



POINTS REWARD PROGRAM RULES

PIÑATA RENT, INC.

Piñata® Points Rewards Program Rules

The Piñata® Points Rewards Program (the “Rewards Program”) is sponsored by Piñata Rent, Inc. (“Piñata®,” “we” or “us”). The following Piñata® Points Rewards Program Rules (the “Rules”) govern your ability to earn and redeem “Piñata® Points” as a paid Piñata® member (“Paid Member”) or free member (“Free Member,” and together, “Members”).

Please review these Rules and all applicable Piñata® Agreements carefully before participating in the Rewards Program. If you do not agree to these Rules in their entirety, you are not authorized to participate in the Rewards Program.

ELIGIBILITY

The Rewards Program is open to individuals who are at least eighteen (18) years of age, who can enter into legally binding contracts under applicable law, and who have registered as Members of the Piñata® platform (the “Piñata® Platform”). Individuals without an active Member account in good standing are NOT eligible to participate. The Rewards Program is void where prohibited or restricted by law.

PIÑATA® AGREEMENTS

The Rewards Program and each Member’s participation in it are governed by all applicable Piñata® agreements, including without limitation the Piñata® Terms and



Conditions and the Piñata® Privacy Policy (collectively, the “Piñata® Agreements”). These Rules are incorporated into the Piñata® Agreements, and all terms and conditions therein apply to these Rules. Where there is a conflict between these Rules and the Piñata® Agreements, the Piñata® Agreements govern.

HOW TO PARTICIPATE IN THE REWARDS PROGRAM

All Members are automatically eligible to earn Piñata® Points through the opportunities made available to Paid Members and Free Members, respectively. To become a Member, users must access the Piñata® website at www.pinata.ai (the “Site”) and/or download the Piñata® mobile application (the “App”) and complete the applicable registration process. Registration information may include, without limitation: (a) your full name; (b) your mailing/billing address; (c) your email address; (d) your telephone number; (e) your date of birth; and/or (f) any other information requested on the applicable registration form (collectively, “Registration Data”). You agree to provide true, accurate, current, and complete Registration Data and to keep it up to date.

Piñata’s® collection, use, and disclosure of Registration Data are governed by the Piñata® Privacy Policy, available at <https://www.pinata.ai/privacy-policy/>.

You may opt out of the Rewards Program at any time by contacting customer support at support@pinata.ai.

PIÑATA® IS NOT RESPONSIBLE OR LIABLE IN ANY MANNER WHATSOEVER FOR YOUR INABILITY TO PARTICIPATE IN THE REWARDS PROGRAM AND/OR EARN PIÑATA® POINTS.

PIÑATA® POINTS HAVE NO MONETARY VALUE

Piñata® Points have no monetary value and may not be redeemed for cash. Piñata® Points are not transferable and may not be auctioned, traded, bartered, or sold. Any attempt to transfer, sell, or barter Piñata® Points is void and may result in forfeiture of all Points in your account.

HOW TO EARN PIÑATA® POINTS

Piñata® Points may be awarded for the following: (a) referring the Piñata® Platform and associated services to others (“Referrals”); (b) in connection with certain promotional offerings; (c) in connection with making rent payments through the



Piñata® Platform; and/or (d) in connection with making certain product purchases through the “Piñata® Marketplace.”

ALL PIÑATA® POINT OFFERS MADE AVAILABLE TO YOU ARE TEMPORARY, LIMITED-TIME ONLY, AND MAY CHANGE OR BECOME UNAVAILABLE WITH OR WITHOUT NOTICE AT ANY TIME. PIÑATA® IS NOT RESPONSIBLE FOR PIÑATA® POINTS THAT ARE LOST, DELAYED, MISDIRECTED, OR INCORRECT. ALL DETERMINATIONS REGARDING THE AWARDING OF PIÑATA® POINTS SHALL BE MADE BY PIÑATA® IN ITS SOLE AND ABSOLUTE DISCRETION AND WILL BE FINAL AND BINDING ON YOU.

Some additional rules apply to certain methods of earning Piñata® Points, as set forth below:

1. Referrals; Referral Related Activities

To earn Piñata® Points for referring individuals who subsequently become Members (“Referral Piñata® Points”), you must refer individuals who are not yet Members (“Recruits”), and those Recruits must subsequently register as Members via the designated referral link or by entering the code or other information designated by Piñata® (each, a “Referral”). If a Recruit does not register via the designated link or requisite code, that Recruit will not be deemed a Referral and you will not receive Referral Piñata® Points for that Recruit.

In addition to, and without limiting, any obligations and restrictions set forth in the Piñata® Agreements, you agree to the following “Marketing Requirements”:

(a) Your activities in connection with generating Referrals (“Referral Related Activities”), and the materials used in connection with them (“Creative”), must at all times: (i) comply with all applicable federal and state laws, rules, and regulations, including without limitation the CAN-SPAM Act of 2003, as amended, applicable FTC guidelines, and all consumer data privacy laws including but not limited to the CCPA, CPRA, and equivalent state privacy statutes; and (ii) not infringe upon any third-party intellectual property or other proprietary rights.

(b) You must ensure that your Referral Related Activities comply with the FTC Guidelines Concerning the Use of Endorsements and Testimonials and Native Advertising: A Guide for Businesses. Without limiting the foregoing, you must prominently disclose to Recruits that you will receive Referral Piñata® Points in connection with your Referral Related Activities.

(c) You may not use any “incentivized marketing” or establish any promotion that provides sweepstakes entries, rewards, points, or other compensation in connection with Referral Related Activities, nor create the appearance of incentivized marketing.



(d) You may not: (i) conduct Referral Related Activities via SMS or text messaging without prior written approval from Piñata® in each instance; (ii) violate the terms of service of any social media platform in connection with Referral Related Activities; (iii) solicit personal information from any potential Referral; (iv) engage in any unlawful commercial activities; (v) engage in any fraudulent or deceptive activity; or (vi) engage in any conduct that Piñata® objects to in writing at least forty-eight (48) hours in advance.

PIÑATA® IS NOT RESPONSIBLE FOR ATTEMPTED RECRUIT REGISTRATIONS THAT ARE LOST, LATE, ILLEGIBLE, MISDIRECTED, DAMAGED, INCOMPLETE, OR INCORRECT, OR FOR ANY FAILURE OF ANY LINK OR OTHER METHOD USED FOR IDENTIFYING REFERRALS. ALL DETERMINATIONS REGARDING THE REGISTRATION OF RECRUITS, REFERRAL PIÑATA® POINTS, AND THE LINKS/IDENTIFICATION METHODS SHALL BE MADE BY PIÑATA® IN ITS SOLE AND ABSOLUTE DISCRETION AND WILL BE FINAL AND BINDING ON YOU.

2. Piñata® Marketplace Points

From time to time, you may receive offers from us or from participating retailers (collectively, “Sellers”) to receive Piñata® Points for the successful purchase of certain products listed in the Piñata® Marketplace. Piñata® is not affiliated with any Sellers in the Piñata® Marketplace. 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 Member account or withhold future Piñata® Points to offset such amount.

EXPIRATION AND FORFEITURE OF PIÑATA® POINTS

Point Expiration — Free Members

If you are a Free Member, Piñata® Points will expire twelve (12) months after the date on which those Points were issued, unless you have taken a Qualifying Action (as defined below) before that date.

Point Expiration — Paid Members

If you are a Paid Member, Piñata® Points will expire twelve (12) months after the date on which those Points were issued, unless: (a) you have taken a Qualifying Action (as defined below) within the twelve (12) months preceding the expiration date; or (b) your account has not been Inactive (as defined below) for three (3) or more consecutive months immediately prior to the expiration date.

“Qualifying Action” and “Inactive” Defined



For purposes of these Rules, a “Qualifying Action” means any action that results in the earning or redemption of Piñata® Points, including without limitation making a rent payment through the Piñata® Platform, completing a purchase through the Piñata® Marketplace, or redeeming Piñata® Points. Your account is considered “Inactive” during any period in which no Qualifying Action has been taken.

Reactivation

If your account has become Inactive and your Piñata® Points are at risk of expiring, you may prevent expiration by taking a Qualifying Action before the applicable expiration date. Points that have not yet expired remain in your account and their expiration date will be extended by twelve (12) months from the date of the Qualifying Action.

Expiration Notices

Piñata® will use commercially reasonable efforts to notify you by email at least forty-five (45) days before any Piñata® Points are scheduled to expire, and again at least seven (7) days before the expiration date. Expiration notices will be sent to the email address associated with your Member account. It is your responsibility to keep your email address current. Failure to receive an expiration notice — for any reason, including an outdated email address — does not extend the expiration date or otherwise affect the expiration of your Piñata® Points.

Forfeiture for Fraud or Breach

Piñata® may immediately terminate or forfeit any or all of your Piñata® Points, without notice, if we determine that you have acquired Piñata® Points in connection with any fraudulent or illegal activity, or in breach of these Rules and/or the Piñata® Agreements, in each case as determined by Piñata® in its discretion.

Upon expiration or forfeiture of any Piñata® Points, you shall have no rights to those Points, all of which are automatically deemed forfeited.

INDEMNIFICATION

You agree to indemnify and hold Piñata®, its parents and subsidiaries, and each of their respective members, shareholders, officers, directors, employees, agents, co-branders, content licensors, and other partners harmless from and against any and all claims, expenses (including reasonable attorneys’ fees), damages, suits, costs, demands, and/or judgments whatsoever made by any third party arising out of: (a) your unauthorized participation in the Rewards Program; (b) your breach of these Rules; (c) any dispute between you and any Sellers, Recruits, or other third parties; and/or (d) your violation of any rights of another individual or entity. The provisions of this section are for the benefit of Piñata®, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, members, employees, agents, shareholders, licensors,



suppliers, and attorneys, each of whom may assert and enforce these provisions directly against you.

MODIFICATION AND TERMINATION OF THESE RULES AND/OR THE REWARDS PROGRAM

Piñata® may modify these Rules or terminate the Rewards Program at any time by posting amended Rules or a termination notice on the Site, or by sending an email to the address associated with your Member account. For any modification that materially reduces your ability to earn or redeem Piñata® Points going forward, Piñata® will provide at least thirty (30) days' prior notice before the change takes effect.

Modifications do not affect Piñata® Points that have already accrued in your account as of the date the modification takes effect — those Points remain subject to the Rules that were in place when they were earned, including the expiration terms applicable at that time, unless the modification is more favorable to you.

If any modification is unacceptable to you, your only recourse is to cease participating in the Rewards Program. Your continued participation after the effective date of any modification constitutes your acceptance of the modified Rules.