdirected entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned except as provided herein. All information submitted by Entrants will be treated according to Sponsor's Privacy Policy, available at <https://www.pinata.ai/privacy-policy/>. By entering the Sweepstakes and providing their email address and other contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

5. GENERAL CONDITIONS

If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (i) infection by computer virus, bugs, (ii) tampering, unauthorized intervention, (iii) fraud, (iv) technical failures, or (v) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any

individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Prizes (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor's Website; or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a Winner based on an email address, the winning entry will be declared by the authorized account holder of the email address associated with the registration in question. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

6. RELEASE AND LIMITATIONS OF LIABILITY

By participating in the Sweepstakes, Entrants agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Sweepstakes; (iii) printing errors; (iv) errors in the administration of the Sweepstakes or the processing of entries; or (v) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt of a Prize (defined below). Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of

technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. **For New Jersey Residents: nothing herein bars recovery of damages or attorneys' fees where mandated by statute.**

Except as expressly provided above, IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of a Prize. Released Parties are not liable in the event that any portion of the Sweepstakes is cancelled due to weather, fire, strike, acts of war or terrorism, pandemic, or any other condition beyond their control.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

7. DRAWING AND NOTIFICATION

The potential Prize Winners will be selected in a random drawing conducted by the Administrator. The Prize drawings will be conducted based on the following schedules.

General giveaways

Draw date	Prize	# of winners
6/14/23	\$175	3
6/21/23	\$350	3
6/28/23	\$175	3
7/5/23	\$350	3
7/12/23	\$175	3
7/19/23	\$350	3
7/26/23	\$175	3
8/2/23	\$350	3
8/9/23	\$175	3
8/16/23	\$350	3
8/23/23	\$175	3
8/30/23	\$350	3
9/6/23	\$175	3
9/13/23	\$350	3
9/20/23	\$175	3
9/27/23	\$350	3
10/4/23	\$175	3
10/11/23	\$350	3
10/18/23	\$175	3
10/25/23	\$350	3
11/1/23	\$175	3
11/8/23	\$350	3
11/15/23	\$175	3
11/22/23	\$350	3
11/29/23	\$175	3
12/6/23	\$350	3
12/13/23	\$175	3
12/20/23	\$350	3
12/27/23	\$175	3
1/3/24	\$350	3

Draw date	Prize	# of winners
6/14/23	\$1,000	1
6/21/23	\$1,000	1
6/28/23	\$1,000	1
7/5/23	\$1,000	1
7/12/23	\$1,000	1
7/19/23	\$1,000	1
7/26/23	\$1,000	1
8/2/23	\$1,000	1
8/9/23	\$1,000	1
8/16/23	\$1,000	1
8/23/23	\$1,000	1
8/30/23	\$1,000	1
9/6/23	\$1,000	1
9/13/23	\$1,000	1
9/20/23	\$1,000	1
9/27/23	\$1,000	1
10/4/23	\$1,000	1
10/11/23	\$1,000	1
10/18/23	\$1,000	1
10/25/23	\$1,000	1
11/1/23	\$1,000	1
11/8/23	\$1,000	1
11/15/23	\$1,000	1
11/22/23	\$1,000	1
11/29/23	\$1,000	1
12/6/23	\$1,000	1
12/13/23	\$1,000	1
12/20/23	\$1,000	1
12/27/23	\$1,000	1
1/3/24	\$1,000	1

Odds of winning a Prize will depend on the total number of eligible entries received throughout the Sweepstakes Period. The potential Prize Winners will each be contacted by the Sponsor via email.

8. PRIZES

Each general giveaway will award the number of prizes as specified above, with the value specified. Each Piñata Pay giveaway will award the number of prizes as specified above, with the value specified. A giveaway winner ("Winner"), upon the Sponsor's verification of eligibility, will receive their prize value as specified above. All other expenses associated with Prize acceptance or usage not specifically mentioned herein are the responsibility of the Winners. No substitution of any of the Prizes will be permitted, except by the Sponsor, who reserves the right at its sole discretion to substitute a Prize with another Prize of equal or greater value.

9. ADDITIONAL PRIZE CONDITIONS

By accepting a Prize, the Winners agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of a Prize. The potential Grand Prize Winner must sign and return to the Administrator, within seven (7) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release in order to claim the Grand Prize. **Note: The Affidavit sent to a potential Grand Prize Winner will require that the Winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes.** The Winners will be responsible for all local, state, and federal taxes associated with the receipt of their Prize. The Grand Prize Winner must note that the value of the Grand Prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the Grand Prize. The Winners are solely responsible for all matters relating to the Prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or undeliverable to the potential Winner, if a potential Winner cannot be reached or does not comply with notification instructions within three (3) business days from the first notification attempt, if a potential Grand Prize Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Winner may be selected.

By accepting a Prize, where permitted by law, the Winners grant to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print,

publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. The Winners also acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to their Prize.

10. DISPUTES

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Administrator, and Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. By participating in the Sweepstakes, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in a federal or state court within the State of New York; (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief.

11. SEVERABILITY

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

12. MISCELLANEOUS

These Official Rules contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations, and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of,

any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrants, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

13. WINNERS LIST REQUEST

To request confirmation of the first name, last initial, city, and state of residence of each Winner, please send a self-addressed, stamped business-size envelope, by January 31, 2024 to: ASC/VS-Piñata Sweepstakes Winners List Request, 300 State St. Suite 402, Rochester, NY 14614.